

Entrepreneur Expo in Fort Worth

Hosted by BAW Ventures, LLC

Friday Sept. 17th – Saturday Sept. 18th / 2010 at the Norris Convention Center

Exhibitor Agreement (Terms and Conditions)

Print / Sign and Fax to 972-947-3819

2010 Entrepreneur Expo Agreement (Terms and Conditions).

1. The 2010 Entrepreneur Expo in Fort Worth, Texas is hosted and managed by BAW Ventures, LLC. (BAW)
2. Subject to the Expo Site's providing the Exhibit Booth to BAW, BAW shall assign to Exhibitor/Sponsor, for the duration of the Expo, the Exhibit Booth specified herein, or such other Exhibit Booth of comparable size and cost that BAW, in its sole discretion, may assign to Exhibitor/Sponsor. Such assignment is made solely for the 2010 Expo.
3. Exhibitor/Sponsor hereby agrees to pay the Exhibit Fee and to maintain its exhibition presence at the Expo Site for the duration of the Expo. Failure of Exhibitor/Sponsor to maintain its exhibition presence throughout the Expo shall be deemed a material breach of this Agreement.
4. Exhibitor/Sponsor agrees that the Exhibit Fee and all costs related to Exhibitor/Sponsor's participation in the Expo (the "Additional Exhibitor/Sponsor Fees"), including, but not limited to, any promotional material such as banners, electronic media and advertising in any Expo Collateral Material as hereinafter defined, including, but not limited to, the Expo Program, Expo Videotape, Expo Directory, Expo Guide and Expo Daily Schedule of Events and any other collateral material related to the Expo (all of the foregoing hereinafter collectively referred to as the "Expo Collateral Material"), must be paid in full to BAW prior to Exhibitor/Sponsor's move-in to its assigned Exhibit Booth.
5. BAW makes no representations or warranties as to the number of people who will attend the Expo. BAW reserves the right to change the name of the Expo, the Expo Site, the Expo Exhibit hours and official Expo suppliers.
6. The Exhibit Booth assigned to any given Exhibitor/Sponsor is not contingent on the location of the Expo entrances or exits, food concessions or attractions. The parties agree that the Exhibit Booth assigned to Exhibitor/Sponsor is final and may not be changed once the Expo has opened to attendees, except at the discretion of BAW.
7. During the Expo's scheduled times, Exhibitor/Sponsor shall not make any promotional efforts, nor supply any transportation, that has the effect of drawing attendees away from the Expo to local showrooms or hospitality suites or any non-Expo exhibit area without the prior written consent of BAW. Exhibitor/Sponsor may not participate in any way in any other trade show conducted during the same time period and in the same geographic region of the Expo. Exhibitor/Sponsor may not promote in any way any other trade show during the Expo without the prior written consent of BAW.
8. BAW, in its sole discretion, may provide security services at the entrances and exits to the Exhibition area of the Expo as it deems necessary. Notwithstanding the foregoing, Exhibitor/Sponsor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to Exhibitor/Sponsor's employees, representatives and agents, and its displays, equipment and other property brought upon the Expo Site and shall indemnify, defend and hold harmless BAW and the Expo Site and their respective shareholders, directors, officers, employees, representatives and agents from and against any and all such losses, damages and claims, including attorney's fees.

9. Exhibitor/Sponsor agrees to indemnify, defend, and hold harmless BAW and the Expo Site and their respective shareholders, directors, officers, employees, representatives and agents from and against any and all losses, damages and claims, including attorney's fees, brought against BAW and/or the Expo Site which result from any injury to persons or property arising out of any act or failure to act by Exhibitor/Sponsor, its shareholders, directors, officers, employees, representatives or agents, in connection with Exhibitor/ Sponsor's use of its assigned Exhibit Booth and its display therein or its participation in the Expo. Exhibitor/Sponsor shall obtain Comprehensive General Liability Insurance in the amounts of \$1,000,000.00 for any one accident, and \$250,000.00 for property damage. A Certificate of Insurance for said coverage naming BAW as an additional insured, satisfactory to BAW, shall be provided to BAW no later than August 30, 2010.

10. If Exhibitor/Sponsor desires to cancel this Agreement, Exhibitor/Sponsor may only do so by notifying BAW in writing, Certified Mail, Return Receipt Requested. In such event, Exhibitor/Sponsor shall remain liable for 100% of the Exhibit Fee and the Additional Exhibitor/Sponsor Fees unless the written notice of cancellation is received by BAW no later than 61 days before the start of the event. No refunds will be issued within 60 days of the event. All refunds will exclude any pre-marketing cost including, but not limited to, promotional materials and advertising. This amount is deemed to be liquidated damages for the injuries BAW will suffer as a result of Exhibitor/Sponsor's cancellation, not a penalty. The effective date of Exhibitor/Sponsor's cancellation shall be the date BAW receives written notice of Exhibitor/Sponsor's intent to cancel this Agreement.

11. Exhibitor/Sponsor acknowledges and agrees that BAW has the right to film, photograph, record, use names, quotes, likenesses, voices and biographical information of Exhibitor/Sponsor in connection with the Expo (including, without limitation, television film, videotapes, CDs, audio recordings, photographs, print publications and marketing collateral, the Internet and World Wide Web) in whole or in part, for any or all commercial purposes whatsoever specifically in regards to the 2010 Expo.

Authority: The individual executing the Exhibitor Registration Form and Agreement (the "Agreement") has the full power and authority to enter into this Agreement and to perform, or cause the performance of, Exhibitor's obligations hereunder, and this Agreement constitutes the legal, valid and binding obligations of the parties, enforceable against each party in accordance with its terms.

PRINT CORPORATE NAME

Signature:

Print Name:

Title:

Date:

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