



APPLICATION & EXHIBITOR CONTRACT

September 15-16, 2012, Del Mar Fairgrounds

EVENT: San Diego Kids Expo & Fair	
EXHIBITOR INFO:	
Company: _____	Authorized Rep: _____
Address: _____	Email: _____
City, State, Zip: _____	Website: _____
Phone: _____	Signature: _____

This application for exhibit space at Paper Crown, Inc.'s ("Sponsor") San Diego Kids Expo & Fair, which will become a contract upon signature of exhibitor, is based upon the plan of exhibits information and additional provisions all of which are included in or attached to this form and constitute a part of the contract. Additional terms and conditions of this contract are contained on the second page of this contract and are incorporated by reference as though fully set force at length herein. Exhibitor, by executing this contract, represents that they have read all terms and conditions on this contract.

BOOTH COSTS

Number of 10' X 10' Corner Booths _____	X \$950.00 =	\$ _____
Number of 10' X 10' Inline Booths _____	X \$800.00 =	\$ _____
Sponsorship Type _____		\$ _____

TYPE OF PAYMENT:

Select One:	<input type="checkbox"/> Check Payable to: Paper Crown, Inc.			
	<input type="checkbox"/> Credit Card <div style="text-align: right; font-size: small;"> </div>			
Card Number: _____	Expiration Date: _____	Security Code: _____		
Card Issued to: _____	Signature: _____			
Billing Address: <input type="checkbox"/> Same as above	_____	_____	_____	_____
	Street No. and Address	City	State	Zip

DEPOSIT AND PAYMENT TERMS: Exhibition space will be held reserved by Paper Crown, Inc. (hereinafter referred to as "Promoter"), only if both contract requirements and scheduled deposit payments are submitted as outlined in this section. A signed, original contract must be submitted to Promoter in order to reserve exhibition space. A facsimile copy will be accepted by Promoter as an original contract, and Exhibitor agrees that a facsimile of the signed contract may be used as evidence of the contract as a duplicate original and a business record. The following exhibition space rental fee (the "fee" herein) schedules must be strictly adhered to in order to formally reserve exhibition space: (i) full payment of the fee is due and payable with the contract unless other arrangements have been made by written addendum attached to this contract; (ii) All signed contracts received by Promoter after June 15, 2012, must be accompanied with full payment of the fee in order to be honored. Checks will be deposited when received for security and convenience, and contracts will be deemed accepted upon receipt by Promoter, unless rejected by the Promoter in which case the deposit will be reimbursed promptly. Exhibitor agrees to pay finance charges of one and one-half percent (1-1/2%) per month (18% per annum) on amounts not paid when due. If any payment is not made when due, Promoter may, but is not required to, declare this contract cancelled for breach, and the cancellation fee specified herein under "Cancellation Policy" shall be immediately due and payable.

ASSIGNMENT OF EXHIBIT SPACE: Promoter will make every effort to comply with requests for a space assignment for booth locations on a "first-come/first-served" basis. Space assignments will be made solely at the discretion of the Promoter within a reasonable time prior to start of the Exhibition.

ADDITIONAL TERMS AND CONDITIONS: If any action or proceeding is instituted to enforce the terms of this contract, the Promoter will be entitled to recover the costs and expenses thereof, including attorneys' fees. California law applies to this contract. No action or proceeding may be instituted on or related to this contract except in the Municipal or Superior Court, San Diego County, California, or the Federal District Court, Southern District of California. Time is of the essence in this contract.

LOCATION OF EXHIBITS: The Exhibition will be held in the Del Mar Fairgrounds, September 15-16, 2012. All measurements and booth layouts shown on the floor plan are as accurate as possible, but Promoter reserves the right to make such modifications and change booth assignments as may be necessary to adjust the floor plan at any time to meet the needs of the Promoter, Exhibitors and the Exhibits. Promoter also reserves the right to change booth assignments if Exhibitor has not met the agreed upon payment schedule herein.

EXHIBITION RULES: Exhibitor further agrees to abide by the additional exhibition rules in the Exhibitor Service Kit supplied to the Exhibitor by Promoter prior to the commencement of the show. These additional rules and regulations are incorporated by reference into this agreement.

USE OF SPACE: All demonstrations or other promotional activities must be confined to the limits of exhibit space rented. 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 the demonstrations or other promotions. No person, firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area.

Promoter reserves the right to restrict exhibits which, because of noise, method of operation, materials, or for any other reason, become objectionable; and also to prohibit or remove any exhibit which, in the opinion of the Promoter, may detract from the general character of the Exhibition as a whole. This reservation includes persons, things, conduct, printed matter, and anything of a character which the Promoter determines is objectionable. In the event of such restriction or removal, the Promoter shall not be liable for any refunds or other exhibit-related expenses.

LIABILITY: Neither the Promoter nor its agents or representatives will be responsible for any injury, loss or damage that may occur to the Exhibitor or to the Exhibitor's employees, agents or property from any cause whatsoever. Exhibitor shall obtain at its own expense adequate insurance in the amount specified by Promoter against any such injury, loss or damage. Promoter may specify itself and/or other entities to be named as additional insured parties in such insurance. The Promoter 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 its control. Anyone visiting, viewing, or otherwise participating in the Exhibitor's exhibit is deemed to be the invitee or licensee of the Exhibitor, rather than the invitee or licensee of the Promoter. The Promoter shall not be liable for any injury whatsoever to property of the Exhibitor or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the Exhibitor. Exhibitor agrees to abide by existing agreements and regulations covering the use of services or labor in the conference and exhibit facility. The Exhibitor assumes full responsibility and liability for the actions of its agents, employees and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, defend and hold harmless Promoter, its employees and contractors and the Exhibit Hall, from all losses, costs, damages or expenses, including attorneys' fees, resulting directly or indirectly from the actions or omissions of Exhibitor, its agents, employees, or independent contractors. There is no other agreement or warranty between the Exhibitor and the Promoter except as set forth in this document. The rights of the Promoter under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized officer of the Promoter.

SECURITY AND INSURANCE: Promoter will provide guard service during the hours the exhibit area is closed. However, the Exhibitor is solely and fully responsible for its own exhibit material and should insure its exhibit against loss or damage from any cause.

LIABILITY INSURANCE: Insurance certificates must be available for inspection prior to August 1, 2012, by show management. Exhibitor shall carry comprehensive general liability coverage, including premises, operations and contractual liability coverage, of at least \$1,000,000 for personal injury liability, and \$1,000,000 for property damage liability, and statutory workmen's compensation with employer's liability with a limit of at least \$500,000. Failure of Promoter to request such certificate(s) shall not relieve Exhibitor from carrying above insurance. Promoter may specify itself and/or other entities to be named as additional insured parties in such insurance.

CARE OF BUILDING AND EQUIPMENT: Exhibitors, or agents, must not injure or deface the walls or floors of the building, the booths, or the equipment of the booths. When such damage appears, the Exhibitor is liable to the owner of the property so damaged. All materials used in decoration must be flame proofed. Electric wiring must conform to Government requirements and safety rules, and all applicable fire laws, electrical codes and other laws, which affect the installation, conduct and disassembly of the exhibit. Combustible materials or explosives are not permitted in the exhibit hall. The Exhibitor shall also comply with all reasonable requests of officials of the exhibit hall and the Promoter with respect to the installation, conduct and disassembly of its exhibit.

CANCELLATION POLICY: Exhibitor, by its signature on the contract, agrees to pay the full Space Rental Fee, including any increases thereto provided for in this contract due to failure to comply with the payment schedule herein. If Exhibitor wishes to downsize the exhibit space contracted for, the full space rental fee contracted for herein will nonetheless be due and payable. If Exhibitor wishes to cancel the exhibit space contracted for hereunder, the following cancellation provisions will apply: (i) All cancellations must be made in writing and shall be effective on the date of receipt by Promoter; (ii) Cancellations received prior to June 15, 2012, shall be subject to a cancellation fee of one-half of the space rental fee specified in the Booth Costs section herein; (iii) Cancellations made on or after June 15, 2012 shall be subject to a cancellation fee of the full space rental fee. The cancellation fees herein shall be deducted from deposits made by Exhibitor. If deposits made are insufficient to pay the applicable cancellation fee, Exhibitor agrees to pay the deficiency within 10 days of invoicing thereof. In addition to other amounts due hereunder, the Exhibitor will be responsible for the cost of decorating the Exhibitor's space, as deemed appropriate by Promoter, for any written cancellation received after August 1, 2012. Cancellations submitted in writing and received by Promoter on or before August 1, 2012, will not be assessed charges for decorating vacated exhibition space. Any refunds due any Exhibitor as a result of cancellation of this contract will be made within 30 days after the completion of the exhibition. If booth space is not occupied by 5:00 p.m., September 14, 2012, the Promoter shall have the right to use such space as it sees fit without payment or remuneration. Except as the Exhibitor's rental obligation may be reduced as set forth in the Cancellation Policy above, the Exhibitor is responsible for the total booth rental fee whether the Exhibition, in whole or part, as the result of riot, strike, civil disorder, act of war, act of God, or any other reason of any kind whatsoever not within the Promoter's control, is held or not. 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, and the parties agree that the Promoter shall not be a bailee thereof.