

INDIANA APARTMENT ASSOCIATION

EXHIBIT RULES & REGULATIONS

1. AGREEMENT

By signing the Exhibit Space Application and Contract, the Exhibitor agrees to abide by these Rules and Regulations and all amendments thereto and the decision of Show Management. For purposes of this Agreement, the terms "IAA" shall mean the Indiana Apartment Association, "exhibit hall" shall mean the Indiana Convention Center, and "Exhibitor" shall mean any company, firm or person who has applied for or been allocated any space at the Exhibit Hall.

2. UNDESIRABLE ACTIVITIES

The Exhibitor agrees that his exhibit shall be admitted into the Show and shall remain from day to day solely on strict compliance with all the rules herein described. IAA reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any Exhibitor with or without giving cause. IAA's liability for rejection without giving cause shall be limited to a refund to the Exhibitor of the amount of rental unearned at the time of ejection. However, if an exhibit or Exhibitor is ejected for violation of these rules or any other stated reason (with cause), no return of rental shall be made. Exhibitor shall not exhibit any merchandise other than that specified in the application.

3. BOOTH ASSIGNMENTS

IAA's assignment of booth space is final and shall constitute an acceptance of the Exhibitor's offer to occupy space. Assignment will be made only after receipt of the Exhibitor Agreement and the appropriate booth fees. After assignment, space location may not be changed, transferred, or canceled except upon written request and with the subsequent written approval of IAA. Notwithstanding the above, IAA reserves the right to change location assignments at any time, as it may, in its sole discretion, deem necessary.

4. SPACE RENTAL

Exhibitor fee includes a 10' x 10' exhibit space or specified exhibit room, materials to define exhibit space (pipe & drape), a two-line sign showing Exhibitor's company name, city & state, and booth number and up to eight (8) booth personnel admission badges. Only one company name per booth will be listed on the booth sign or in the show directory. No signs or advertising devices shall be displayed outside the exhibit space other than those furnished by IAA. Booth displays not to exceed nine (9) feet in height. Table and chairs will NOT be provided.

5. USE OF DISPLAY SPACE

A. Restrictions on Space Rental: Exhibitor may not sub-let, sub-divide or assign his space nor any part thereof, nor purchase multiple booths for the purpose of subletting or assigning to third parties, nor permit in his booth non-exhibiting companies' representatives without the express written permission of IAA. Only companies or individuals that have contracted directly with IAA shall be listed in the directory or allowed on the show floor as an Exhibitor. Failure to comply with this provision shall be sufficient cause for IAA to require the immediate removal of the exhibit and/or the offending Exhibitor at the expense of the Exhibitor. Failure to comply may also result in forfeiture of all further rights to exhibit at future shows sponsored by IAA together with all fees paid. IAA may lease any space so forfeited to another Exhibitor and retail all revenues collected.

B. Exhibitor shall design and maintain the general theme and tenor of show.

C. Trade show space is reserved solely for vendor members or non-member vendor companies.

6. INSTALLATION AND REMOVAL

IAA reserves the right to fix the time for the installation of the booth prior to the show opening and for its removal after the conclusion of the show. Installation of all exhibits must be fully completed at least 30 minutes prior to the opening of the Show. Exhibitors who do not meet this deadline will not be allowed to set up until two (2) hours prior to the next day's show hours. Failure to adhere to this requirement could restrict Exhibitor's entry into any future shows produced by IAA. Any space not claimed by 11:00 am on Tuesday, November 17, 2009, may be resold or reassigned without refund. All exhibits and booth materials must be removed by 5 p.m. on Wednesday, November 18, 2009.

7. EARLY REMOVAL OF EXHIBITS NOT ALLOWED

No exhibit shall be packed, removed or dismantled prior to the closing of the Show without written permission from IAA. If the Exhibitor acts in breach of this provision, it shall pay as compensation for the distraction to the Exhibition's appearance, an amount equal to one-half of the total space charge for the Exhibitor's allocated area, in addition to all sums otherwise due under this Agreement. For security reasons, any equipment removed from the exhibit facility prior to the closing of the show shall require a special pass issued by IAA.

8. EXHIBITOR APPOINTED CONTRACTORS (EAC)

Any exhibitor using an EAC agrees to notify IAA of such appointment and agrees to indemnify and hold harmless IAA, the exhibit facility, and their respective officers, directors, staffs, employees, and agents and all official contractors from any and all liability or losses for any act, complaint, damage, or loss to any other Exhibitor, the exhibit hall, the property of any contractor or any consequential damages arising out of any such act of loss from the time the independent EAC first arrives at the hall until the final move-out is complete. The Exhibitor further agrees that IAA may prohibit the EAC from working in the hall if the EAC does not fully comply with all rules and regulations set forth for them at this event. Any Exhibitor using an EAC agrees to advise its EAC of all rules and regulations.

9. PROHIBITED ACTIVITIES

A. All demonstrations, sales activities, and distribution of circulars and promotional material must be confined to limits of the Exhibitor's booth.

B. Exchange of money or consummating the sales of goods or services on the exhibit floor is prohibited. Orders may be taken for future delivery only.

C. Exhibits which include the operation of musical instruments, radios, sound motion picture equipment, public address systems, or any noise-making machines must be operated so that the noise resulting from there will not annoy or disturb adjacent Exhibitors or their patrons. Exhibitor represents and warrants that no musical work protected by copyright will be staged, produced or, otherwise, performed via either "live" or "mechanical" means, or by or on behalf of Exhibitor, unless Exhibitor has

previously obtained written permission from the copyright owner's designee (e.g., ASCAP, BMI, or SESAC) for such use.

D. Exhibitors are prohibited from displaying any devices or object in the booth that exceed the length of the back wall (8 ft.) without prior written approval from IAA and the exhibit hall.

E. Exhibitors are not allowed to conduct any activities that could be considered an illegal lottery under Indiana law.

F. Electrical equipment that is not UL approved may not be used in the exhibit hall. No wiring, installation or spotlights or other electrical work shall be done except by the electrical contractor authorized by IAA or exhibit hall.

G. Helium filled balloons are prohibited

H. Approval for distribution of food items must be obtained by the Indiana Convention Center prior to the event.

10. EXHIBITOR AND CONTRACTOR PASSES

A. In order to ensure only official access to the exhibit area, all Exhibitors and their personnel, and all outside service contractors will be issued non-transferable badges. No admittance to the exhibit area will be allowed unless this badge is presented. Exhibitors will be allowed in the exhibit area beginning at 7:00 am on Tuesday, November 17, 2009. At least two weeks prior to the first day of installation, each Exhibitor is required to present IAA a list of outside contractors, if any, who will be assisting in the installation and dismantling of Exhibitor's booth and a list detailing the personnel who will be present in the booth.

11. CANCELLATION BY EXHIBITOR

The Exhibitor specifically recognizes and acknowledges that IAA will sustain losses if the Exhibitor cancels its exhibit space after it has been assigned and confirmed by the IAA. Due to the difficulty, of determining said losses, the Exhibitor agrees to pay the following amounts as liquidated damages, and not as a penalty, all cancellations must be receive in writing. Booth cancellations received prior to July 10, 2009 will be issued a refund minus a \$200 administrative fee. Booth cancellations after July 10, 2009 will forfeit all booth fees and will be responsible for full booth payment. Upon cancellation by the Exhibitor, IAA has the right to resell the space and retain all revenue collected.

CANCELLATION OR POSTPONEMENT OF SHOW

In the event that any unforeseen occurrence shall render the fulfillment of this Agreement impossible by IAA, the parties shall mutually amend or terminate the agreement at IAA's option. The Exhibitor hereby waives any claim against IAA for damages or compensation. IAA may return a portion of the amount paid for space after deduction of any amounts necessary to cover expenses incurred in connection with the show. Such expenses include, but are not limited to all expenses incurred by IAA as a result of contracts with third parties for services or products incidental to the show, and all overhead expenses attributable to the production of the show. No monies will be returned should the dates or location of the show be changed by IAA, but Exhibitor will be assigned space that the Exhibitor agrees to use under these same rules and regulations. IAA shall not be liable in the event the show is interrupted, canceled, moved or dates changed except as provided herein.

12. ERRORS AND OMISSIONS

IAA assumes no responsibility or liability for any of the services performed or materials delivered by official show contractors or other suppliers to the show, their personnel, or their agents.

13. SECURITY

IAA shall provide guard service throughout the hours of set-up, show hours, before and after show hours. This security is to prevent unauthorized entry into the show halls. A proper badge must be worn at all times. IAA reserves the absolute right to inspect any item removed from the exhibit area.

14. LIABILITY AND INSURANCE

A. All property of the Exhibitor remains under its custody and control in transit to and from exhibit facility, during installation and removal, and while it is within the confines of the exhibit facility. Neither IAA, the service contractors, the management of the Indiana Convention Center nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism or other causes. The Exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the Exhibitor.

B. Exhibitor understands that neither IAA nor any sponsor carries business interruption and property damage insurance coverage for loss or damage of Exhibitor's property. The Exhibitor agrees to obtain adequate insurance during the dates of the trade show, including move-in and move-out days, and shall be prepared to furnish a certificate of insurance to IAA.

15. ENFORCEMENT OF REGULATIONS

IAA has full power to interpret and enforce all regulations of the show and the power to make amendments and/or further regulations, orally or in writing, that are considered necessary for the proper conduct of the show. Such decisions shall be binding on Exhibitors. All Exhibitors agree to be bound by terms of IAA's agreement with the facility in which the show is held.

16. CONFLICTING MEETING AND SOCIAL EVENTS

In the interest of the entire Show, the Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of members, Exhibitors, or invited guests from the educational sessions or exhibit hall during the official hours of the sessions or show. Hospitality suites may not be reserved without prior approval of Show Management.

17. WAIVER

Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this agreement. The rights of IAA shall not be deemed waived as specifically stated in writing and signed by an authorized representative of IAA.

18. SEVERABILITY

In the event any provision of this Agreement is held invalid or unenforceable then neither the remaining provisions of this Agreement nor other applications of the provisions involved shall be affected thereby.