

May 29-31, 2004
Anaheim Convention Center and Anaheim Hilton and Towers
Anaheim, CA

PACIFIC MEDIA EXPO EXHIBITOR SPACE CONTRACT

This application for exhibit space at Pacific Media Expo 2004 which will become a contract between the Pacific Media Association ("SPONSOR") and the signee ("EXHIBITOR") upon written acceptance, is based on the terms set forth below and the plan of exhibits, rates, and rules and regulations as may be established from time to time as set forth in updated and amended information, all of which constitute part of this contract.

1. EXHIBIT SPACE RENTAL FEE: The rental fee for exhibit space will range from THREE HUNDRED to SIX HUNDRED DOLLARS (\$300-600) per booth space, depending upon when the space is purchased and/or the duration of the booth. All exhibit spaces include standard booth drapery, a sign (if requested), draped table, two chairs and three memberships. Premiums of from ONE HUNDRED FIFTY to FOUR HUNDRED FIFTY DOLLARS (\$150-450) may be charged PER BOOTH for certain Exhibit Hall locations or configurations. EXHIBITOR should use the forms provided to make additional arrangements with the decorator and/or the hotel at EXHIBITOR expense.
2. PAYMENT: Please make checks and money orders payable to: "Pacific Media Association" or "Pacific Media Expo". A receipt, a copy of this contract and the booth reservation form, will confirm the exhibit space.
3. PRODUCTS AND/OR SERVICES TO BE DISPLAYED AND/OR SOLD (Description):

_____	_____
_____	_____
_____	_____

4. EXHIBITOR INFORMATION:

Name (or Company): _____

Contact/Booth Manager: _____

Address: _____

City, State, and Zip Code: _____

Phone number/Fax Number: _____

E-mail Address/URL: _____

California State Board of Equalization Seller's Permit Number: _____

Please submit a copy of your valid California State Board of Equalization Seller's Permit, or "Temporary Seller's Permit and Sales and Use Tax Return" form, or a letter of intent not to sell at Pacific Media Expo.

5. LOCATION AND PLACEMENT OF EXHIBITS: The Pacific Media Expo 2004 Exhibit Hall will be held in the Anaheim Convention Center. SPONSOR reserves the right to make modifications and change exhibit space assignments as may be necessary to adjust the floor plan at anytime to meet the needs of SPONSOR, the Exhibitors and exhibits.

Booth Location Requests:

1 st Choice:	_____	4th Choice:	_____
2 nd Choice:	_____	5th Choice:	_____
3 rd Choice:	_____	6th Choice:	_____

6. INSTALLATION AND REMOVAL TIME: EXHIBITOR may begin installation as of 12:00 P.M. Friday, May 28th, 2004. ALL EXHIBITS MUST BE IN PLACE BY 11:00 A.M. Saturday, May 29th, 2004. All exhibits except those being shipped by the decorator must be removed by 5:00 P.M. Monday, May 31st, 2004. Materials not removed by this time will be removed by SPONSOR and placed into storage and/or shipped at EXHIBITOR's expense.

7. EXHIBIT HALL HOURS:

SATURDAY	MAY 29, 2004	12:00 P.M. to 6:00 P.M.
SUNDAY	MAY 30, 2004	10:00 A.M. to 6:00 P.M.
MONDAY	MAY 31, 2004	10:00 A.M. to 3:00 P.M.

SPONSOR reserves the right to change exhibit hours of Pacific Media Expo as it may deem desirable.

8. CANCELLATION: EXHIBITOR shall be responsible for all payments under the terms of this contract whether Pacific Media Expo 2004 is canceled, delayed, relocated, in whole or in part, as a result of riot, strike, civil disorder, act of war, terrorism, act of God, or any other cause of any kind whatsoever not within SPONSOR's control.
9. REFUNDS: EXHIBITOR must contact the Exhibit Hall Manager at least 30 days before the event date for a full refund less \$50 service fee. Within 30 days of the convention, only half the amount paid will be refunded. There are no refunds for cancellations made within fifteen days of the convention. All refunds will be issued thirty days after the con. For cancellations during Pacific Media Expo 2004, no refunds of any kind will be offered. SPONSOR is not responsible for any expenses incurred by EXHIBITOR while preparing for or exhibiting at Pacific Media Expo 2004.
9. TAXES AND LICENSES: EXHIBITOR shall be responsible for obtaining any licenses, permits, or approvals required under law applicable to their activity at Pacific Media Expo. EXHIBITOR shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, fines, or any charges that shall come due to any governmental authority in connection with their activity at Pacific Media Expo. **EXHIBITOR will be required to provide a seller's permit, temporary or otherwise, from the California Board of Equalization available through the Internet at <http://www.boe.ca.gov/pdf/boe400mt.pdf> or by phone at 1-800-400-7115.** Additional information can be found at <http://www.boe.ca.gov>.
10. INSURANCE: EXHIBITOR understands that neither SPONSOR nor the SMG and City of Anaheim maintain insurance covering EXHIBITOR's property and it is the sole responsibility of EXHIBITOR to obtain such insurance.
11. HOLD HARMLESS: EXHIBITOR agrees to assume all risk, and to indemnify, and hold harmless, SPONSOR, the Hilton Anaheim, Hilton, and the Owner, the City of Anaheim, the Community Center Authority, and the Anaheim Union High School District, their officials, officers, and employees the Anaheim Convention Center, its Owners, the City of Anaheim, the Community Center Authority, and the Anaheim Union High School District, their respective officials, subsidiaries, agents, affiliates, operators, officers, volunteers and employees (also referred to as "INDEMNIFIED PARTIES") from and against any and all claims, demands, defense costs, liability, expense or damages of any kind or nature arising out of or in connection with the SPONSOR's use of the leased premises or arising out of any act or omission of SPONSOR or any of SPONSOR's employees, agents, contractors, representatives, patrons, guests, or invitees; excepting such claims, demands, defense costs, liability, expense, or damages arising out of the sole negligence of one or more of the INDEMNIFIED PARTIES.

Furthermore, EXHIBITOR agrees to defend INDEMNIFIED PARTIES from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind arising out of out in connection with EXHIBITOR's or SPONSOR's use of leased premises.

12. **RESPONSIBILITY:** Neither SPONSOR nor INDEMNIFIED PARTIES, will be held responsible for any injury, loss or damage that may occur to EXHIBITOR, EXHIBITOR's employees or property from any cause whatsoever.
13. **LIABILITY:** SPONSOR and INDEMNIFIED PARTIES will not be liable for any injury, loss or damage that may occur to EXHIBITOR or to EXHIBITOR's employees or property from any cause whatsoever. SPONSOR shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, or any other cause beyond SPONSOR 's control. Anyone visiting, viewing, or otherwise participating in EXHIBITOR's exhibit is deemed to be the invitee or licensee of EXHIBITOR, rather than the invitee or licensee of the SPONSOR. SPONSOR shall not be liable for any injury whatsoever to the persons conducting or otherwise participating in the conduct of EXHIBITOR's exhibit or to invitees, licensees or guests of EXHIBITOR. EXHIBITOR assumes full liability for the actions of its agents, employees, or independent contractors, whether acting within or without the scope of their authority and agree to hold harmless INDEMNIFIED PARTIES from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees, or independent contractors.
14. **WARRANTY:** There is no other agreement or warranty between EXHIBITOR and SPONSOR except as set forth in this document. The rights of SPONSOR under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized officer of SPONSOR. Any action which SPONSOR or EXHIBITOR may bring against each other, based upon or in any way relating to this contract or its performance, shall be brought forth in federal or state court located within the Commonwealth of California, and SPONSOR and EXHIBITOR hereby waive all questions of personal jurisdiction or venue in order to give effect of this provision.
15. **SUBLETTING:** The subletting of exhibit space at Pacific Media Expo without the prior written permission of SPONSOR is prohibited.
16. **SECURITY:** SPONSOR will provide unarmed guard service during the hours the exhibit premises are closed. However, EXHIBITOR is solely and fully responsible for EXHIBITOR's exhibit material. All property of EXHIBITOR is understood to remain in EXHIBITOR's care, custody and control in transit to or from or within the confines of the exhibit premises.
17. **LABOR:** EXHIBITOR agrees to abide by existing agreements and regulations covering the use of services or labor in the exhibit premises. In order to conform to union contract rules and regulations, EXHIBITOR must use qualified union personnel for the various services required for installation and dismantling of exhibits and for material handling within Pacific Media Expo. The handling, placing or setting out of merchandise that is to be displayed does not require union labor and may be done by EXHIBITOR. In addition, EXHIBITOR may perform the installation or dismantling of an exhibit, which does not require the use of tools or more than one person and can be accomplished in 30 minutes or less.
18. **ADULT MATERIAL:** EXHIBITOR may NOT display material depicting nudity or sexual conduct unless it is blinded (covered) or displayed in such a way that it cannot be viewed by minors. Adult material must not be accessible to minors in any way. Adult material may not be displayed on the display counter and adults must request to be able to view them. The material may also not be viewable to minors while being viewed by adults. It is EXHIBITOR's responsibility to verify the age of every individual requesting to view or purchase adult material. No adult material may be sold, given, or distributed to any minor. Failure to comply may result in but is not limited to EXHIBITOR's expulsion from Pacific Media Expo with no refund of Exhibit Hall Rental Fee, arrest, and/or criminal prosecution.
19. **COPYRIGHTED MATERIAL:** EXHIBITOR shall not sell, distribute, play, or permit the playing of copyrighted material at PMX without obtaining all required rights and paying all necessary fees and royalties.
20. **LAWS:** EXHIBITOR shall obey all local, state and federal laws, regulations, codes and ordinances as well as all guidelines set forth by both SPONSOR and the facility. Failure to comply may result in, but is not restricted to, the following: oral warning, written warning, expulsion from exhibit hall, notification of local authorities, and notification of federal authorities.

