



Exhibit Space Contract: 2009

November 14th & 15th, Exhibit Hall @ Del Mar Fairgrounds, San Diego, CA
 www.photoexpowest.com / Phone: 800.637.8087 / Fax: 858.391.1417

EXHIBITOR INFO		The information submitted on this form will appear on the Photo Expo West 2009 website and may be referenced in associated promotional materials.	
Company			
Company Contact			
Address			
City		State	Zip
Phone		Fax	Website Address
Email			
Tradeshaw Contact (if different than above)			Phone
Email			
This application is considered a binding contract once signed and accepted by Delkin Devices and a deposit is submitted. We agree to abide by the attached terms and conditions detailed on the following page.			
SIGNATURE REQUIRED			
Signature of Official Company Representative			Date

BOOTH REQUEST		Minimum booth size is a 10ft x 10ft (100 square feet); all booths are sold in 100ft increments (example: 10ft x 20ft = 200 sq. ft; 30ft x 30ft = 900sq ft.)	
X	Platinum (#307)	\$10,000.00	BOOTH PREFERENCE
X	Gold (#501, 503, 603, 605)	\$5,000.00	
X	Silver	\$1,000.00	
X	Electrical (optional)	\$100.00	
Total Booth Cost		\$	
<small>Delkin Devices reserves the right, to our sole and absolute discretion, to determine who will be permitted to display products as an exhibitor and the size, location and configuration of exhibition space for which the application is made. Exhibiting at previous shows, nature of product displayed, number of booth requested and other factors may influence, but does not guarantee location of exhibition space.</small>			TOTAL # OF SQ. FT

FEES AND PAYMENT	
Booth	\$
Electrical	\$
Pre-Event Material Storage	\$250.00
TOTAL	\$
50 % Deposit (due 9/15/09)	\$
Remainder (due 10/15/09)	\$
<input type="checkbox"/>	Please check here if you would like us to contact you about other show marketing opportunities.
FOR SHOW MANAGEMENT USE ONLY	
X _____ X _____ Application Accepted By Date	
BOOTH #	

PAYMENT INSTRUCTIONS	
Step 1: Fax completed contract to (858) 391-1417	
Step 2: Once the contract is confirmed an invoice will be sent to the contact person designated on this form. The exhibitor must submit 50% deposit by 9/15/09, or show management reserves the right to release booth space. Final payment must be made by 10/15/09.	
Mail Checks To: Delkin Devices, Inc. Attn: Photo Expo West 13350 Kirkham Way Poway, CA 92064	Electronic Transfer: Union Bank of California, Comm. Banking 4660 La Jolla Village Drive San Diego, CA 92122 SWIFT: BOFCUS33MPK Bank Account Number: 3530012394
Credit Card Payments:	
CC# _____	
Exp: _____	Card Type: _____
Name on CC: _____	
Step 3: This document constitutes a contract when signed by both the exhibitor and a Delkin Devices representative. Please note that receipt of this completed Exhibit Space Contract and payment are both required in order to exhibit.	

1) **Defined Terms:** "Event" means the Photo Expo West, scheduled to be held November 14-15, 2009 (the "Event Dates") at the Exhibit Center, Del Mar Fairgrounds, San Diego, CA (the "Exhibit Facility"). It is owned, produced and managed by DELKIN DEVICES, INC. "Organizer" means, collectively, DELKIN DEVICES, INC., its officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by DELKIN DEVICES, INC. in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

2) **Contract Acceptance:** This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed on the facing page by a duly authorized representative of DELKIN DEVICES, INC.

3) **Assumption of Risks; Releases:** Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph or not.

4) **Indemnification:** Exhibitor shall indemnify, defend (with legal counsel satisfactory to DELKIN DEVICES, INC.), and hold Organizer and the Exhibit Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

5) **Limitation of Liability:** Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to DELKIN DEVICES, INC. by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. Management may employ reputable guards during the course of the exhibition to regulate the flow of attendees at the Event. These guards are not security guards. Neither Organizer, nor the owners or lessors of the Event Facility, shall assume any responsibility for Exhibitor's personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft.

6) **Qualifications of Exhibitor:** DELKIN DEVICES, INC., in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and/or services to the photography industry. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. DELKIN DEVICES, INC. reserves the right to restrict or remove any exhibit that DELKIN DEVICES, INC., in its sole discretion, believes is objectionable or inappropriate.

7) **Assignment of Space:** Exhibit space shall be assigned by DELKIN DEVICES, INC. in its sole discretion for the Event and for the Event Dates only. That assignment does not imply that similar space will be assigned for future Events. DELKIN DEVICES, INC. reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason.

8) **Booth Placements:** DELKIN DEVICES, INC. will attempt to honor all booth placements based on the previous Event if application and payment are made within stipulated time limit. However, DELKIN DEVICES, INC. reserves the right to make alternative placement. Offers made as to location of space are current policy and not a guarantee. DELKIN DEVICES, INC. shall be the final authority in assigning space. DELKIN DEVICES, INC. may refuse acceptance of any contract for any or no reason. DELKIN DEVICES, INC. reserves the right to determine the eligibility of any company or product for inclusion in the Event. No exhibitor shall exhibit or permit to be exhibited in the space allocated to it any merchandise other than that specified in its contract. DELKIN DEVICES, INC. further reserves the right to add, alter or delete from the Event's floor plan at any time in its sole discretion.

9) **Cancellation by Exhibitor:** If the Exhibitor desires to cancel all or part of the display space prior to one hundred twenty (120) days before opening date of the exposition, it must do so in writing by certified mail to DELKIN DEVICES, INC. Expositions, and the exhibitor will be charged 20% of its original total exhibit space. Exhibitor must pay the full contracted display space fee for cancellations / reductions within one hundred twenty (120) days of the opening date of the exposition. After the 120 day period, the Exhibitor shall not be entitled to any refund of exhibit fee. Because these dates are related to the Event Dates and not to the date of this contract, these dates shall apply regardless of the date on which this contract is executed. This amount is considered to be liquidated and agreed upon damages, for the damages DELKIN DEVICES, INC. will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the Organizer to sustain damages. In this situation, the Organizer's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date DELKIN DEVICES, INC. receives the written notice. DELKIN DEVICES, INC. reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original contract and an offer to purchase new booth space. Exhibitor may be required to move to a new location if it requests a downsizing of space.

10) **Cancellation by DELKIN DEVICES, INC.:** If Exhibitor fails to make a payment required by this contract in a timely manner, DELKIN DEVICES, INC. may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund any monies previously paid. DELKIN DEVICES, INC. reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Organizer. DELKIN DEVICES, INC. is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability hereunder. DELKIN DEVICES, INC. may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with Organizer, without any obligation to DELKIN DEVICES, INC., part to refund any payments previously made and without releasing Exhibitor from any liability arising as a result of or in connection with such breach. If DELKIN DEVICES, INC. removes or restricts an exhibit that DELKIN DEVICES, INC. considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

11) **Cancellation of the Event:** If DELKIN DEVICES, INC. cancels the Event due to circumstances beyond the reasonable control of DELKIN DEVICES, INC. (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), DELKIN DEVICES, INC. shall refund to Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer to Exhibitor. DELKIN DEVICES, INC. reserves the right to relocate the Event or to change the Event location, or to change the name of the Event, or to change the name of the Event, or to change the Event Dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, but DELKIN DEVICES, INC. shall assign to Exhibitor, in lieu of the original space, other space as DELKIN DEVICES, INC. deems appropriate and Exhibitor agrees to use that space under the terms of this contract. If DELKIN DEVICES, INC. elects to cancel the Event other than for a reason previously described in this paragraph, DELKIN DEVICES, INC. shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

12) **Exhibit Space Occupancy:** DELKIN DEVICES, INC. shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to install its display in its assigned space by Saturday, November 14th, 2009 at 03:00am local time or leaves its space unattended at any time during the Event, DELKIN DEVICES, INC. shall have the right to take possession of the space, terminate this contract and no refund will be due to Exhibitor. All exhibits must be open for business at all times during the Event.

13) **Trade Show Set-up and Show Hours:** Information on set-up and Event hours will be provided to you in the Exhibitor Service Kit as well as information on installation and removal of exhibits. Exhibits must remain open in accordance with the schedule published prior to the Event or as amended by DELKIN DEVICES, INC. NO BREAKDOWN or DISMANTLING OF EXHIBITS will be permitted before the Event officially closes down. If Exhibitor infringes this rule, it will be assessed a fee of \$500 per booth and may be banned from future Events.

14) **Listings and Promotional Materials:** By exhibiting at the Event, Exhibitor grants to Organizer a fully paid, perpetual nonexclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic or other media) listing the companies exhibiting at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials. Organizer may also take photographs of Exhibitor's booth space, exhibit, guests and personnel during, before or after the open hours of the Event and use those photographs for any promotional purpose.

15) **Care of Exhibit Facility:** Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, both equipment or the property of others caused by Exhibitor.

16) **Taxes and Licenses:** Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of DELKIN DEVICES, INC.

17) **Insurance:** Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. The insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

a. Workers' compensation insurance;
b. Comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable);

c. Automobile liability insurance with limits not less than \$500,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators (if applicable).

The insurance policies shall name as additional insureds DELKIN DEVICES, INC. Expositions, Inc., the Event Facility, the General Service Contractor and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to DELKIN DEVICES, INC., shall be furnished to DELKIN DEVICES, INC. Certified copies of the certificates of insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to DELKIN DEVICES, INC.

18) **Intellectual Property:** Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments. DELKIN DEVICES, INC. may refuse to permit Exhibitor to exhibit or display any items that DELKIN DEVICES, INC. reasonably believes infringe the rights of other parties. If Exhibitor refuses to remove any of those items from display, in addition to any other remedies available, DELKIN DEVICES, INC. may terminate this Agreement immediately and evict Exhibitor from the Event without any liability to Exhibitor or any other party.

19) **Observance of Laws:** Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Event Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

20) **Additional Terms and Conditions:** DELKIN DEVICES, INC. has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, DELKIN DEVICES, INC. in its sole judgment and discretion may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of DELKIN DEVICES, INC. Exhibitor shall not assign this contract or any right or obligation hereunder. Exhibitor shall not sublet or license all or any portion of its exhibit space. By entering into this contract, Exhibitor and its affiliates explicitly consent to receive fax, telephone, e-mail, and other communications from DELKIN DEVICES, INC. Expositions and its partners.

21) **Exhibitor Service Kit:** Prior to the Event, DELKIN DEVICES, INC. will send an Exhibitor Service Kit to the "Primary Contact" listed on the front of this contract. The Exhibitor Service Kit will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services/regulations, exhibitor display rules, and move-in, move-out schedules.

22) **Incorporation of Rules and Regulations:** Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by DELKIN DEVICES, INC. in its sole discretion. DELKIN DEVICES, INC. may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, upon notice to Exhibitor. Any rules and regulations (whether or not included in an Exhibitor Service Kit or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by DELKIN DEVICES, INC. as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Kit and any additional rules or regulations adopted by DELKIN DEVICES, INC. states the entire agreement of the parties with respect to the subject matter hereof.

23) **Governing Law:** This contract is governed by the law of the State of California as applied to contracts entered into and entirely performed within that State by residents of that State. Exhibitor hereby submits to the exclusive jurisdiction of the courts located in California, which shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in San Diego, CA.

24) **Outside Exhibits/Hospitality Suites:** Exhibitor is prohibited, without express advance written approval from DELKIN DEVICES, INC. from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized facility tours. Exhibitor may not operate hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. Exhibitor is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through DELKIN DEVICES, INC. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, DELKIN DEVICES, INC. reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel or applicable venue.

25) **Contractor Services:** DELKIN DEVICES, INC. has contracted, on an exclusive basis, official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in the Exhibitor Service Kit.

26) **Character of Displays; Use of Aisles and Common Areas:** Distribution of samples, printed matter of any kind and any promotional material is restricted to the exhibit booth. Exhibitor shall only exhibit products that it manufactures, represents or legally distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of DELKIN DEVICES, INC. and no signs, decorations, banners, advertising material or special exhibits will be permitted outside of Exhibitor contracted booth space except by written permission of DELKIN DEVICES, INC. Uniformed attendants, models and other employees of Exhibitor must remain within its booth. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers are prohibited in the exhibit area. Handouts with gummed backing that adhere or cause adhesion are considered stickers. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space are prohibited.

27) **Sound Devices:** The use of devices for mechanical reproduction of sound or music may be permitted, but must be controlled to decibels stated in the Exhibitor Service Kit. Sound of any kind must not be projected outside of the exhibit booth. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones.

28) **Fire and Safety Laws and Rules:** Federal, state and city laws must be strictly observed. A listing of material fire and safety regulations will be found in the Exhibitor Service Kit. All materials used for display of any kind must be flame proofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. The use of crepe paper and any decorative paper of any type are prohibited and will not be permitted. Your display must meet all the required fire regulations. Displays that do not pass inspection will be ordered closed until such fire hazards are corrected against further danger of fire. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into aisles under any circumstance. This is a strict order of the fire marshal.

29) **Sub-Letting:** No sub-letting or sharing of exhibit space will be permitted without the prior written consent of DELKIN DEVICES, INC. Each additional permitted exhibitor will be required to pay, in addition to the regular fee paid by Exhibitor, a fee of at least \$3,800.00 to DELKIN DEVICES, INC. Only primary Exhibitor will be entitled to any additional complimentary items offered by DELKIN DEVICES, INC. to Exhibitor. The primary Exhibitor will be responsible for all booth fees, and will be the only company listed in the show guide.

30) **Freight Shipment:** Shipments made in advance to DELKIN DEVICES, INC., as per instructions, will be delivered to your booth. At the close of the Event, if Exhibitor desires to arrange shipment of its exhibit materials by its own carrier, it should call for pick-up and inform Event's authorized contractor of its arrangements. EXHIBITOR MUST WAIT IN PERSON FOR SUCH PICK-UP. If Exhibitor does not remain in booth/exhibit area for the pick-up or if the pickup does not occur within reasonable time, DELKIN DEVICES, INC., may take the shipment the DELKIN DEVICES, INC. warehouse at Exhibitor's own risk and expense. Exhibit merchandise and/or samples will not be permitted to be taken out of the exhibition area during the Event.

31) **Solicitations:** Any retail sales including, but not limited to, any retail sale in violation of the retail sales tax regulations where the Event is being held is strictly prohibited during the Event.

32) **No Show Policy:** If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, Exhibitor must notify their Sales Manager or Operations Director at DELKIN DEVICES, INC. 24 hours prior to show opening. Non-notification will result in release of space and possible loss of priority points. No refunds will be made.

33) **Rights of Offset:** Enforcement: DELKIN DEVICES, INC. reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding Organizer. This applies to ad insertions, sponsorships, booth space, or any other product or services offered by Organizer.

34) **Entire Agreement:** This contract (including the Exhibitor Service Kit and any additional rules or regulations adopted by DELKIN DEVICES, INC. from time-to-time) represents the entire agreement between DELKIN DEVICES, INC. and Exhibitor relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between DELKIN DEVICES, INC. and Exhibitor relating to the Event.

DELKIN DEVICES.

13350 Kirkham Way / Poway, CA / 92064 / 800.637.8087 / www.delkin.com



November 14th & 15th, 2009
Exhibit Hall, Del Mar Fairgrounds / San Diego, CA