



# Exhibit Regulations and Contract for: Future Professionals Expo

Produced by Empire Beauty Schools & Empire Education Group

The term "Event" means FUTURE PROFESSIONALS EXPO, currently scheduled to be held on May 16 and May 17, 2010 (the "Event Dates") at the Hershey Lodge & Convention Center, Hershey, PA (the "Exhibit Facility"). The Event is owned, sponsored, organized and managed by EEG, Inc. ("EEG"). As used hereinafter, the term "EEG" means, collectively, Empire Education Group and each of [its/their respective] officers, directors, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed into this contract upon acceptance by EEG in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

This application/contract is to reserve, for the Exhibitor, a booth and/or classroom space for the display of products at the Event. The Exhibitor agrees to take and use such space subject to the rules and regulations of the Event. If this reservation is accepted, the Exhibitor agrees to pay the balance of the rental for the space reserved on or before March 1, 2010. In the event of failure to pay such balance, EEG is authorized to re-let the reserved space and retain the Exhibitor's deposit, or at its option, to charge against the Exhibitor any deficiency resulting from such failure, which the Exhibitor will hereby pay on demand.

The Exhibitor is advised that the Event may be video taped, photographed and/or recorded by any other means. It is understood that, for the benefit of all Exhibitors, all exhibits, demonstrations, lectures, etc., will be confined to the main exhibition hall, unless otherwise specifically agreed to in writing.

As an Exhibitor, you also agree that you WILL NOT DIRECTLY, OR INDIRECTLY, HOLD ANY EXHIBITS, DEMONSTRATIONS, LECTURES, OR SIMILAR ACTIVITIES IN OR WITHIN HERSHEY, PA, EXCEPT IN THE SPACE RENTED DURING MAY, 2010. The Exhibitor agrees not to, in any manner, sublet exhibit space without the prior written permission of EEG.

**NOTE: Show hours shall commence on Sunday, May 16, 2010 at 11:00AM - 5:00PM, and 9:00AM - 1:00PM on Monday, May 17, 2010. Load-in and set-up times to be determined. You will be notified in advance of the Event as to load-in and set-up times. Exhibitor badges and model passes will be available at set-up. Scalping or discounting of tickets or badges, on or off premises, is strictly forbidden. EEG reserves the right to revoke all permissions for any offending participant.**

It is stipulated that each Exhibitor subscribe to the following stipulations and that his or her representatives will comply:

## 1. MANAGEMENT

The Event will be conducted under the direction of EEG. Complete information as to load-in time and display set-up time will be sent to each exhibitor well in advance of the event. The following general procedures will govern.

## 2. APPLICATION FOR AND ASSIGNMENT OF EXHIBIT SPACE

A diagram has been provided showing exhibit space layout. All exhibit space is assigned on a first come, first served basis.

## 3. PAYMENT

All checks must be made payable to EEG, Inc. and must be delivered or mailed to the corporate office located at P.O. Box 2002, Pottsville, PA 17901. Payment for 50% of the desired exhibit space must accompany the contract and reservation. The balance of the total price must be paid no later than March 1, 2010. Any exhibit space remaining unpaid after March 1, 2010 will be subject to automatic cancellation without prior notice to the exhibitor. In the event of such automatic cancellation, it is agreed that the initial deposit on the booth by the Exhibitor shall serve as liquidated damages and not as a penalty sum, but as a sum which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a breach by the Exhibitor.

## 4. CANCELLATION BY EXHIBITOR

In the event an Exhibitor desires to cancel his/her/its reservation of booth space, a written notice of Request for Cancellation must be submitted to EEG at its corporate office located at P.O. Box 2002, Pottsville, PA 17901, by certified mail, return receipt requested, and postmarked no later than 45 days prior to the event date. If approved by EEG, the Exhibitor shall receive in return all funds received by EEG in excess of the cancelling Exhibitors fee, with the 50% deposit to be retained by EEG as liquidation damages and not as a penalty sum, with such sum representing a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such cancellation.

## 5. INSTALLATION AND REMOVAL OF EXHIBIT

All exhibit space regardless of location, may be open only during the hours assigned by EEG. Set-up time will be announced prior to Event. Official Contractor for drayage and rigging, electrical, plumbing and custom cleaning will be announced. For other services, Exhibitors desiring contractors other than those officially appointed by EEG must advise EEG

and submit the necessary certificates of insurance in advance so that permission may be secured for said contractor to operate. Electricians, carpenters, common laborers, and porters necessary in the unpacking and erection of displays, as well as dismantling and packaging, will be furnished at prevailing rates by the official convention service contractor, if available. It is suggested that arrangements be made in advance with the official convention service contractor. The official convention service contractor has available tables, draping, carpeting, etc., and decorating service to all Exhibitors on a rental basis. Detailed information and other forms for decorations, furniture, electricity, signs and other services will be sent to the Exhibitor in advance of the Event dates. No combustible material, including, but not limited to, the like of crepe paper, tissue paper, cardboard, corrugated paper, etc., shall be used at any time for construction or decoration. "Fire-proofed" paper is not considered non-combustible under regulations as interpreted by fire inspectors. All muslin, velvet, silken or any other cloth decorations must stand a flame proof test as prescribed by local fire ordinance. All containers and fluid which are flammable must be kept in safety containers. All displays, exhibit equipment and merchandise to be displayed must conform to the requirements of the local fire department. Exhibitors are required by the Exhibit Facility to observe the following regulations for setting up their exhibits:

- Nothing will be tacked, screwed or otherwise attached to the columns, walls, floors, furniture or other properties of the building. Anything in conjunction therewith necessary or proper for the protection of building equipment will be at the expense of the Exhibitor.
- It is mutually agreed that it is the duty and responsibility of each Exhibitor to install his/her/its exhibit into place before the opening of the show and to dismantle and remove such exhibit immediately after the close of the show. All property shipped to or from the convention drayage firm or the Exhibit Facility by the Exhibitor for installation or display at the Event is at the sole risk of the Exhibitor.
- All badges and promotional items for distribution must be materials other than gummed stickers or labels. Use of gummed stickers or labels is strictly prohibited.
- The aisles, passageways and overhead spaces remain strictly under the control of EEG and the Exhibit Facility. Presentations must be so arranged that aisles are not blocked.

Exhibitors expressly agree that no packaging or dismantling of exhibits will commence until the official closing hour of the exhibition. The Exhibitor shall, at its own expense, within 4 hours after the close of the exhibition, remove the exhibit and all of Exhibitor's property from the premises. The space shall be left broom clean and in the same condition as when first occupied by the Exhibitor. No property or material shall be removed prior to the close of the exhibition without the express prior written consent of EEG.

## 6. RULES REGARDING SALE AND DELIVERY OF MERCHANDISE

The Exhibitor agrees as a condition of the granting of Exhibit space to it by EEG that it, its officers, salesmen, sales representatives, and any other employees, shall abide by the guidelines which shall be established for the sale and delivery of merchandise by the Exhibitor during the Event.

## 7. DISTRIBUTION OF PRINTED MATERIAL, SOUVENIRS, SAMPLES

Distribution by Exhibitors of any printed material, souvenirs, samples or other articles shall be restricted to the space occupied by their exhibit.

## 8. RULES GOVERNING EXHIBITORS

Exhibitors shall not serve any alcoholic beverages in exhibit areas. Violation of this rule will result in the closure of the Exhibit booth for the remainder of the Event. Booth attendants, manufacturers, salesmen or representatives, including models or other support personnel, must remain with the space assigned to the Exhibitor. Neither EEG nor the Exhibit Facility is liable to any Exhibitor for the loss or damage of his/her/its property (see liability clause). Therefore, the Exhibitor shall take all steps which are deemed necessary, reasonable and advisable to protect merchandise or equipment which they may have on display in their exhibit. EEG shall have full power in the interpretation and enforcement of all rules and regulations governing Exhibitors. Any exhibit which in the opinion of EEG detracts from the general character of the Event as a whole may be prohibited or evicted. Should any Exhibitor misrepresent any product or article displayed in the booth, EEG may forthwith and without liability whatsoever terminate this contract for such booth and require the Exhibitor to remove from the premises all his products, equipment and furniture. The Exhibitor shall comply with all terms and provisions of all union or other contracts in effect at the time of the show affecting any phase of its conduct construction, or relating to the building or premises of the show.

## 9. CONDUCT OF EXHIBITOR

Exhibitor shall not utilize any scheme or device that is illegal, in bad taste, or detrimental to the hair and beauty trade or industry, or to the advertising industry. EEG reserves the right to require cessation of any such activity. The Exhibitor shall not cause any apparatus or device to be placed in the exhibit that will produce undue noise or light or in any way interfere with, or be objectionable to any other Exhibitor. EEG may require the removal of any such apparatus, light or device.

## 10. MAINTENANCE

The Exhibitor shall be responsible for all maintenance of the exhibit. At all times, including the hours during which the exhibition is open to the public, Exhibitors shall maintain the exhibit in a clean and orderly manner, and shall take any steps that may be necessary to prevent injury or damage to any person or exhibit on the premises.

## 11. INSURANCE AND LIABILITY

The Exhibitor shall indemnify and hold EEG and the Exhibit Facility harmless, and at its own expense, obtain a liability insurance policy against claims, demands, and liabilities for personal injuries or property damage that may be caused by the installation, maintenance or conduct of the Event. That policy shall be obtained from a reputable insurance carrier and shall be in a minimum of \$1,000,000.00 for each occurrence. EEG and the Exhibit Facility shall not be responsible or liable for the loss of, or damage to, any of the property of the Exhibitor. The Exhibitor shall, at its own expense, obtain the necessary insurance coverage with respect to loss by fire, theft, accident or other cause, if that type of protection is desired.

## 12. SECURITY

EEG will endeavor to protect exhibitors materials by providing security during the closed hours of the Event. Exhibitors are urged to insure property against fire and theft. Cartons containing valuables should not indicate contents from the outside. During closed hours, Exhibitors must be prepared to provide proper identification for Exhibit access. The Exhibitor shall require that all persons obey the reasonable requests and directives of any and all security personnel. The Exhibitor shall supply EEG with a list of employees and other personnel who will be entitled to access to the Event, and EEG shall issue identification passes to those personnel. No more than 5 identification passes shall be issued per booth unless otherwise agreed to by EEG. No other persons will be permitted to enter the premises during the hours when the Event is closed to the public. This restriction shall be strictly enforced.

## 13. RISK OF LOSS

The Exhibitor shall bear all risk of loss or damage to any goods or property while in transit to and from the Exhibit Facility, or while in the Exhibit Facility. The Exhibitor shall, at its own discretion, obtain any and all insurance coverage it deems necessary to insure against such risk of loss.

## 14. PENALTIES

EEG reserves the right to require the immediate removal of an exhibit or an offending Exhibitor in violation of these regulations. Upon such reasonable removal, the Exhibitor agrees that it shall forfeit all further right to exhibit during the Event, together with all fees and rentals paid by it. EEG may lease any space so forfeited to another Exhibitor.

## 15. COMPLIANCE WITH LAW AND CONTRACT

In addition to the terms expressly set forth in these regulations, the Exhibitor agrees to be bound by any and all rules issued by the Exhibit Facility concerning the exhibition and the exhibit which are currently or hereafter in effect. In addition, the Exhibitor agrees to obey all laws, statutes, ordinances, orders, regulations, and directives which may be imposed by Federal, State or local governments.

## 16. FORCE MAJEURE

In the event the premises in which the exhibition is to be held is destroyed or damaged by fire, the elements, other calamity, or other cause beyond the control of EEG, so that the exhibition cannot be held, EEG shall not be liable to the Exhibitor except to the extent of returning any payment previously made by the Exhibitor to EEG pursuant to the contract. In the event the exhibition commences and cannot continue because of any circumstances beyond the control of EEG, EEG shall not be liable except to the extent of returning to the Exhibitor the difference between the total cost of the space referred to herein and the costs of the space for the period the exhibition was open to the public. The latter cost shall be calculated by dividing the total cost of the space provided for hereunder by the number of hours the exhibition was scheduled to run, and multiplying by the number of hours the exhibition was actually open.

## 17. HOLD HARMLESS CLAUSE

Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save EEG, the Exhibit Facility and its employees and agents harmless against all claims, losses and damages to persons and property, governmental charges or fines and attorneys fees arising out of or caused by Exhibitors installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof, excluding any such liability caused by the sole negligence of the Exhibit Facility, and its employees and agents.

In addition, Exhibitor acknowledges that EEG, nor the Exhibit Facility, does not maintain insurance covering Exhibitors property in that it is the sole responsibility of Exhibitor to obtain business interruption and property damage and/or insurance covering such losses by Exhibitor.