

Rules & Regulations

Sports Licensing and Tailgate Show (SLTS)

Mandalay Bay Convention Center • Las Vegas, Nevada • January 17-19, 2011

The Sports Licensing and Tailgate Show (SLTS) is produced and managed by Showproco, LLC (Show Management). The Sports Licensing and Tailgate Show is a tradeshow open to the trade. Acceptance of applications for exhibit space is at the sole discretion of Showproco, LLC.

BOOTH ACCESSIBILITY: In accordance with Title III of the Americans with Disabilities Act (ADA), each exhibitor is responsible for making his exhibit accessible to the disabled, and must indemnify and defend SLTS and Showproco, LLC. against failure to do so.

BOOTH BOUNDARIES: No portion of any booth or carpeting may extend over or beyond assigned floor space. Interference with the light and space of other exhibitors is prohibited.

BOOTH EQUIPMENT: Showproco, LLC will provide a 10' wide by 8' high backwall drape and 3' high wing drape on each side of the 10' backwall. If an exhibitor wishes to provide their own hardwall exhibit it must cover a minimum of 10' wide x 8' high. Any exposed surface must be finished.

BOOTH FINISHING: Display material exposing an unfinished surface to neighboring booths is not permitted and must be finished at the exhibitor's expense. All electrical wiring and raw surfaces on the sides of your booth must be completely covered or finished. Showproco, LLC. reserves the right to have such finishing done and to have the official service contractor bill the exhibitor for charges incurred.

BOOTH CONFIGURATIONS/REQUIREMENTS:

Island Booths – There is a 20-foot height restriction with an island booth in the Exhibition Center, unless otherwise approved by Showproco, LLC. For banners, consult the On-line Exhibitor Manual for instructions and regulations. All banners, inflatables and hanging objects must be approved by Show Management in writing. No exceptions. Island booths may have a second-story and third-story; however, you will be billed for second-story and third-story exhibit space at a square footage rate less 10%. There may be a limit on second- and third-story space. Plans must be submitted to Showproco, LLC for approval at least three months prior to the show. If you plan to construct walls on all four sides of your island booth, you must submit a layout of your plan to Showproco, LLC for approval. Second Story Exhibits must adhere to specific guidelines set forth by the Mandalay Bay Convention Center and must be approved by the Fire Marshall.

Linear Booths - Sidewalls are not required on a linear booth. If you have sidewalls or a display rack, they may extend five-feet from the back of your booth at an 8-foot height, and four feet in height for the remaining five feet.

CANCELLATION: A written notice for cancellation of exhibit space must be sent by certified mail and received by Showproco, LLC. refunds will depend upon your selected payment option:

- 1/3 booth payment option.- No refunds after August 1, 2010
- 50% booth deposit option - No refunds after September 1, 2010
- 5% discount booth option - No cancellations. No refunds.

If the exhibitor does not make full payment of their contract and/or fails to fulfill any contracts for exhibitor promotional or advertising services due Showproco, LLC. or any of its contractors under the terms of such contracts, Showproco, LLC. may terminate this contract and the exhibitor shall be responsible to Showproco, LLC. for payment of all amounts which would have been due Showproco, LLC. or any of its contractors. Note also that any exhibitor who cancels exhibit space at SLTS loses all priority earned based on date of original contract, and upon re-entering SLTS will establish a new priority date and rate based on the new contract. A re-entering exhibitor will not be allowed to participate in the show until all past due amounts are paid in full.

Promotions/Advertising: Notice of cancellation must be sent by certified mail. Refunds may be provided in certain instances. If artwork is not received by the deadline date, your company name and booth number will be picked up in lieu of artwork, and your guaranteed positioning will be forfeited.

DATE/TIME SCHEDULE: Refer to on-line Exhibitor Manual for installation, exhibit and dismantling days and hours. *(Available in mid-October)*

DRAYAGE: All exhibitors shall be billed by the appointed contractor for mandatory drayage, as it is an exclusive service of the official appointed contractor.

DOWNGRADE: Should any exhibitor choose to downgrade its exhibit space for SLTS after August 1, 2010, no refunds shall be made and exhibitor shall be fully responsible for the balance of money due on the originally contracted space. Further, Showproco, LLC may move such exhibitor to an alternate location.

EXHIBITOR REGISTRATION: Exhibitor registration is included in the rental fee for exhibitors and their staff as follows: Five complimentary registrations for each 10' x 10' booth. Additional badges will be available at \$5.00 per badge.

EXHIBITOR'S RESPONSIBILITY: Exhibitor's booth must be staffed at all times during the show hours of SLTS. An exhibitor of the Show, its agents or employees may not enter another exhibitor's booth space without the exhibitor's permission. Exhibitors shall abide by and observe all laws, rules and regulations of the federal, state, and city governments and the convention facility and shall indemnify, defend, and hold SLTS and Showproco, LLC and their respective officers, directors, employees and agents, and each of them, from and against any and all liability arising out of the exhibitor's failure to comply with such laws, regulations and policies. All decoration and electrical wiring and fixtures must comply with state and local fire laws.

Exhibitors planning to grill, serve food and/or cocktails from their booths must contact Showproco, LLC and obtain prior written approval from Showproco, LLC, Mandalay Bay Convention Center, and any required city, county and state agencies. All food and liquor must be purchased through the convention center caterer.

INDEPENDENT SERVICE CONTRACTORS: Exhibitors desiring to use service contractors other than those approved by Show Management as "Approved Contractors" must advise Showproco, LLC's show contractor in writing at least 60 days in advance of the first day of move-in of the name and address of the contractor and supervisor in attendance, and are required to provide a certificate of insurance naming as additional insured the Sports Licensing and Tailgate Show and Showproco, LLC, and a statement that the contractor will comply with all rules and regulations of the Show.

INSURANCE: Exhibitors are solely and fully responsible for their own accessories, products and exhibit equipment material and shall carry their own fire, pilferage, robbery or other insurance coverage if such coverage is desired. All property of an exhibitor is understood to remain in its care, custody and control in transit to or from or within the confines of the exhibit hall.

Exhibitor is advised to see that its regular company insurance includes extraterritorial coverage, and that it has its own theft, minimum of \$1 million public liability, and property damage insurance.

LEGAL DISPUTES BETWEEN EXHIBITORS

Showproco, LLC shall not intervene or become involved in any way in legal disputes between or involving SLTS exhibitors. Legal disputes shall include, but not be limited to, pending or contemplated litigation of any kind whatsoever. Only bona fide court orders, properly served on Showproco, LLC, requiring SLTS management to take action shall cause Showproco, LLC. to act in strict accordance with the terms of such order.

Court orders served upon exhibitors cannot and will not be enforced by Showproco, LLC. Only the court issuing such order is empowered to enforce the order. Court orders mandating a court-appointed official to carry out a court order at the Sports Licensing and Tailgate Show will be carried out by such court- appointed officials, not by Showproco, LLC personnel.

All court orders must be presented to Showproco, LLC prior to serving the exhibitor with such order. Court officials serving orders must also report to Showproco, LLC in order to obtain permission to enter the show floor for the purpose of serving such exhibitor. Showproco, LLC may accompany an exhibitor, agent, representative, or court-appointed official who is serving court orders upon exhibitors.

LEGAL FEES: In the event the exhibitor fails to remit payment in full, Showproco, LLC shall be entitled to recover attorneys' fees and all court costs incurred in the event litigation shall be necessary to collect such monies.

LIABILITY: Exhibitor agrees to indemnify and hold harmless Showproco, LLC d/b/a SLTS, the Owner and the Show and each of their respective officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from its execution of the contract agreement or its occupancy of the space herein contracted for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. Showproco, LLC d/b/a SLTS, the Owner and the Show shall not be responsible for loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items brought to the Exhibition are displayed at Exhibitor's own risk, and should be safeguarded at all times. Showproco, LLC d/b/a SLTS, the Owner and the Show will provide the services of a licensed protective agency during the

period of installation, show, and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Showproco, LLC d/b/a SLTS, the Owner and the Show to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense. Exhibitor agrees that Showproco, LLC d/b/a SLTS, the Owner and the Show shall not be liable in the event or omissions in Exhibitor's Official Directory listing or in any promotional material. Management makes no representations or warranties with respect to the number of Exhibition attendees or the demographic nature of such attendees.

LOCATION OF EXHIBITS: The Sports Licensing and Tailgate Show will be held in the Mandalay Bay Convention Center, Las Vegas Nevada. All measurements and booth layouts shown on the floor plan are as accurate as possible, but Showproco, LLC reserves the right to make such modifications and to change booth assignments as may be necessary to adjust the floor plan at any time to meet the needs of SLTS exhibitors and exhibits.

OUTSIDE DEMONSTRATIONS: Display or demonstration items outside the exhibit areas, or scheduling of private functions, cocktail parties, special events, etc., during the period of move-in, show days or move-out, WILL BE PERMITTED ONLY WITH THE WRITTEN PERMISSION OF SHOWPROCO, LLC. Models hired for exhibitor's booth space may not walk the aisles of the show representing or promoting a company product. No canvassing, advertising, display or demonstration items will be permitted outside the company's own exhibit unless prior written consent has been obtained from Showproco, LLC. No materials or signs shall be pasted, nailed or tacked to drapes or walls of convention center.

REMOVAL OF GOODS DURING SHOW: Exhibitors' product, accessories, or exhibit equipment entered into the show may NOT be removed after show hours each day, for any reason, except with an invoice or letterhead signed by the exhibitor. This will be strictly controlled to afford all possible protection to all exhibitors.

RULES AND REGULATIONS CHANGES: Showproco, LLC. reserves the right to change or modify these rules and regulations as deemed appropriate. In the event the exhibitor violates any rules or regulations of SLTS, Showproco, LLC. has at all times the right to regain the immediate possession of any space and all payments shall be forfeited.

SECURITY: Showproco, LLC. will provide licensed perimeter guard service during the hours the exhibit areas are closed.

SERVICE CONTRACTORS: Instructions concerning furniture rental, electrical work, telephone installation, plumbing, labor for erecting and dismantling of exhibits, drayage, etc., will be available to exhibitors in advance in the on-line Exhibitors Manual. Showproco, LLC. assumes no responsibility or liability for any of the foregoing services performed or materials delivered. All inquiries on these services should be directed to the approved service contractors.

SHIPPING/DELIVERY OF FREIGHT: Instructions concerning the shipping, receiving, storing, delivery, etc., of all freight is available in the on-line Exhibitor Manual. Do not ship freight directly to SLTS, or to the convention facility prior to the first official move-in day, as there will be no one available to receive shipments.

SPACE RESERVATION/PARTICIPATION FEE:

- 1/3 booth payment option.- No refunds after August 1, 2010
- 50% booth deposit option - No refunds after September 1, 2010
- 5% discount booth option - No cancellations, No refunds

Payment on booth space is due upon signing of contract by credit card, company check or electronic funds transfer. In order to be assigned your booth space, an exhibitor must have paid booth space in full. After August 1, 2010 all new contracts require full payment.

The agreement may be executed by a signed faxed copy. An original agreement may be sent to Showproco, LLC within five (5) business days of the faxed transmission. Failure to send an original copy, however, shall not affect the enforceability of the signed fax copy.

SHOWPROCO, LLC POLICIES:

SHOWPROCO, LLC RESERVED RIGHTS: If booth space is not occupied by the exhibitor by 5 p.m. on the night before the show opens, Showproco, LLC shall have the right to use such space as it deems appropriate, and the exhibitor shall pay to Showproco, LLC all amounts which would have been due.

Showproco, LLC reserves the right to restrict exhibits which, because of noise, method of operation, materials or any other reason become objectionable, and also to prohibit or to remove any exhibit which, in the opinion of Showproco, LLC may detract from the general character of the exposition as a whole, or consists of products or services inconsistent with the purpose of the exposition, without liability for any refunds or other exhibit expenses incurred.

ANIMALS: No animals may be displayed as part of an exhibit without prior approval of the convention facility, local ASPCA and Showproco, LLC.

CHILDREN: No one under the age of 16 will be allowed on the show floor.

EXHIBITOR SOUND SYSTEMS: Music from exhibitors who stage fashion presentations has been known to fill the air at nearby booths and prevent buyers from hearing presentations. Showproco, LLC wants to eliminate noise pollution while ensuring that anyone who wants to put on a show may still do so. Under the rules, first-time violators will receive a warning. A second offense will result in the forced cancellation of the exhibitor's next scheduled stage event. Third infractions will result in a total ban of all staged presentations by the exhibitor for the duration of the show. To ensure that the regulations are followed, Showproco, LLC has a monitoring system that will alert the show office when a violation takes place. Levels will be adjusted prior to the show and readjusted during the show if necessary. Electronic monitoring equipment for noise levels will be used to document instances where music is played louder than the allowable limit. The exhibitor is responsible for obtaining the appropriate licenses for the playing or performance of music.

MEDIA: No broadcasting/photography/videotaping shall take place without a valid Media badge or prior written authorization from Showproco, LLC.

USE OF EXHIBIT: All demonstrations or other promotional activities must be confined to the limits of the exhibit booth. Sufficient space must be provided within the exhibit booth for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its booth free of congestion caused by demonstrations or other promotions.

Exhibitor's shall not assign, sublet or share the space allotted. Exhibitors must display only the goods manufactured or distributed by them in their regular course of business. Firms or organizations without assigned exhibit space will not be permitted to solicit business within the exhibit area, unless authorized by Showproco, LLC.

WAIVER OF SUBROGATION: The Sports Licensing and Tailgate Show and Showproco, LLC and their respective directors, officers, employees and agents shall not be responsible for any damage, loss or injury that may happen to the Exhibitor, or to the Exhibitor's agents, servants, employees or property from any cause whatsoever, as a result of participation in SLTS, and Exhibitor does hereby release the Sports Licensing and Tailgate Show and Showproco, LLC from and agrees to indemnify the Sports Licensing and Tailgate Show and Showproco, LLC. against any and all claims for any such loss, damage or injury. Exhibitor and its sublessees, if any, waive the right of subrogation by its insurance carrier(s) to recover losses sustained under Exhibitor's insurance contracts for real and personal property. If requested, Exhibitor, as a condition of participation in the Sports Licensing and Tailgate Show, shall obtain from its insurer(s) a waiver of subrogation consistent with this provision. Exhibitor shall indemnify, defend and hold the Sports Licensing and Tailgate Show and Showproco, LLC harmless from and defend against any and all claims by its insurer(s) which may result from Exhibitor's failure to comply with this requirement.