



EXHIBITOR REGULATIONS
2009 International Billiard & Home Recreation Expo
EXHIBIT DAYS: June 25 – 27, 2009
LOCATION: Sands Expo Center
201 East Sands Avenue – Las Vegas, Nevada 89109



1. EXPO OBJECTIVE

The Billiard Congress of America International Billiard & Home Recreation Expo 2009 is a trade expo sponsored by the Billiard Congress of America, providing a business marketplace for all forms of billiard, game room and home recreation merchandise, accessories and services.

2. DEFINITIONS

The Billiard Congress of America ("BCA") sponsors the 2009 International Billiard & Home Recreation Expo (the "Expo"), which is managed by William T. Glasgow, Inc. The BCA and William T. Glasgow, Inc. are hereafter referred to as "Expo Management". The exhibit hall, parking lots, air space and grounds of the Sands Expo Center (the "Facility") are hereafter collectively referred to as the "Exhibit Areas". The Exhibit Space Rental Application and Contract (the "Contract"), these Exhibitor Regulations and any other regulations adopted by Expo Management shall constitute the agreement between the 2009 International Billiard & Home Recreation Expo and the Exhibitor and shall be hereafter referred to as the "Agreement". The company and executing party to the Contract, all company key personnel listed in the Contract and all additional persons for whom the company applied for badges in the Contract are hereafter collectively referred to as "Exhibitor".

3. AGREEMENTS

A. Binding Agreement. The Exhibitor, by execution of the Contract, agrees to be bound by the rules and regulations set forth in the Agreement and by any such amendments or additional rules and regulations established by Expo Management. All terms and conditions of this Agreement shall be binding upon Exhibitor, its heirs, representatives or assignees and such terms and conditions cannot be modified or waived by any oral representation or promise of any agent or other person of Expo Management unless such modification or waiver is made in writing and is executed by duly authorized agents of Expo Management.

B. Compliance. Exhibitor agrees to comply with all rules and regulations of the Facility, including, without limitation, those relating to safety, provision of support services and compliance with collective bargaining agreements.

C. Rental Permit. Subject to the Agreement, the 2009 International Billiard & Home Recreation Expo hereby rents to Exhibitor the exclusive permit to use the booth or booths listed in the Contract for the display of products and services, deemed appropriate for the Expo by Expo Management, and for no other purpose during the Expo. In addition, the 2009 International Billiard & Home Recreation Expo grants Exhibitor the non-exclusive use, in common with other exhibitors, of aisles and access ways but only during the move-in and move-out periods specified in these Exhibitor Regulations. Violations of this Agreement shall result in the cancellation of this permit, the forfeiture of any advance or booth rental fee made by Exhibitor, and the removal of Exhibitor and its exhibit from the facility. Exhibitor agrees not to sublease any or all of the booth space rented by this Agreement. This rental permit confers no real property interest in fee, or otherwise to Exhibitor, and any attempted "subleasing" of booth space is null and void and shall constitute a material breach of this Agreement, for which advances and fees paid shall constitute liquidated monetary damages, and shall result in the cancellation of the permit granted herein.

4. ELIGIBILITY

A. Expo Management Rights. Expo Management reserves the right to determine eligibility of Exhibitor for inclusion in the Expo, both prior to and after execution of the Agreement.

B. Products Displayed. Products to be displayed must be billiard or home recreation related products or services. Exhibitor agrees to advertise or display only such products that are generally used in a manner that conforms to State, Federal, or other applicable laws or regulations. **Exhibitor shall not display any product or display or distribute advertisements for a product that infringes upon the registered trademark, copyright or patent of another company, as has been determined by a court of competent jurisdiction. Exhibitor shall not display any products, promotional materials or advertisements relating to products or services other than those manufactured, marketed, provided or sold by Exhibitor.**

Expo Management, in its sole judgment, will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products that are in violation of this paragraph or do not meet the Expo objectives or conform to these regulations.

C. Booth Location Priority. Any authorized booth assignments/selections are subject to the Expo seniority rules implemented by Expo Management. Companies may earn one seniority point for each year the Exhibitor exhibits in the Expo and one point for each booth that the Exhibitor rents each year of the Expo.

D. Forfeiture. Seniority points are forfeited as follows:

1. Failing to exhibit in the Expo will result in a forfeiture of all accrued seniority points.
2. Discontinuing operations of the company.
3. Sale of the company, and the acquired company does not exhibit under the name of the acquiring company or the acquired company.
4. The acquiring company sells or discontinues operations of the acquired company.
5. The sale of product, product line or name does not constitute the sale of a company. If the sale causes the exhibiting company to discontinue operations, all points are forfeited.
6. Exhibitors can lose all or a portion of their seniority points at the discretion of Expo Management as the result of exhibit infractions, including, but not limited to:
 - a) An exhibit that is in violation of Expo regulations that is not corrected when Expo Management notifies Exhibitor.
 - b) Any action that is in violation of the Agreement.
 - c) Subleasing of exhibit space, which is not permitted under the Agreement.
 - d) Any behaviors of poor character that Expo Management considers objectionable to the Expo's well being or anything detrimental to the image of Expo Management.
 - e) Seniority points are forfeited if used to acquire exhibit space for a company other than Exhibitor possessing the points. Forfeited seniority points are not redeemable. Expo

Management is the final authority on all questions regarding this policy.

5. APPLICATION AND FEES

A. Member/Non-Member Rates. Beginning with the 2009 Expo, membership to the Billiard Congress of America is no longer a condition for participation in the Expo. Exhibit space rates will be for BCA member or Non-BCA member. In order to qualify for the BCA member rates, exhibitors must be a member of the Billiard Congress of America in good standing through the conclusion of the Expo. *Please note that there has been a revision in the bylaws of the Billiard Congress of America regarding membership, changing the membership categories and pricing. Further information regarding membership should be directed to the Billiard Congress of America directly at 866-852-0999.*

B. Failing to make timely payments pursuant to this paragraph shall be a material breach of this Agreement and shall affect cancellation of the permit granted herein. Expo Management and the 2009 International Billiard & Home Recreation Expo reserves the right to allocate such forfeited space to other exhibitors. Exhibitors who fail to make timely payments resulting in cancellation of exhibit space will lose seniority points. These remedies are in addition to any other contractual or legal rights and remedies available to the 2009 International Billiard & Home Recreation Expo and Expo Management.

C. Fees. Exhibit space rental fees will be based on the following schedule:

- * Companies who exhibited at the 2008 Expo, and submit their Exhibit Space Contract on or before August 31, 2008, and are members of the Billiard Congress of America (Categories 1, 2 & 3) in good standing shall pay \$1,100 per 10' x 10' booth.
- * Companies who submit their Exhibit Space Contract between September 1, 2008 and October 31, 2008, and are members of the Billiard Congress of America (Categories 1, 2 & 3) in good standing shall pay \$1,200 per 10' x 10' booth.
- * Companies who submit their Exhibit Space Contract after November 1, 2008, and are members of the Billiard Congress of America (Categories 1, 2 & 3) in good standing shall pay \$1,300 per 10' x 10' booth.
- * Companies who are Category 4 members of the Billiard Congress of America shall pay \$2,000 for the first 10' x 10' booth and \$1,300 for each additional 10' x 10' booth, regardless of when Exhibit Space Contract is submitted.
- * Companies who are not members of the Billiard Congress of America shall pay \$2,200 for the first 10' x 10' booth and \$1,300 for each additional 10' x 10' booth regardless of when the Exhibit Space Contract is submitted.

D. Deposits. Deposits must be received with the signed Exhibit Space Contract and are non-transferable. When the Exhibit Space Contract is submitted:

- * On or before January 15, 2009, \$100 per 10' x 10' must be submitted.
- * January 16, 2009 to March 31, 2009, 50% of the total booth space cost must be submitted.
- * On or after April 1, 2009, 100% of the total booth space cost must be submitted.

All booths must be paid in full by April 1, 2009.

D. Cancellations and Refunds. Request for and approval of cancellation of all or a portion of any exhibit space must be made in writing. The following refund schedule will be strictly adhered to. When written notification is received:

- * On or before January 14, 2009, the full **deposit** will be refunded.
- * January 15, 2009- March 31, 2009, the exhibitor will be liable for the **deposit amount only.**

- * April 1, 2009- May 15, 2009, the exhibitor is liable for 75% of the total contract.
- * On or after May 16, 2009- the exhibitor is liable for 100% of the total contract.

The parties acknowledge that specific monetary damages incurred by Expo Management as a result of such late cancellation are impossible to determine and agree that 100% of the total rental payment is a reasonable amount to compensate Expo Management. Thus, there will be no refunds for space canceled on or after May 16, 2009, for any reason whatsoever, even if the Expo is sold out or booth is resold. Expo Management shall not be liable for interest on any amount refunded.

F. Downsizing of Booth Space. Request to downsize all or part of an exhibit space must be made in writing. All exhibit space reductions are subject to re-location regardless of amount, seniority points or financial investment. Re-location is at the discretion of Expo Management and/or Expo Sponsor. The following penalties for downsizing booth space will be strictly adhered to.

- * Reducing exhibit space commitment on or before January 14, 2009 will carry no penalty.
- * Reducing exhibit space commitment between January 15, 2009 and March 31, 2009 will carry no penalty if the reduction represents 30% or less of the original commitment. If space reduction is greater than 30%, the exhibitor is subject to a \$100 penalty fee to be paid immediately.
- * Reducing exhibit space commitment on or after April 1, 2009 by any amount subjects the exhibitor to \$1,000 per booth penalty fee.

6. EXHIBIT SPACE SELECTION

A. Method. A completed and signed Exhibit Space Contract must be submitted to select booth space. Booth selection prior to August 31, 2008 will be according to accumulated seniority points. After August 31, 2008, booth selection will be made on a first-come, first-serve basis. Booth selection will be eliminated if payments are not made according to the payment terms specified on the Exhibit Space Contract.

B. Floor Plan. Space selection shall be as indicated on the Contract. However, should conditions or situations warrant, Expo Management reserves the right to rearrange Exhibitor or adjust the floor plan to accommodate the best interest of the Expo. The floor plan maintained by Expo Management shall be the official floor plan. Changes may occur at any time to accommodate Expo needs.

C. Subletting Space. Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted.

7. ADMISSION REGULATIONS

A. Badges. Admission to the Expo is by official BCA badge. A badge must be worn at all times, including setup and teardown. Badges are the property of Expo Management and are non-transferable. Exhibitor shall obtain badges solely for personnel employed by the Exhibitor and **not for dealers, distributors, contractors or suppliers of the Exhibitor.**

B. Pre-Expo Hours Entry. Exhibitor personnel are allowed to enter the hall one hour before Expo opening each exhibit day. Any Exhibitor requiring earlier entry must obtain written permission from Expo Management.

C. Exiting the Hall. Exhibitors must exit the hall at the specified and posted times during setup and teardown.

D. Minors. Minors under the age of eighteen (18) will not be allowed on the Expo floor at any time during set-up and tear-down days.

8. OPERATION AND CONDUCT

A Regulation & Restriction. Expo Management reserves the right to regulate and/or restrict exhibits to suitable methods of operation and display of materials. If for any reason an exhibit and/or its contents are deemed objectionable by Expo Management, the exhibit shall be subjected to removal at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs or any items of poor character that in the sole judgment of Expo Management is detrimental to the Expo. In the

event such a removal or restriction is enforced, Expo Management shall not be liable for refunding exhibit space rental fees or exhibit equipment rental fees. Exhibitor hereby expressly waives any and all rights, claims, actions or demand for damages, costs and expenses, including legal fees, against the Expo Management, its directors, officers, agents, employees and/or servants for such amendment or removal.

B. Prohibited Displays. No animals, reptiles, birds, rodents, or insects may be used as part of any exhibit or display. Robots may be used only upon the written consent of Expo Management, and must be confined to the exhibit space rented. No helium balloons are permitted within the Exhibit Area.

Exhibitor shall not conduct any event or engage in any activity at the Facility during the Expo hours that would cause a reduction in attendance from the Expo floor. Any Exhibitor who violates this rule jeopardizes participation in future Expos and will lose all Expo seniority points.

C. Exhibit Obstructions. Exhibitor is not allowed to obstruct the view, occasion injury or adversely affect the displays of other exhibitors. In addition, Exhibitor and any person acting by or for Exhibitor shall not permit an exhibit, the product displayed therein, signs, displays, promotional materials or advertisements, to obstruct the view of aisles.

D. Exhibit Personnel. All personnel, models/demonstrators must be properly clothed and dressed appropriately at all times and must confine their activities to the contracted exhibit space. Personnel may not enter the exhibit space of another exhibitor without permission from that exhibitor and at no time may anyone enter an exhibit space that is not staffed. Exhibitors who permit their personnel to enter the exhibit space of another exhibitor, without permission from that exhibitor, are themselves subject to penalties as stated in the Exhibitor violation policy in the Exhibitor Guide and Service Manual.

E. Use of Carrying Devices. Dollies, carts and other rolling devices will not be permitted on the exhibit floor during exhibit hours without the written consent of Expo Management.

F. Damage. Exhibitor is responsible for all damage to property caused by Exhibitor or its personnel. Should such damage occur, Exhibitor is liable to the owner of the damaged property.

G Advertising. Exhibitor shall not, without the consent of Expo Management, distribute or permit to be distributed any advertising matter or program, including but not limited to, literature, souvenir items or promotional materials in or about the Facility including the Facility's parking lot, outside Exhibitor's allotted exhibit space. Exhibitor shall not post any sign or poster of any description except where authorized by the Facility and Expo Management.

H. Food and Beverages. Alcoholic beverages may not be served within an Exhibitor's exhibit space without written permission from Expo Management. Exhibitors receiving permission to serve alcoholic beverages must provide a certificate of insurance for Liquor Liability naming Expo Management as additional insured. Alcoholic beverages may not be served during exhibit setup or move-out under any conditions. Exhibitors must have approval of Expo Management before dispensing or distributing any food, snacks or beverage items; and any food and/or beverage items served within an Exhibitor's exhibit space must be provided by the official Facility caterer. Preparation of food within the Exhibit Areas is prohibited.

I. Photography/Video Recording. No exhibit, performance or event presented at the Expo shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind without the express written consent of Expo Management. Exhibitors shall not photograph or videotape the exhibit or product of another exhibitor. Cameras are not permitted (other than by media) unless a permit is obtained from the Expo Management and photographs have been authorized by Exhibitor. Any Exhibitor who violates this rule jeopardizes participation in future Expos and will lose all Expo seniority points.

J. Authority. Expo Management (BCA and/or W.T. Glasgow, Inc.) is the final authority on all matters relating to operation and conduct.

9. VIOLATIONS

Exhibitor shall be bound by the rules and regulations set forth herein, and by such additional rules and regulations that may be established by the Facility or Expo Management. Expo Management shall have the power to adopt and enforce all Expo rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the Agreement shall be subject to the final judgment and decision of Expo Management.

Any violation by Exhibitor of any of the terms and conditions herein shall subject Exhibitor to cancellation of the Agreement, cancellation of the permit to occupy exhibit space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Expo Management shall have the right to take possession of Exhibitor's space, remove all persons and properties of Exhibitor and hold Exhibitor accountable for all risks and expenses incurred in such removal.

If an Exhibitor observes any activities that may be in violation of the regulations, the Exhibitor is to bring the violation to the attention of Expo Management (BCA or W.T. Glasgow, Inc. personnel).

10. COMPLIANCE WITH LAWS

A. Exhibitor agrees to comply with and be bound by all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas and wherever applicable, all rules and regulations of the city's Police Department and Fire Department and those policies and criteria that have been established by the Facility for use of the Exhibit Areas. This includes a prohibition against displaying any products that violate a) any Exclusion Orders or b) any trademark rights.

B. Fire Regulations/Fireproofing Codes. Exhibitor must conform to all standard fire codes of the City of Las Vegas. All display materials must be made of fire-retardant materials and subject to fire inspector's approval. Crepe paper, corrugated paper, cardboard or other combustible materials shall be prohibited. Combustible materials, explosives, or welding are not permitted in or around the Exhibit Areas unless special permission has been granted by the Fire Marshal. Exhibitor shall not allow its display to block the view of, or impede access to, fire alarm boxes, fire hose cabinets, fire extinguishers or other safety equipment.

Smoking is prohibited in the Facility during setup and move-out and during the entire Event.

C. Electrical. Electrical equipment and wiring require evidence of testing and approval by a nationally recognized testing laboratory. All wiring must be three-wire and grounded. Wiring that touches the floor must be "SO" cord (min. 14 gauge/3 wire) that is insulated to qualify for "extra hard usage." Cord wiring above floor level can be "SJ", which is rated for "hard usage." The use of open clip sign sockets, latex, plastic or lamp cord wire in displays, or two-wire clamp-on fixtures is prohibited. Zip cord or two-wire cords are unacceptable at the Facility because they are ungrounded and could result in safety hazards. Cube taps are prohibited.

D. Inspection. All displays will be inspected during the setup days and any exhibitor deviating from the regulations must make modifications to the Exhibit at Exhibitor's expense prior to Expo opening.

11. EXHIBITOR APPOINTED CONTRACTORS

An Exhibitor Appointed Contractor (EAC) is any contractor not listed in the Exhibitor Guide and Service Manual. Any Exhibitor using the service of other than the official Expo contractors must conform to the regulations located online in the Exhibitor Guide & Service Manual.

12. ACCESS CONTROL

General overall 24-hour access control service for surveillance of the Facility only will be provided during the Expo, from the beginning of setup to the end of move-out. Individual exhibit security, where desired, is the responsibility of, and must be obtained by Exhibitor. Expo Management and the Facility assumes no responsibility for, and shall not be held responsible for goods delivered to the Exhibit Areas, for materials left in the Exhibit Areas at anytime, or for the loss of any material by any cause. Exhibitor hereby expressly releases Expo Management, the 2009 International Billiard

& Home Recreation Expo and Facility, their directors, officers, agents, employees and servants from liability for damages to and loss of any items.

13. DAMAGES AND INSURANCE

Exhibitor is responsible for all damage to property caused by exhibitor personnel. Should such damage occur, exhibitor is liable to the owner of the damaged property.

Exhibitor shall be liable for, and shall insure against, all injuries or damages caused by the acts or omissions of the exhibitor or its employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Exhibitor agrees to obtain and furnish a certificate of insurance showing that there is in effect a General Liability policy of a minimum of \$1,000,000 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability in which Expo Management and the Sands Expo Center are each named as additional insured's. Exhibitor shall obtain workers compensation insurance, and provide proof of same, to Expo Management, for all exhibitor's employees.

The Exhibitor is responsible for any and all demands on account of any injury or death, or damage to property occurring in or upon any portion of the Facility leased or used by exhibitor which are caused by the acts or omissions of exhibitor, or their employees, representatives, servants, agents, licensees, invitees, patrons, guests, or contractors. Exhibitor is also solely responsible for any injuries or damages sustained or caused by it in connection with the BCA Expo whether or not they occur at the Facility. This includes, but is not limited to, booth construction, booth set-up, travel to or from the BCA Expo, activities of the Exhibitor's employees or third parties subject to the supervision of Exhibitor, or any other activities carried on in connection with the BCA Expo. Exhibitor shall defend, indemnify and hold harmless Expo Management and the Facility, their officers, employees, and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of exhibitor's use or occupancy of the premises or from any breach by exhibitor of any condition of this contract, or from any act or omission of exhibitor, or their employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors. The Exhibitor agrees to make no claim for any act or omission of Expo Management taken in accordance with the Exhibitor Regulations.

14. DISRUPTION OF EXPO

In the event the Facility or any part thereof shall be destroyed, damaged by fire or any other cause, or if any casualty or unforeseen occurrence, including but not limited to Acts of God, Government or terrorism, strikes or civil riot, shall render the fulfillment of this Agreement impractical or impossible, then and thereupon the parties to the Agreement shall amend the Agreement in a fashion that shall be mutually acceptable or the Agreement shall be terminable by BCA at its option. In the event that the Agreement is terminated, Exhibitor shall receive a rebate of exhibit fees for that portion of the permit remaining after this Agreement shall have been terminated less Exhibitor's proportionate share of the expenses incurred by Expo Management or the 2009 International Billiard & Home Recreation Expo for the promotion and production of the Expo. Exhibitor hereby waives any other claim for damages or compensation for such termination.

No monies will be returned should the dates or location of the Expo be changed by Expo Management, but Exhibitor will be assigned space that the Exhibitor agrees to use under these same rules and regulations. Expo Management shall not be financially liable in the event the Expo is interrupted, cancelled, moved or dates changed except as provided herein.

15. WAIVER OF LIABILITY

Neither Expo Management nor the Facility shall be responsible for any damage or injury that may happen to Exhibitor or Exhibitor's agents, servants, employees or property from any cause whatever except the gross negligence or willful misconduct of Expo Management, its servants or employees, arising out of Expo Management duties and responsibilities under the Agreement during the period covered by the permit granted herein. Exhibitor expressly releases Expo Management, its directors, officers, agents, employees and/or servants from, and agrees to indemnify such persons against any and all claims, costs and expenses, including legal fees, demands, payments, actions, judgments and liabilities of every kind and character whatsoever for any such loss, damage or injury.

Expo Management, its staff, employees or agents assume no responsibility or liability whatsoever in matters relating to restrictions imposed on any Exhibitor by any governmental agency.

16. ASSIGNMENT

Assignment of this Agreement or any of the rights arising hereunder is hereby expressly prohibited except where this Agreement is assigned in connection with the sale or other transfer of the assignor's trade or business to the assignee, but any such assignee of Exhibitor shall not display product or materials relating to product or services other than those manufactured, marketed, provided or sold by the assignor at the Expo. Any assignment in violation of this section constitutes a cancellation of this Agreement and a forfeiture of any advance or fee paid by Exhibitor.

17. INDEMNITY

Exhibitor agrees to conduct its activities within the Facility so as not to endanger any person lawfully thereon or property therein and to indemnify and save harmless Expo Management and the Facility, their officers, directors, agents or employees and servants against any and all claims, costs and expenses, including legal fees, demands, payments, actions, judgments and liabilities of every kind and character whatsoever (including court costs and reasonable attorneys' fees) arising out of the activities or omissions of the Exhibitor, its employees, representatives, agents, licensees, invitees, patrons, guests or contractors. Such indemnification payments shall be payable upon demand. If the Facility, or any portion thereof shall be damaged through the terms of this Agreement by the act, default or negligence of Exhibitor, its employees, representatives, agents, licensees, invitees, patrons, guests, contractors or any person admitted to the Facility by Exhibitor, Exhibitor shall pay to Expo Management or the facility, or both upon demand, such sums as may in total be necessary to restore the facility to its present condition. Exhibitor hereby assumes full responsibility for the acts and conduct of all persons acting for the Exhibitor.

18. HOLD HARMLESS

Exhibitor hereby expressly waives any right and all claims, action and demand for damages, cost and expenses, including legal fees, resulting from any or all acts committed by the Exhibitor in violation of this Agreement.

19. EXHIBITOR REPRESENTATIVE

The executor of the Contract is an official representative of Exhibitor and has the authority to act on behalf of Exhibitor in all matters relating to the Expo.

REMINDER:

The attached contract, these Exhibitor Regulations and Display Rules and Regulations (to be viewed online at www.bcaexpo.com) constitute a legally binding agreement between the 2009 International Billiard & Home Recreation Expo and the Exhibitor upon acceptance in writing by Expo Management.

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