

TERMS AND CONDITIONS

EXHIBIT SPACE – BOOTH PAYMENT AND CANCELLATION POLICIES

Exhibitor Agrees:

1. All standard display booths are 10' x 10' (100 square feet minimum). The cost of a display booth in the 2011 Golf Industry Show is \$23 per square foot. Golf Industry Show Management will accept payments by Visa, MasterCard and American Express. However, if you pay for your exhibit space by check, cash or money order, you will receive a \$50 discount per square foot, bringing the fee to \$22.50 per square foot. Applicable taxes, if any, shall also be charged. Upon execution of this Contract, Exhibitor agrees to pay a deposit of 50% of the total cost of the booth space. The balance of the booth space is to be paid no later than October 29, 2010. If an Exhibitor fails to make this payment or has a past due indebtedness to the Golf Course Superintendents Association of America (GCSAA) or the National Golf Course Owners Association (NGCOA) in excess of 60 days prior to the first day of move-in, then Show Management (GCSAA and NGCOA) may cancel this Contract and shall have the rights set out in paragraph 3.(C) below, as if an Exhibitor had cancelled after October 29, 2010.

If this Contract is submitted on October 29, 2010, or later, full payment of booth space is required.

No space allocations will be made, nor will this Contract be processed, until payment is made for debts and obligations to GCSAA or NGCOA that are in excess of 60 days due and owing prior to the first day of move-in. GCSAA or NGCOA reserve the right to offset any debt 60 days past due with payments received under this Contract. In the event such Exhibitor fails to submit payment for such past due indebtedness and its proportional payment due and owing pertaining to the space contract, Show Management reserves the right to prohibit the Exhibitor from participating in the 2011 Golf Industry Show. Refunds for overpayment of exhibit space will be issued via check regardless of method of payment received.

2. That the Terms and Conditions are hereby incorporated in and made a part of this Contract, and shall be binding on the parties hereto. Show Management will have the right of interpretation and approval of all matters pertaining to the Contract, rules and regulations.
3. That booth space will be considered cancelled by an Exhibitor upon the date that written notice of cancellation is received by Show Management and refunds for cancelled space will be given as follows:
 - a. If space is cancelled before September 10, 2010, Show Management will retain or collect 30% of the total booth cost.
 - b. If space is cancelled on September 10, 2010, or thereafter, through and including October 29, 2010, Show Management will retain or collect 50% of the total booth cost.
 - c. If space is cancelled after October 29, 2010, Show Management will retain or collect 100% of the total booth cost.
 - d. If the Exhibitor downsizes by more than 50% of their original booth request on the space contract, they will be required to move to a new booth location.
 - e. In the event the Show is cancelled because of reasons beyond the control of Show Management, space fees or deposits already made will be returned to Exhibitors on a pro rata basis, after all related Show expenses incurred by Show Management, through the date of cancellation, have been met and such refund shall be accepted by Exhibitor in full settlement of all loss or damage suffered by Exhibitor.
 - f. If by reason of fire, hurricane, disaster or other acts of God, war, terrorism, government regulations, strikes, civil disorder, curtailment of transportation facilities or another cause or condition beyond the control of Show Management, Convention Center becomes unavailable or reduces the space available, Exhibitor hereby authorizes Show Management to assign to Exhibitor, in lieu of the space described herein, such space, regardless of size or location, in such other building as Show Management may be able to procure for the holding of such exhibition, regardless of the location thereof.

Exhibitor shall use and occupy such substituted space at the same rent and under the same terms and conditions as are set forth in this Contract, and Show Management shall not be liable to Exhibitor for any loss or damage suffered by Exhibitor by reason of such unavoidable postponement and relocation of the Exhibition.
4. Show Management has the absolute right to cancel the Contract if Exhibitor fails at any time to comply with any of the terms, provisions or conditions of the Contract. Such cancellation shall be without liability on the part of Show Management, and in the event of cancellation under this paragraph, Show Management shall retain all payments made by Exhibitor for booth space. Show Management has the absolute right to cancel the Contract if Exhibitor becomes insolvent.

SELECTION AND ASSIGNMENT OF EXHIBIT SPACE

5. Show Management will have the right to make all space assignments in accordance with the Golf Industry Show Priority Point System. Show Management reserves the right to shift space assignment after the Contract has been signed if it is necessary or refuse space to any company, if necessary, for the overall good of the Show. Show Management will do everything possible to help Exhibitor select their booth location but can not guarantee that booth space will not be in close proximity to a competitive company.
6. Golf Industry Show priority points determine the order of exhibit space selection in the Golf Industry Show. Please log on to www.golfindustryshow.com for a full explanation of the Golf Industry Show Priority Point System and how priority points are earned. The priority point deadline for the 2011 Golf Industry Show is **April 16, 2010**. Each space contract (with deposit) received on or before April 16, 2010, will be allotted space on the basis of the Golf Industry Show Priority Point System. Space contracts received after April 16, 2010, will be assigned on a first-come, first-served basis. Exhibitors who do not hold any priority points within the Golf Industry Show Priority Point System will be considered in the order of receipt of Contract and deposit. New exhibitors are advised to send in their Contract and deposit as soon as possible. If exhibitor space contract is received without a deposit, Show Management will hold the space for the exhibitor, but will only hold this space for one week. If the deposit on the booth space (or full payment if contract is received after October 29, 2010) is not received by the end of this one-week period, Show Management is free to release the space.
7. Floor plan – All the dimensions and locations shown on the official floor plan are believed, but not warranted, to be accurate. Show Management reserves the right to make such modifications as may be necessary to meet the needs of the Exhibitors and the exhibit hall.
8. Provide Show Management a certificate of public liability insurance at the time this Contract is signed by Exhibitor in an amount not less than one million (\$1,000,000) dollars insuring against all claims, suits and demands for personal injury or property damage occurring in or on the Exhibitor's booth or island space or caused by any act or omission of the Exhibitor, its agents, servants or employees. **This Contract will not be enforceable without a certificate of insurance and failure to provide a certificate of insurance will preclude Exhibitor from participating in the Golf Industry Show.**

EXHIBIT INSTALLATION AND DISMANTLING

9. **Move-In Schedule**
Sunday, Feb. 6, 2011 8:00 a.m. – 4:00 p.m.
Monday, Feb. 7, 2011 8:00 a.m. – 6:00 p.m.
Tuesday, Feb. 8, 2011 8:00 a.m. – 6:00 p.m.

Exhibit must be completed by 6:00 p.m., Feb. 8, 2011. If an Exhibitor fails to occupy the assigned space by this deadline, Show Management has the right to utilize the area in any way it may decide without relieving the Exhibitor of the obligation to pay in full.

Trade Show Dates

Wednesday, Feb. 9, 2011	7:00 a.m. – 9:00 a.m.	Distributor Preview
Wednesday, Feb. 9, 2011	9:00 a.m. – 5:00 p.m.	
Thursday, Feb. 10, 2011	9:00 a.m. – 6:00 p.m.	

Move-Out Schedule

Thursday, Feb. 10, 2011	6:30 p.m. – 10:00 p.m.
Friday, Feb. 11, 2011	8:00 a.m. – 4:00 p.m.

Dismantling of exhibits may begin at 6:30 p.m., Feb. 10, 2011. **No portion of any exhibit may be removed before this time.** All exhibits must be removed from the exhibit hall by 4:00 p.m., Feb. 11, 2011. Freight carriers must be checked into the marshalling yard by noon on Friday, Feb. 11, 2011.

STANDARD BOOTH EQUIPMENT PROVIDED

10. Included in the price of each booth (except islands) will be an 8-foot-high draped background with 36-inch side-rails, drapery, and a 7" x 44" company identification sign with company name, city and state. Show site material handling (i.e. drayage; the movement of show materials from shipping dock to booth for show set up and back to dock for return shipment at end of show) is also included in the Exhibitor's space cost and available to all Exhibitors displaying at the 2011 Golf Industry Show. All other furnishings, floor covering and additional booth requirements will be provided by the Exhibitor, at his/her own expense and responsibility.
 - a. Show Management will include Exhibitor's name, address, phone, personnel contact, web site, product categories and booth number in its Official Golf Industry Show Directory. This information is to be supplied by Exhibitor on this Contract and Show Management will not be responsible for any errors or omissions.
11. **General Service Contractor** Order forms for booth furnishings, labor and other show services will be included in the Exhibitor Service Kit. You can access the service kit online at www.golfindustryshow.com in October 2010.
 - a. The Golf Industry Show official General Service Contractor will maintain an Exhibitor Service Center in the exhibit area during all hours of exhibit installation, all show hours and exhibit dismantling. The official General Service Contractor is responsible for all arrangements with the decorator and drayage company. Exhibitor on-site material handling fees (i.e. drayage; the movement of show materials from shipping dock to booth for show set up and back to dock for return shipment at end of show) are included in the booth cost and will not be billed to the Exhibitor as a separate expense.
 - b. The use of specialized equipment (i.e. forklifts), required in connection with installing or assembling, booth work, spotting and/or rigging will be available and charged in addition to the Exhibitor at hourly rates by the official General Service Contractor.
 - c. Any questions regarding rules and regulations of the Golf Industry Show exhibit policies should be directed to Show Management.

DRAYAGE AND SHIPPING INSTRUCTIONS

12. The Exhibitor Service Kit will contain information on where to ship all goods and display materials being shipped by public carrier.
 - a. All correspondence regarding material handling services (i.e. drayage; the movement of show materials from shipping dock to booth for show set up and back to dock for return shipment at end of show) should be directed to the General Service Contractor, with a copy to Show Management.
 - b. Delivery of goods – The official General Service Contractor will receive all shipments up to 30 days in advance, not including Saturdays, Sundays or holidays, will deliver them to the booths for installation, will remove empty crates from the exhibit area before Show time and return same to exhibit booths upon the close of the Show. Shipments sent direct to show site will not be billed for material handling. Information on charges for shipments sent to the warehouse will be included in the Exhibitor Service Kit. Empty crates must be stored in a location that is acceptable to the official General Service Contractor and will not be permitted to remain in the exhibition area and building during the course of the Show.

13. SPACE REGULATIONS

- a. Exhibitor herewith agrees to comply with this provision and exhibit only at the conference site covered by this agreement. Exhibitor likewise agrees that exhibits are only allowed within the Convention hall and no outside demonstrations, advertising, sponsorships and promotional activities, meetings, seminars, educational sessions, product exhibits, displays, or group product discussions may be conducted anywhere, including participation in non-sanctioned GIS events, without the express written consent of Show Management. The adherence to this provision continues from the beginning of the GCSAA Golf Tournament through the conclusion of all GIS-related events.
- b. The distribution of magazines, newspapers, promotional materials and other literature outside Exhibitor's assigned exhibit space and at official Golf Industry Show hotels is prohibited without express written consent of Show Management.
- c. No Exhibitor shall reassign, sublet or share the whole or any part of the exhibit space allotted to the contracting firm without the express written consent of Show Management. If Show Management is provided written documentation by a parent company showing ownership of another company, the parent and subsidiary may occupy the same exhibit space.
- d. All exhibits must conform to the International Association of Expositions and Events display guidelines adopted by Show Management and contained in the Exhibitor Service Kit and online. Partitions separating neighboring exhibits must remain intact.
- e. The host chapter cannot sell, rent, or lease exhibit space, demonstration space, allow signs or placards, tee markers or other commercial or product identification at the tournament courses or tournament course surrounding property or tournament hotel contracted by Show Management.
- f. GCSAA maintains sole proprietary sponsorship of the GCSAA National Championship and Golf Classic, and NGCOA maintains sole proprietary sponsorship of the NGCOA Golf Outing.
- g. Annoyance – Exhibitors will take every reasonable precaution to minimize the noise of operating exhibits. In the event that any other Exhibitor objects or protests to the noise level, Show Management shall reserve the right to require the Exhibitor to cease operation of the exhibit or take measures to reduce the noise level (under 85 decibels). Exhibitors are prohibited from using objectionable amplifying or special lighting equipment. In all cases, Show Management shall have the absolute right to require Exhibitor, at Exhibitor's expense, to change, alter, modify or remove all or part of its exhibit or display booth. Grounds for such action shall include but not be limited to:
 - i. Lack of aesthetic uniformity or harmony with other display booths at the Golf Industry Show.
 - ii. Non-compliance with express restrictions on the dimensions of the display booth or any part thereof contained in the Space Contract.
 - iii. Objectionable noises or odors emanating from the display booth.
 - iv. Obstruction of aisles or of other display booths.
 - v. Objectionable clothing or attire worn by Exhibitor's personnel, its agents or models. Attire not normally worn in a business office is specifically prohibited, unless exempted in writing from Show Management because of a costume's significance to a firm's product or service.
 - vi. Distribution of materials that may be considered offensive or not in good taste.

- h. Floor Safety – Show Management reserves the right to stop any product demonstration on the show floor which is determined by Show Management to be a hazard or not consistent with the rules and regulations of Show Management exhibit policies or disrupt the Show. Examples, grinding machines without proper safety shields, dangerous use of log splitters or hydraulic equipment (lifts) or any other mechanism that Show Management deems constitutes a hazard or is otherwise inconsistent with the safety of the Show. It is the Exhibitor's responsibility to operate in accordance with all related Federal and State rules and regulations.
- i. Product discounts – Exhibitors are encouraged to advertise product discounts in the exhibit area.
- j. The use of helium balloons in exhibit design and/or promotional activities is strictly prohibited, except in the case of Exhibitor sign/banner displaying company logo (Minimum dimensions are 4' x 4'). ALL helium balloon sign/banner requests need to be approved by Show Management in writing 60 days prior to the Show. In the event a helium balloon is released, all associated charges to retrieve the helium balloon will be borne by the Exhibitor.
- k. The use of gambling or gambling equipment in exhibit design and/or promotional activities is strictly prohibited. This includes the use of slot machines, roulette wheels, card and dice games, etc. The determination of whether any device or activity violates this prohibition will be determined by Show Management.
- l. Video production and/or graphic reproduction of other Exhibitors' booths and products displayed therein is strictly prohibited. No video taping equipment of any kind is allowed in exhibit areas except by persons authorized as media by Show Management.
- m. Exhibiting companies are not permitted to serve alcoholic beverages. Exhibiting companies who are manufacturers or distributors of alcoholic beverages may offer sampling in their designated booth spaces, but need to make all necessary arrangements (including permits, licenses, etc.) through Centerplate. These companies must have approval for sampling by show management and provide a liquor liability certificate in an amount not less than one million (\$1,000,000) dollars. The serving of all other food and non-alcoholic beverages in display booths is the responsibility of the Exhibitor, and arrangements must be made through Centerplate.
- n. Bridging of aisles or endcapping of booth is prohibited.
- o. Visitors to the booth must be contained within perimeters of same. No overflow into the aisles will be permitted as fire regulations indicate all aisles must be free for egress in the event of an emergency.
- p. All activities, drawings and/or giveaways must be approved in writing 60 days in advance by Show Management. Final results must then be reported within 10 days of Show's conclusion.
- q. All vendors must conduct themselves and their activities in a manner consistent with the guidelines expressed by the Equal Employment Opportunity Commission at 29 C.F.R. sec. 1604.11 et seq. which prohibits discrimination against any employee or applicant for employment because of race, color, creed, national origin or ancestry.
- r. Exhibitors are prohibited from using live animals in their exhibit without prior approval of Show Management.
- s. Violations of any of the above mentioned rules can result in the cancellation of the Exhibitor Contract and removal of the exhibit from the Show without refund or liability to Show Management.

14. EXHIBIT DESIGN REGULATIONS

- a. Exhibitors are required to furnish their entire exhibit space with carpeting or floor covering.
- b. It is the Exhibitor's responsibility to ensure proper exhibit booth construction. Drapes, signs, banners, acoustical materials, cotton, paper, hay, straw, moss, split bamboo, plastic cloth shall be flame retardant or fabricated of inherently fireproof materials. Note: a flame test may be performed when deemed appropriate by the Fire Prevention Bureau or other such government agency.

Also, all flowers and trees must be live plants. No flammable fluids or substances may be used or shown in booths. All packing materials such as excelsior, cardboard cartons, etc., must be removed from the booth prior to the opening of the Show. No materials may be stored in the area behind the booth.
- c. Operation of gasoline-powered vehicles will be permitted during move-in and move-out periods. However, all fueling of vehicles must be accomplished outside the exhibit hall.

If the Conference Site City has a contrary fire code or the convention center dictates otherwise, the exhibitor agrees to comply with those regulations regarding gasoline-operated vehicles/equipment.

Gasoline-operated vehicles/equipment on display must have one (1) gallon or less fuel in tanks. Fuel tank caps must be locked or taped and battery cables must be disconnected and taped. Fuel is to be dispensed or removed with approved safety equipment. No LP tanks, empty or filled, are authorized to be stored in the building. No gasoline or other type of fuel-operated motor may be demonstrated inside the exhibit hall during the Show.
- d. Any event involving movement of a vehicle using fuel as a propellant or use of electrical systems to demonstrate moving parts is prohibited without written approval of the Fire Department. Show Management will solely determine whether any of the articles or things are objectionable and the decision of Show Management is final.
- e. Written authorization by first, the Convention Center General Manager, and then, the Fire Prevention Division shall be required for the display and operation of any electrical, or mechanical devices which may be deemed hazardous by the Fire Prevention Division and the use or storage of flammable liquids, or compressed gases.
- f. Hazardous chemicals and materials, including pesticides, fungicides, insecticides, caustics, corrosives, oxidizers, flammables, poisons and toxins are prohibited inside the building.
- g. All electrical equipment must be U.L. (Underwriter Laboratories) approved. Installation of all such equipment is to be under supervision of the Convention Center Building Services.
- h. Banners, decorative signs, etc. rigged from the ceiling must be approved a minimum of 30 days prior to installation by the decorator and Show Management. Method of installation, location, and material used are subject to approval by the General Manager, Assistant General Manager, Operations or Director of Building Services.
- i. All fountains must be waterproof and shall be tested prior to installation.
- j. No "stick-on" decals and similar promotional items may be distributed or applied in the building.
- k. Show Management will have sole control over all admissions of persons.

15. CARE OF BUILDINGS AND EQUIPMENT

- a. Exhibitors are directly responsible for any damage to the Convention Center. Nothing may be affixed to any wall, ceiling or floor without express written permission from the Convention Center. Any damage to floors caused by leaking equipment will be the direct responsibility of the Exhibitor. Skids must be used on all pieces of heavy equipment not on wheels. Bolts, fasteners or other projects on skids must be counter-sunk to avoid damage to the floor.

16. SECURITY SERVICE

- a. Show Management will provide security during published set-up and dismantling hours, Show hours and all hours that the Show is closed during the Show days. However, each Exhibitor will be responsible for his

exhibit at all times. Show Management, the Convention Center and the official General Service Contractor shall not be liable for any loss, damage or displacement of an Exhibitor's property due to any cause.

17. EXHIBITOR HOSPITALITY SUITES/ACTIVITIES

- a. Exhibitors planning hospitality suites or outside activities of any kind, either prior to, during or subsequent to this Show, must provide Show Management with a written schedule of such activities. Exhibitors, upon signing this Contract, expressly agree that such activities will not conflict with Show hours or any official event scheduled by GCSAA or NGCOA for the Golf Industry Show. Failure to comply with this could result in cancellation and removal of an exhibit without refund or liability to GCSAA or NGCOA.

18. LIABILITY

- a. The Exhibitor agrees to make no claim against GCSAA or NGCOA, its members, any related companies, its agents or employees, or against the Convention Center, its agents or employees for any injury to any Exhibitor, his employees, agents or property or for any loss by fire, water, theft, damage, delay, mechanical failure, labor trouble or any cause whatsoever while Exhibitors and merchandise are in transit, or within the exhibit hall, nor for any damage to his business, for failure to provide space in the exhibit hall, nor for any action of GCSAA or NGCOA, its members, or agents for failure to hold the Show as scheduled. GCSAA and NGCOA reserve the right to restrict, close and remove exhibits because of noise, method of operation, uncooperative personnel, discord in advertising or for any other reason as determined by GCSAA or NGCOA.
- b. The Exhibitor further agrees to indemnify and hold harmless the GCSAA and NGCOA from any liability resulting from the acts of omissions of the Exhibitor, its agents, servants or employees.

19. REMOVAL OF EXHIBITS

- a. Show Management reserves the right without notice and with no liability whatsoever for damage or loss, for inconvenience, or business interference, to close down, dismantle, dispose of, store or clear away from the premises, or to order such work to be done at the expense of the Exhibitor, any exhibit display material, goods, property or merchandise of any Exhibitor who fails to comply with any of the official Rules and Regulations of Show as set forth herein. Should any Exhibitor fail to dismantle its display and remove its products and/or services within the terms of Show Management lease with the Convention Center, Show Management may authorize the official General Service Contractor to remove said display products and/or services, at Exhibitor's expense, without liability on the part of Show Management, the Convention Center, or the official General Service Contractor.

20. SPECIAL REGULATION

- a. GCSAA and NGCOA are granted exempt status by the Internal Revenue Service because of the nature of their activities. In order that our annual Golf Industry Show may be conducted within the rules and regulations stipulated by the IRS, it is imperative that each Exhibitor understands and agrees to the following:
 - i. That the main purpose of the Show is the promotion and stimulation of interest in, and demand for the golf course and facility management industry's products and services in general and is conducted in a manner reasonably calculated to achieve that purpose.
 - ii. That the Show is presented as a service to the golf course, facility and club management industry and for the information and education of members and visitors through contact with exhibit personnel and products.
 - iii. The Show is limited to those persons, firms, and corporations that have contracted and paid for exhibit space in the exposition facility. No other persons, firms or corporations will be permitted to demonstrate products, solicit orders or distribute advertising matter on the floor of or in exposition facility. Any person violating this rule will be promptly ejected from the Convention Center.

21. CONTRACT TERMS

- a. This Contract contains the entire agreement between the parties and for all purposes shall be deemed to have been executed under and subject to and constructed in accordance with the laws of the State of Kansas. The terms of this Contract may not be changed or modified unless agreed to in writing and signed by both parties. Further, the descriptive headings of this Contract are inserted for convenience of reference only and do not constitute a part of and shall not be utilized in interpreting this Contract.
- b. All notice and other communications required to be given under this Contract shall be in writing and shall be addressed to the addressee on the signature page of this Contract or to such other address as either party hereto shall be designated to the other in writing. Notices are effective upon receipt by the receiving party.
- c. Failure of either party to insist upon the strict and prompt performance of any of the terms, covenants, agreements and conditions upon the other party herein imposed shall not constitute or be construed as a waiver or relinquishment of such party's right hereafter to enforce any such terms, covenants, agreements or conditions, but such right shall continue in full force and effect.
- d. This Contract shall not constitute the Exhibitor as an agent or employee of GCSAA or NGCOA. The Exhibitor shall not have any right to bind the GCSAA or NGCOA or to transact any business or make any promises or representations on behalf of the GCSAA or NGCOA, except as herein expressly provided. Neither this Contract nor the relations between the parties hereto shall constitute a partnership or a joint venture between the GCSAA or NGCOA and the Exhibitor.
- e. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the terms of this Contract, such provision shall be fully severable; this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance from this Contract. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable. This Contract shall be governed and construed and the legal relations shall be determined in accordance with the laws of the State of Kansas, United States of America.
- f. The following charges are the sole and direct responsibility of Exhibitor, and GCSAA and NGCOA will incur no responsibility or liability with respect to them:
 - i. Any expenses incurred by Exhibitor as a result of any partial or total evacuation of the Convention Center which is beyond the control of Show Management.
 - ii. Any expenses incurred by Exhibitor in order to comply with any federal, state or local government regulations and taxes.
 - iii. Any expenses incurred by Exhibitor in order to comply with any regulations imposed by the Convention Center.
 - iv. Any expenses incurred by Exhibitor due to strike or labor dispute beyond the control of Show Management, its agents, or the Convention Center.
 - v. Exhibitor shall be liable to GCSAA or NGCOA for any and all expenses incurred by GCSAA or NGCOA including attorney's fees and court costs, in exercising and/or enforcing any of its rights under this Contract, or incurred by GCSAA or NGCOA as a result of Exhibitor's violation or failure to comply with all the terms of this Contract.