

HOME & DESIGN Luxury Expo!

April 25-26, 2009 10:00am-6:00pm THE SHERATON PREMIERE TYSONS CORNER

2009 EXHIBITOR AGREEMENT

ALL information must be completed for contract to be accepted.

Company (Exhibitor): _____

Show Contact: _____ E-Mail: _____

Note: Most show communication will be via email so please provide the name and contact information for the person handling the show details.

Company Name (As you'd like it to appear on VIP tickets): _____

Website: _____ Phone No.: _____ Fax No.: _____

Address: _____

City, State, Zip: _____

BOOTH FEES (Standard Booth Size 8'x10'):	2009 Rate	Qty.	Totals
___ Ballroom Level – Regular 8'x10' Booth	\$2,250	x _____ =	\$ _____
___ Seminar Level – Regular 8'x10' Booth	\$1,750	x _____ =	\$ _____
___ Booth Electric Service Per Booth	\$175	x _____ =	\$ _____
___ Show Program Ad All ads will be 1/4 Page	\$210	x _____ =	\$ _____
___ Sponsor: \$8,450 (5-Star) or \$5,950 (4-Star)	\$ _____	x _____ =	\$ _____

50% Due With Contract; Balance Due March 1, 2009

Exhibitor Total \$

50% Deposit Amount of \$ _____ paid by [] Credit Card (see below) [] Check No. _____ herewith.

PAYMENT & CANCELLATION POLICY

Exhibitor shall have the right to cancel this contract at any time by written notice to Homestyles Media Inc. (herein referred to as HMI), subject to the following:

- One-half payment of booth fees is due and liable at time of signing contract.
- Contracts executed before **February 1, 2009** must be accompanied by one-half (50%) payment. Contracts executed after **February 1, 2009** must be accompanied by full payment.
- Confirmation of booth assignment will only be made upon receipt of deposit and signed contract.
- If written notice of cancellation is received by **February 1, 2009**, HMI will refund all monies (deposit) received to date. No refunds will be made after **February 1, 2009**.
- HMI may reject or cancel any Exhibitor for any reason at any time. No verbal cancellations by the Exhibitor are accepted.

CREDIT CARD RELEASE (All Exhibitors Must Complete)

I do hereby authorize Homestyles Media Inc. to charge my: () VISA () Master Card () American Express

Card Number _____ Exp. Date _____ Name on Card _____

for any charges that may be outstanding, and for any account balance that is due to HMI resulting from failure to comply with the Rules and Regulations of this Agreement.

I also agree not to dispute those charges with VISA, Master Card, or American Express and I will dispute those charges with HMI directly.

Exhibit Balance will automatically be charged after March 1, 2009.

I have read and understand this entire Agreement including but not limited to the Rules and Regulations. I do hereby certify that I am a duly authorized agent of the Exhibitor and that I am authorized to make and execute an Agreement for exhibition space in its behalf. I further acknowledge that I accept all Rules and Regulations as an integral part of this Agreement incorporated herein by reference and that I have received a copy of this Agreement.

ENTER BOOTH PREFERENCES HERE: _____

All contracts not valid until signed below by an executive officer of Homestyles Media, Inc.
A countersigned copy of this Agreement will be provided to you upon request.

Print Name and Title _____ Date _____

YOUR SIGNATURE _____

For Homestyles _____ Date _____

REP

Return signed contract to:
Homestyles Media Inc.
12501 Prosperity Drive, Suite 150
Silver Spring, MD 20904
Phone 301.622.0040 • Fax 301.622.3315

HOME & DESIGN *Luxury Expo!*[™]

Rules and Regulations

1. CONTRACT FOR SPACE AND ELIGIBILITY

These Rules and Regulations constitute part of the Contract for Exhibit Space ("Contract") between Exhibitor and Homestyles Media Inc. ("HMI") for the right to exhibit at the Home & Design *Luxury Expo!*[™] (the "Show") held at The Sheraton Premiere, Tysons Corner, VA.

2. USE OF EXHIBIT SPACE

A. ASSIGNMENT AND SUBLEASE—Exhibitors shall not assign, sublet or share the whole or part of their exhibit space without written consent of HMI. No person, firm or organization that has not contracted with HMI for space will be permitted to display or demonstrate any products, processes or services, to solicit orders, wear identification other than that of the contracting exhibitor without HMI prior written consent, or to distribute advertising or other materials at the Show. Any infringement of this regulation will result in prompt removal of the offending person from the Show.

B. PROHIBITED ACTIVITIES—No activities are permitted in any exhibit space that are contrary to law or the rules of the Show, or which will disturb exhibitors in the immediate area. Exhibitors must remain within their own exhibit space in distributing literature, product samples or other materials. The aisles may not be used for this purpose. Exhibitors may not serve or dispense food or beverages of any type from their exhibit space without prior approval of HMI.

C. SAFETY PRECAUTIONS—All construction material must conform to standard safety practices. All display material and decorations must be flame retardant. No combustible decorations, such as crepe or tissue paper, cardboard or corrugated paper, may be used at any time. All packaging containers and materials are to be removed from the floor and may not be stored under tables or behind displays. All electrical equipment must be in good operating condition and must meet the requirements of all local safety codes. Displays are subject to inspection and approval for safety by The Sheraton Premiere, HMI Show Manager and by the local fire department.

D. DISMANTLING—Exhibits may not be dismantled before the close of the Show. Exhibits must be removed by the Exhibitor from the premises no later than the time indicated in the official exhibitor service kit. Exhibitor shall be liable for all storage and handling, holdover and/or overtime charges resulting from failure to remove exhibit material from the Show before conclusion of the dismantling period as specified by HMI.

3. BOOTHS AND SIGNS

HMI has arranged for the necessary uniform booth backgrounds and dividers. Head signs, uniformly lettered will be 7"x44" in length. These will be provided for each Exhibitor. Signs will carry booth numbers and exhibiting company name.

All booths are 8'x10'. Back walls of booths are 8' high, side rail dividers 3' high. To maintain uniformity and to prevent the obstruction of view of adjoining booths, displays must not be higher than 8' in back of booth, 4' along dividers, 5' in from the aisles. No walls, partitions, decorations or other obstructions may be erected that in any way interfere with the view of any other Exhibitor. It is important to note that all aisle booths must be facing the aisles and not facing the sides or to the rear. Exhibitors desiring to use other than standard booth equipment or any signs, decorations or arrangements of display material conflicting in any way with these Rules and Regulations must submit two (2) copies of a detailed sketch or proposed layout at least 90 days before the opening of the Show, and receive written approval from HMI.

4. VIOLATIONS

Any Exhibitor who fails to comply with the Exposition Rules and Regulations is subject to immediate cancellation/dismissal by HMI.

5. INDEMNIFICATION

Exhibitor hereby agrees to indemnify, defend and hold HMI harmless from and against any and all claims, demands, causes of action, suits, losses, costs, expenses, liabilities and obligations (including attorney's fees and costs) of any nature whatsoever arising out of, incurred in connection with, or relating to the actions or inactions by or participation of Exhibitor in the show. This includes, but is not limited to suits for libel, plagiarism, copy right, infringement, and unauthorized use of a person's name or photograph.

6. INSURANCE

Exhibitors shall at their sole cost and expense, procure and maintain through the Show dates, April 26-27, 2008, Comprehensive General Liability insurance with limits not less than \$1,000,000 including Contractual Liability and Products coverage and Workman's Compensation in full compliance with all laws covering the exhibitor's employees. Proof of such insurance shall be provided to HMI or its agent or representative upon request.

7. BILLING

Exhibitor agrees to pay total amount for all services provided by HMI by the due date established on Agreement. Exhibitor will provide a credit card for payment. Balances will be automatically charged to credit card two months prior to Show. Discrepancies on billing statement must be reported, in writing to Accounts Receivable at Home & Design Magazine, within 30 days of invoice date. After 30 days, invoices will be considered accurate and Exhibitor will be liable for the balance. If delinquent accounts are referred for collection, the Exhibitor agrees to pay reasonable fees for such collection, including reasonable attorney's fees in addition to the full price of the booth plus services charges and court costs. Any litigation resulting from above will be filed in Baltimore, Maryland. In the event payment is not made, Homestyles Media Inc. reserves the right to hold Exhibitor and/or its agency jointly and separately liable for such monies as are due and payable to Homestyles Media Inc.

8. HOTEL POLICIES and STANDARDS

Exhibitor will abide by all codes of conduct and standards required by The Sheraton Premiere, Tysons Corner, as set forth in the Exhibitor Service Manual which will be forwarded to all Exhibitors 60 days prior to the Show.

9. HMI will not be bound by any conditions or provisions (oral or otherwise) which conflict with or are not stated in this Agreement. Exhibitor further agrees to hold HMI harmless for failure to produce Show as scheduled due to acts of God, labor strikes, work stoppage, terrorism or any other reasons beyond HMI's control. HMI assumes no liability for omissions, listing information, Exhibitor map locations, indexes or table of contents as they relate to the Show.

10. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes all other negotiations, understanding and representations (if any) made by and between such parties. This Agreement may not be amended, supplemented, waived or changed verbally, but only in writing signed by the CEO of HMI.

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12501 Prosperity Drive, Suite 150
Silver Spring, MD 20904