



PRSM2010! National Conference
Rosen Shingle Creek Resort, Orlando, FL
April 18-20, 2010

**Exhibitor Agreement and
Rules & Regulations**

The undersigned, (hereinafter referred to as "Exhibitor") hereby applies for exhibit booth space during the PRSM Association National Conference, PRSM2009! (hereinafter referred to as "Conference") sponsored by PRSM Association to be held at the Rosen Shingle Creek Resort (hereinafter referred to as "Hotel") in Orlando, FL, for the presentation of products or services designated above and for no other purpose, subject to the conditions, rules, regulations and requirements hereinafter set forth. This application shall, upon written acceptance by PRSM Association, constitute a binding agreement between the parties.

It is understood that this Agreement is a license and not a lease and that no leasehold or tenancy is intended to be or shall be created as a result of this Agreement.

All applications submitted must be accompanied by payment of the initial deposit or total space fee. It is the practice of PRSM Association to deposit all checks received in partial or full payment of the total space, subject to the availability of space. By depositing such check, PRSM Association is under no obligation and has in no way obligated itself to provide any exhibit space until it has confirmed the booth request. PRSM Association shall not be liable for its failure to provide confirmation. PRSM Association shall make every effort to accommodate a request for exhibit space, and all assignments will be subject to review and acceptance by the Exhibitor within two weeks of written notice of the space assignment by PRSM Association. If PRSM Association is unable to provide acceptable exhibit space, PRSM Association shall refund the deposit payment in full. Retail attendance cannot be guaranteed for PRSM Association Conferences; therefore the Cancellation Policy will apply to any Exhibitor or Sponsor who wishes to cancel due to a lack of retail attendance for any PRSM Association Conference.

PRSM Association reserves the right to accept or refuse the booth application for any exhibit and, once an exhibit is on the floor, to require its modification or removal, whenever PRSM Association considers such exhibit to be detrimental to its business, professional or ethical interests, or which originates from any organization whose displayed products do not meet the professional standards of the PRSM Association.

Exhibitors must be in full compliance and current with all obligations and any debts owing to PRSM Association and its related entities. This includes current PRSM Association membership dues for exhibiting companies and booth delegates. All exhibiting companies and booth delegates must be PRSM Association members.

In the event that the Exhibitor does not pay membership dues or the appropriate fee as provided herein or fails to comply in any respect with the terms of this agreement, PRSM Association shall have the right without notice to the Exhibitor, to license replacement of Exhibitor's assigned space to any person or organization; and, the Exhibitor agrees to pay any deficiency, loss or damage sustained by PRSM Association as a consequence of such failure to occupy said space as provided in the Agreement. In addition, it is agreed that should PRSM Association be unable to license the remainder of said space as herein provided, PRSM Association shall have the right to occupy said space for its own purpose without prejudice to its rights against Exhibitor pursuant to this Agreement, including but not limited to the payment of the balance of the fee.

In the event that the Conference and/or Exhibition premises are destroyed or rendered unavailable for any reason whatsoever (whether before or during the scheduled period) the rights of the Exhibitors under this Agreement shall terminate and the Exhibitor shall and does hereby waive all claims for damages or compensation for the cancellation.

In the event that an alternate location or room for the Exhibition becomes necessary, PRSM Association reserves the right to re-assign booth space at its discretion as may be necessary. If because of unforeseen circumstances, it is found necessary to cancel the Exhibition and/or to close the Exhibition on any day or days or to vary the announced hours the Exhibition is open to visitors, PRSM Association reserves the right to do so at its sole discretion and the Exhibitor shall and does hereby waive all claims for damages or compensation for such re-assignment, cancellation or closure.

RULES & REGULATIONS

PURPOSE OF EXHIBITION: The exhibitor agrees that the purpose of their participation in the PRSM Exhibition is to create awareness and sales of the company's products and services. For the established fee, the Exhibitor is entitled to one 10x10 booth space, one full delegate registration, two booth personnel badges for admission to the exhibition only and a full attendee list. No more than three (3) representatives may occupy the booth space during the exhibit hours. Representation or solicitation by more than one company per 10x10 space is prohibited.



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CHARACTER OF PRESENTATION AND SPACE USE: PRSM Association reserves the right to approve all sales presentations, booth attractions and space use. Sales presentations will not include any derogatory remarks directed at another Exhibitor's products or services. All items must fit within the booth space. Any animated characters, electronic games, motorized vehicles must be pre-approved for safety at least 60 days prior to the start of the show to ensure they meet safety requirements and are professionally appropriate. Scantly clothed models or booth personnel are unacceptable.

MUSIC AND PHOTOGRAPHY: An exhibitor is responsible for receiving the rights and licensing for the using of any music or photography. Music or photography equipment are not permitted in the Exhibit Hall without the express prior consent of an authorized PRSM Association representative. Photography included with the booth must have relevance to the products/services being sold by the exhibitor.

MEMBERSHIP IN PRSM ASSOCIATION: All exhibiting companies must be PRSM Association members to reserve exhibit space and to exhibit at PRSM Association Conferences.

REGISTRATION: All employees of Exhibitor should apply for and wear a registration badge for proper identification and admission to the Exhibition at all times. Only one individual per 10x10 booth will be entitled to a full delegate registration to attend, without additional costs, all sessions and workshops of the Conference as part of the fee stated in the Agreement. Additional representatives must be paid for and registered separately as delegates in order to attend sessions and workshops of the Conference.

SUB-LICENSE OR REASSIGNMENT: Exhibitor may not sub-license or reassign all or any part of the space herein provided for without the express written consent of an authorized representative of PRSM Association.

PRESENTATION OF GOODS AND SERVICES: It is understood that no exhibitor may present more than one line of products or one service within any part of their leased space. The service/product must be as it appears under "Exhibitor Listing" in the PRSM2010! Program and signed Contract for Exhibit Space and cannot be changed or revised without the express written permission of an authorized representative of the PRSM Association.

COMPLIANCE WITH LAWS: Exhibitor must comply with all existing and/or amended Federal, State, City and other local and jurisdictional laws, regulations and rules that may be in force in Florida before and during the Exhibition and Conference period. The Exhibitor assumes all responsibility for any and all loss, theft or damage to Exhibitor's displays, equipment and other property while at the Hotel, and hereby waives any claim or demand it may have against PRSM Association, the Hotel or its affiliates arising from such loss, theft or damage. In addition, the Exhibitor agrees to defend (if requested), indemnify and hold harmless PRSM Association, Wyndham Jade, Tradeshow Decorators, and the Hotel and their respective parent, subsidiary and other related or affiliated companies from and against any liabilities, obligations, claims, damages, suits, costs and expenses, including, without limitation, attorneys' fees and costs, arising from or in connection with the Exhibitor's occupancy and use of the Exhibition premises or any part thereof or any negligent act, error or omission of the Exhibitor or its employees, sub-contractors or agents.

INSURANCE AND LIABILITY: Exhibitors who desire insurance on their exhibits and/or their personnel must obtain such insurance at their own expense. PRSM Association and its representatives will not be responsible for any losses or injuries sustained by the Exhibitor or its employees or agents or any of their property for any cause whatsoever while at or while en route to or from the Conference. The Exhibitor agrees to make no claim for any reason whatsoever against PRSM Association, its representatives, the Hotel or their respective parent. In addition, Exhibitor acknowledges that PRSM Association, its representatives and the Hotel do not maintain insurance covering Exhibitor's property, and that it is the sole responsibility of the Exhibitor to obtain business, theft and property damage insurance covering such losses by the Exhibitor.

DECORATIONS, SIGNS, ETC.: PRSM Association will provide one required standard sign, draped background, side railings and sides. The Exhibitor must provide all other equipment in conjunction with the exhibit, unless otherwise stipulated. Only the name of the firm covered by the Exhibitor's agreement may be placed on the exhibit booth sign. All booth installation work must conform to fire regulations.

RECEIPT OF GOODS: Exhibitor is responsible for the shipment and delivery of equipment and material for its exhibits to the exhibit facility, so that equipment and materials will reach the desired location. PRSM assumes no responsibility for theft, damage or other loss of Exhibitor's property.



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HALL ETIQUETTE: Exhibitor agrees to remain inside their booth, whenever possible, to prevent blocking the aisle and position of neighboring exhibitors. Exhibitors should refrain from eating at their booth during show hours. Time will be allotted in the schedule for exhibitors' breaks and lunches. Any breach of the meeting etiquette or PRSM Association's Code of Ethics will be addressed by the Ethics Committee with the exhibitor. Any actions against the Exhibitor will be referred to and approved by the PRSM Board of Directors before executing.

EARLY DEPARTURE: Exhibitors should not dismantle their booths prior to the official closing time of the show. PRSM Association reserves the right to deduct points (affecting their exhibit booth location selection at other events) from exhibitors who tear down their booths prior to the end of the tradeshow.

CANCELLATION: PRSM Association reserves the right to cancel this agreement if 50% of the total space fee for participation is not paid in full by July 15, 2009 or if not paid in full by March 15, 2010. Upon such cancellation for non-payment, PRSM Association shall be entitled to receive as liquidated damages from the sums paid on account of the contract or otherwise, 50 percent of the total space fee on this agreement.

If the Exhibitor cancels this agreement after September 1, 2009 and prior to November 16, 2009, Exhibitor shall be liable for the following charges for liquidated damages: 75 percent of the total space fee on this agreement.

If the Exhibitor cancels this agreement after November 15, 2009, Exhibitor shall be liable for the following liquidated damages: 100 percent of the total space fee on this agreement.

Cancellation becomes effective upon receipt, by PRSM Association, of written notice from Exhibitor or upon written receipt of notice to Exhibitor from PRSM Association.

AGE LIMITATIONS: No one under the age of 18 is allowed on the Exhibit Hall floor during move-in, open Exhibition hours or move-out.

SMOKING POLICY: Smoking is strictly prohibited on the Exhibit Hall floor.

AMENDMENTS: PRSM Association shall have the authority to enforce, interpret and amend these regulations and to make additional rules and regulations, which in its discretion shall be in the best interest of the Conference and the Exhibition.

If an Exhibitor is found to be in violation of the rules described above, PRSM Association or Wyndham Jade or Trade show Decorator, acting on PRSM Association's behalf, have the right to take necessary action, in their opinion, to insure the quality and enjoyment of the trade show for all exhibitors and attendees. This includes actions deemed appropriate by the PRSM Association staff, Board of Directors or Wyndham Jade, ranging from a warning, deduction of PRSM Association points, to expulsion from the event for more serious infractions. Exhibitor agrees that any disputes arising from this agreement will be settled under the laws of the State of Texas.

This document must also be signed by an attending Exhibitor prior to accessing the tradeshow floor. Attending Exhibitor(s) who do not sign this document will not be allowed to exhibit and the cancellation restrictions stated above will apply.

Authorized Signature: _____ Company: _____

Date: _____ Telephone: _____

Printed Name: _____