



Fandemonium!!!

IDAHO'S ENTERTAINMENT EXPO

Dealers & Exhibitors Contract

Welcome to Idaho's premier entertainment expo; Taking place the first full weekend in August Friday the 7th, Saturday the 8th, & Sunday the 9th. 2009. Located at the Nampa Civic Center – 311 3rd St. S., Nampa, ID 83651 – (208) 468-5500. Fandemonium draws a very diverse crowd of entertainment enthusiasts from all over Idaho and the surrounding regions, including Washington, Oregon, Nevada, Montana, Utah, Wyoming, Colorado, Arizona and Canada.

Please read this contract in its entirety and then detach and complete “Part II—EXHIBITOR INFORMATION” & “Part III—ACCEPTANCE” and mail them along with payment to:

Fandemonium
ATTN: Exhibitors Hall
P.O. Box 701
Middleton, ID 83644
USA

A reproduction of “Part III—ACCEPTANCE” signed by SPONSOR will be mailed and/or e-mailed to you.

SOME SUGGESTIONS FOR FIRST TIME EXHIBITORS

[DO's]

- Try to carry items that can not be easily found in local stores.
- Try to carry merchandise in a variety of price ranges, from the inexpensive to the expensive.
- Bring a handcart to transport your merchandise to and from your vehicle. SPONSOR may rent handcarts if available, but there is no guarantee of handcart availability.
- Bring a drop cloth to cover your merchandise at night. SPONSOR can not provide drop cloths.
- Bring a calculator or cash register to help tally purchase amounts quickly.
- Make sure to bring plenty of change. One and five dollar bills go fast, and SPONSOR can not supply change.
- Hand out fliers, business cards or mail-order catalogs with each sale; also feel free to place some of them on our flier & freebie table and/or purchase an advertisement in the program book. It helps customers find your store or website after the EVENT.
- Hand out receipts for what you sell. It will help security when dealing with potential shoplifters.
- Make cash deposits/drops on a regular basis. There are many banks in the downtown Nampa area and some hotels may have safe deposit boxes for guests.
- Make sure to post signs at your booth if: all sales are final, you do not offer refunds, you have a ‘you break it you bought it’ policy, or you reserve the right to refuse service to anyone. You must have a sign stating as such posted visibly at all times at your booth space to be in accordance with Idaho State law.
- It is strongly recommended that you have at least two people working your booth(s). In the event that you need to leave your table during exhibit hall operating hours SPONSOR can not provide assistance or supervision.
- Try to be friendly, outgoing, courteous and expedient when dealing with customers. You will be surprised at just how much this will help improve your selling experience at the EVENT.

[DON'Ts]

- Don't inflate your prices because it's a convention. You'll be competing against other EXHIBITORS for sales.
- Don't exclusively sell videotapes, or other items that have traditionally poor sales figures. Unless you are selling them at a discount, conventions are not good places to clear out unwanted merchandise.
- Don't sell prohibited merchandise “under the table”. or “take orders” for the same that are filled at a later date.
- Don't wait for customers to approach your table. Take a proactive approach to selling. Talk to attendees as they walk past, get their attention, and promote your merchandise and sales items. These activities will greatly increase your sales at the EVENT.

**FANDEMONIUM 2009
EXHIBITOR SPACE CONTRACT**

THIS AGREEMENT, by and between the party identified in “Part II—EXHIBITOR INFORMATION” below, hereinafter referred to as “EXHIBITOR”, and the organizers of Fandemonium, hereinafter referred to as “SPONSOR” is hereby entered into for the rental of exhibit space in the event identified in “Part I—SCOPE OF AGREEMENT”, paragraphs 1-4 below, in accordance with the terms and conditions hereinafter set forth. This AGREEMENT remains invalid until “Part III—ACCEPTANCE” has been signed and dated by EXHIBITOR and SPONSOR.

PART I—SCOPE OF AGREEMENT

SPONSOR hereby contracts with EXHIBITOR to lease exhibit space to EXHIBITOR based on the terms set forth below and the rules and regulations, rate schedule, and exhibit hall floor plan as is established by the SPONSOR and subject to modification by the SPONSOR in updated and amended information, all of which constitute part of this contract.

1.EVENT NAME: FANDEMONIUM 2009 (hereinafter referred to as “EVENT”)

2.EVENT DATES: Friday August 7th, 2009 - Saturday August 8th, 2009 - Sunday August 9th, 2009

3.EVENT LOCATION: NAMPA CIVIC CENTER – 311 3rd St. S., Nampa, ID 83651 (hereinafter referred to as “VENUE”)

4.LOCATION OF EXHIBITOR SPACE: Exhibit spaces/booths will be located in the Center Banquet (2,400 sq. ft.) of the Nampa Civic Center. EVENT’S Exhibit Hall as determined by the SPONSOR (hereinafter referred to as “EXHIBIT HALL”). SPONSOR reserves the right to change exhibit hall location at any time as may be necessary to meet the needs of the SPONSOR or VENUE.

5.EXHIBIT SPACE RESERVATION: To reserve booth space, EXHIBITOR must contact the Marketing and Sales Director of SPONSOR either via e-mail at: sales@fandemonium.org or via postal mail at: “Fandemonium, ATTN: Exhibit Hall, PO Box 701, Middleton, ID 83644, USA” to confirm availability. EXHIBITOR *should not* send payment unless they have first spoken to the Marketing and Sales Director and reserved a space. After reserving space, SPONSOR will hold EXHIBITOR’S reservation for a period of fourteen (14) days to await the arrival of this completed exhibit space rental contract and payment. If the completed exhibitors contract and payment is not received within that time, the reserved booth(s) will be released for general sale. If EXHIBITOR has any questions, they may feel free to contact SPONSOR via e-mail at sales@fandemonium.org or mail at:

Fandemonium
ATTN: Exhibitors Hall
PO Box 701
Middleton, ID 83644

6.EXHIBIT SPACE RENTAL FEE: Rental fee for exhibit booth space will be \$75.00 USD per booth space up to a maximum of three (3) booth spaces for any individual or group. EXHIBITORS who sign this agreement after June 20, 2009 must be aware of the following changes: rental fee rates increase to \$100.00 USD per booth space up to a maximum of three (3) booth spaces for any individual or group.

7. PAYMENT OF EXHIBIT SPACE RENTAL FEE: EXHIBITOR shall make payment to the SPONSOR in the form of either, domestic .US check or money order, international money order payable in .US funds, cash (USD), or credit card/electronic funds transfer via PayPal; If payment is sent by mail both checks and money orders will be accepted. There will be a \$34.00 USD service charge assessed on all returned checks. Cash will be accepted only if payment is made in person. Payments by credit card or electronic funds transfer are accepted online via PayPal; please use SPONSORS online order system located on EVENT website at; "<http://www.fandemonium.org/dealers.html>". A copy of this executed contract will confirm the exhibit space. Exhibit Space reservations will not be honored until both payment and a signed copy of this exhibitor's contract is received. All payments must be POSTMARKED BY DUE DATE JUNE 20th, 2009 to qualify for early registration pricing. EXHIBITOR must pay in advance the full rental fee of exhibit booth space(s) requested. SPONSOR reserves the right to refuse service to anyone at any time.

8. ITEMS INCLUDED IN RENTAL FEE: Initial exhibit space rental includes: (1) one 8' x 8' Booth Space, (1) one optional 8' x 30" covered table, (2) two optional chairs, (2) two Exhibitors Admissions to EVENT, and access to electrical power and waste basket. Each additional exhibit space rental includes: (1) one 8' x 8' Booth Space, (1) one optional 8' x 30" covered table, (2) two optional chairs, (1) one Exhibitors Admissions to EVENT, and access to electrical power and waste basket.

9. ADDITIONAL EXHIBIT SPACE ARRANGEMENTS: EXHIBITOR is permitted to customize the configuration of their EXHIBITOR Booth Space(s); the table and/or chairs can be removed upon request and/or EXHIBITOR can add additional shelves, kiosks, etc., provided they do not exceed the size boundaries of their rented Exhibit Booth Space(s), (as defined in paragraph 8 above), and as long as they do not interfere with other EXHIBITORS areas or violate VENUE requirements (as located in paragraph 32 below). Any customization of exhibit booth space above and beyond that provided by SPONSOR in paragraph 8 above shall be incurred solely at the EXHIBITOR'S expense. Any customization of exhibit booth space must conform to standards as determined by the SPONSOR, VENUE, and/or applicable government agencies. SPONSOR or designated representative of SPONSOR shall have final determination if customizations are contrary to such standards and require EXHIBITOR to remove or modify configuration changes. EXHIBITOR is solely responsible for the removal of any additions to their exhibit booth space.

10. PLACEMENT OF EXHIBITORS: Exhibit spaces will be assigned on a first-come, first-serve basis. SPONSOR will make all reasonable attempts to accommodate location preferences. However, SPONSOR reserves the right to make modifications and change exhibit space assignments at any time as may be necessary to meet the needs of the SPONSOR or VENUE.

11. EXHIBITOR PRE-SETUP: Before unloading merchandise, EXHIBITORS must first check-in with the EVENT registration desk to receive EXHIBITOR badges. Once badges have been issued, EXHIBITORS must immediately locate the SPONSOR'S representative (Dealer's Liaison) in the EXHIBIT HALL to verify arrival time and the location of all booth space(s) rented. An EXHIBITOR may begin setup only after check-in with registration and verification with the Dealer's Liaison. EVENT will be ready to receive incoming EXHIBITORS starting at 8:00 AM MST Friday, August 7th, 2009. EXHIBITORS will be notified of any schedule changes, if at all possible. EXHIBITORS are strongly encouraged to bring their own handcarts; however, if available, carts may be rented from the SPONSOR on a first come, first serve basis. Any EXHIBITOR interested in renting a cart must contact the Dealer's Liaison at EVENT. Please note the time restrictions in the table below located in paragraph 15 and plan to arrive in plenty of time to unload merchandise. To expedite this process, EXHIBITORS may wish to "palletize" their merchandise or use containers that are easily stackable. For breakdown, the EXHIBIT HALL is cleared of the EVENT attendees after closing of the exhibit hall on Sunday at 6:00 PM.

12. EXHIBIT SPACE SETUP TIME: EXHIBITOR may begin setup of exhibit space no earlier than 8:00 AM MST, Friday, August 7th, 2009. *All EXHIBITS must be in place by 1:00 PM MST Friday, August 7th, 2009.*

13. EXHIBIT SPACE BREAKDOWN TIME: EXHIBITOR breakdown begins at 6:00 PM, Sunday, August 9th, 2009 and must be completed no later than 11:00 PM MST, Sunday, August 9th, 2009. All material not removed by that time will be removed by the VENUE and treated as refuse.

14. EXHIBIT SPACE BREAKDOWN ASSESSED FEES AND PENALTIES: EXHIBITOR is expected to leave their booth space in the same condition that existed immediately prior to their setup, or a clean up fee of \$150.00 USD will be assessed. Any additional damage to the booth space will be repaired at EXHIBITOR'S expense.

15. EXHIBIT HALL HOURS OF OPERATION:

FRIDAY August 7th, 2009
Setup Hours: 8:00 AM to 1:00 PM
Operating hours: 1:00 PM to 6:00 PM

SATURDAY August 8th, 2009
Setup Hours: 9:00 AM to 10:00 AM
Operating hours: 10:00 AM to 6:00 PM

SUNDAY August 9th, 2009
Setup Hours: 9:00 AM to 10:00 AM
Operating hours: 10:00 AM to 6:00 PM
Breakdown hours: 6:00 PM to 11:00 PM

* Attendees will be allowed access to the EXHIBIT HALL during operating hours.

* EXHIBITORS are required to be present at their Exhibit booth space at all times during EXHIBIT HALL hours of operation.

* These hours are subject to change. If changed, a final schedule will be sent to all EXHIBITORS before the EVENT, if at all possible.

16. EXHIBITOR MEMBERSHIP: EXHIBITOR will be supplied with two (2) EXHIBITOR badges for first booth space rental, and one (1) EXHIBITOR badge for each additional booth space rental. Additional EXHIBITOR badges may also be purchased for the EVENT, to a maximum of one (1) additional EXHIBITOR badge per booth space rented by EXHIBITOR. Please contact the Marketing & Sales Director with the number of badges needed. During the EXHIBIT HALL hours of operation, EXHIBITOR badges are valid only for admission to the EXHIBIT HALL. Outside of EXHIBIT HALL hours of operation, EXHIBITOR badges are honored as regular membership badges. EXHIBITOR badges must be worn at all times by any person working at a booth. Exhibitor badges must be worn visibly on the front of your upper torso between neck and waist at all times. EXHIBITOR badges may not be sold, loaned, or otherwise transferred to persons who are not working for EXHIBITOR. EXHIBIT HALL badges may not be shared among employees, and the practice of using one badge shared among multiple employees simultaneously is prohibited and will result in the confiscation of badges and EXHIBITOR removal from the event without refund. Every individual working EXHIBITOR booth(s) must wear an EXHIBITOR badge at all times. If EXHIBITOR represents a production house, movie/animation/comic studio, or other part of the industry and would like to request more badges for their industry (i.e. non-retail personnel), they may contact the Marketing and Sales Director.

17. EVENT CANCELLATION: SPONSOR shall not be held liable for refunding payments under the terms of this contract if EVENT is canceled, delayed, relocated, in whole or in part, as a result of riot, strike, civil disorder, act of VENUE, act of war, act of nature, act of God, or any other cause beyond control of SPONSOR.

18. EXHIBITOR CANCELLATION: Should EXHIBITOR find that they are unable to attend EVENT, they may cancel their Booth Space(s) rental by contacting the SPONSOR to make arrangements. EXHIBITORS who cancel give up any claim or reservation to the cancelled booth space(s), which are returned to the pool of available space's at the standard booth price. Without prior notification, any vendor booths not claimed by noon (12:00 PM MST) on the Friday of EVENT will be considered forfeit and will be reclaimed by the EVENT without refund.

19.REFUND POLICY: SPONSOR is not responsible for any expenses incurred by EXHIBITOR while preparing for or exhibiting at EVENT. Any exhibit space prepaid, but ultimately not received by the EXHIBITOR due to negligence on the part of the SPONSOR shall be refunded by SPONSOR. EXHIBITOR will receive a full refund of rental fees on booth spaces cancelled before June 20th, 2009, and a refund of half the rental fee for booth spaces cancelled before July 20th, 2009. After that date, there will be no refund for cancelled or forfeited booth spaces. Please allow four to six weeks after the close of the EVENT for SPONSOR to process a refund check.

20.INSURANCE: EXHIBITOR is solely responsible for insuring their booth(s), inventory, and any other property or interest at all times during and after EVENT. If applicable, workers compensation will be required in accordance with applicable state or local statutory limitations.

21.SECURITY: SPONSOR will provide unarmed guard service during the hours of operation of the EXHIBIT HALL. However, EXHIBITOR is solely and fully responsible for exhibit material at all times. All property of EXHIBITOR is understood to remain in EXHIBITOR'S care, custody and control in transit to or from or within the confines of the EXHIBIT HALL.

22.LABOR: EXHIBITOR agrees to abide by existing agreements and regulations binding SPONSOR and VENUE applied to the use of services or labor on EVENT premises. In order to conform to contract rules and regulations, EXHIBITOR must use qualified personnel for the various services required for installation and dismantling of exhibits and for material handling of EXHIBIT booth space.

23.ADULT MATERIAL: Adult material may not be made accessible or viewable, sold, given, or distributed to minors in any way. EXHIBITOR may NOT display material depicting nudity or sexual content unless it is blinded (covered) or displayed in such a way that it cannot be viewed by minors. If it is questionable whether any material contains adult content, EXHIBITOR shall err on the side of caution. EXHIBITOR shall take reasonable precautions to ensure minors cannot view adult material even if such material is being viewed by adults. It is EXHIBITOR'S responsibility to verify the age of every individual requesting to view or purchase adult material. Failure to comply with this provision may result in, but is not limited to, EXHIBITOR'S expulsion from EVENT with no refund of exhibit space rental fee, arrest, and/or criminal prosecution. EXHIBITOR assumes full responsibility and liability for the loss of any and all revenues and/or profits and/or expenses incurred by SPONSOR, other EXHIBITORS, and/or any of the Indemnified Parties (as listed in section 37 below), should EXHIBITOR'S conduct with regards to adult material result in the closure of the EVENT'S EXHIBIT HALL or the EVENT itself.

24.WEAPONS: Weapons may be displayed, but EXHIBITORS selling them must take extra care in the design and positioning of their displays to ensure the safety of the attendees and to ensure that there is no mishandling of merchandise. SPONSOR may require items to be moved or removed from sale if there is an apparent danger to attendees, EXHIBITORS, or merchandise. Firearms, regardless of whether they are working or disabled, are not permitted to be sold at the EVENT. EXHIBITOR is permitted to sell replica guns (imitation firearms that are realistic in appearance). EXHIBITOR is also permitted to sell Airsoft guns. Attendees are prohibited from carrying live steel items such as, but not limited to, swords and knives at EVENT. Upon the sale of such merchandise, the EXHIBITOR is to package it securely and advise the purchaser that opening the package within the VENUE is grounds for removal from EVENT. Under no circumstances are weapons to be made accessible, sold, given, or distributed to minors in any way, and encouraging underage sales by proxy methods (such as "straw man" purchases) is strictly prohibited by law. It is EXHIBITOR'S responsibility to verify the age of every individual requesting to handle or purchase weapons. Failure to comply with this provision may result in, but is not limited to, EXHIBITOR'S expulsion from EVENT with no refund of exhibit space rental fee, arrest and/or criminal prosecution, and being barred from future EVENTS. EXHIBITOR assumes full responsibility and liability for the loss of any and all revenues and/or profits and/or expenses incurred by SPONSOR, other EXHIBITORS, and/or any of the Indemnified Parties (as listed in section 37 below), should EXHIBITOR'S conduct with regards to weapons result in the closure of the EVENT'S EXHIBIT HALL or the EVENT itself. For more detailed information on the EVENT'S overall weapons policy, please refer to the EVENT website (<http://www.fandemonium.org/>) or to the program booklet.

25. SPECIAL EVENTS REQUIRING CROWD CONTROL: Any promotional event which could potentially attract large crowds or involve audience participation such as, but not limited to: a tee-shirt toss, the sale of limited-edition items, a giveaway of free items etc., has special requirements. SPONSOR must first be notified at least one hour before any such event is to occur in order to acquire authorization for the holding of said event and to ensure the coordination of EVENT security. Promotional events may be moved or stopped if there is a significant crowding, safety or security issue.

26. MEDIA BOOTHS / MEDIA CONTENT: It is the responsibility of the EXHIBITOR to maintain the sound levels of their booth space in a manner that will allow other EXHIBITORS to operate in a reasonable fashion. SPONSOR will monitor sound levels of EVENT, keeping in mind the comfort of all EVENT attendees and EXHIBITORS. If any EXHIBITOR exceeds comfortable sound levels, EXHIBITOR will be asked by SPONSOR to lower the volume of their media content. Failure to comply or any other subsequent related violation may result in EXHIBITOR'S loss of media content privileges. All media content must be suitable for general audiences.

27. BOOTLEG / PIRACY POLICY: SPONSOR does not permit the sale of bootleg or pirated merchandise at EVENT. Any violation of this policy will result in a warning by the SPONSOR, at which time EXHIBITOR will be asked to remove the offending merchandise. Failure to comply or a subsequent violation may result in EXHIBITOR'S removal from the EVENT and forfeiture of all EXHIBITOR fees.

28. ADVERTISING: SPONSOR permits and encourages EXHIBITOR to advertise their products and services at EVENT. SPONSOR must approve all advertisements prior to distribution. EXHIBITOR may not advertise any prohibited merchandise (as described in sections 23 & 24 above) nor may they violate any VENUE restrictions on advertising (as described in section 32 below).

29. INTERNET CONNECTION: EVENT will provide, for an additional fee, an internet service access point via RJ45 10/100 Network cable; you must provide your own network connection inside your computer. There is also available free onsite access to 802.11b WiFi; you must provide your own 802.11b wireless receiver inside your computer. Due however to the nature of wireless internet we can make no guarantee as to accessibility, reliability, security or fitness of this type of connection. You agree that this access will be provided only for the purpose of order processing, online payment transactions and viewing of your company's online catalog and website, and that any other use is strictly prohibited. You are not permitted to display any adult material or any other restricted materials as deemed by SPONSOR.

- 1. NO LIABILITY FOR CLIENT ACTIONS:** EXHIBITOR agrees that EVENT is not responsible for any action taken by EXHIBITOR while using internet services. EXHIBITOR agrees to take full responsibility for any actions performed while using internet services (whether the action is performed by EXHIBITOR or by any authorized or unauthorized second or third-party user of EXHIBITOR'S internet services). You agree to defend, release, indemnify, and hold harmless EVENT, its affiliated companies, service providers, SPONSOR, VENUE, and licensors from all liabilities, claims, and expenses, including attorney's fees, arising from any use, authorized or unauthorized, of services provided to EXHIBITOR.
- 2. SERVICE INTERRUPTIONS:** EXHIBITOR agrees and understands that temporary interruptions may occur as normal events in the provision of internet service. Under no circumstances shall EVENT, SPONSOR, or VENUE be held liable for any financial or other damages due to such internet service interruptions.
- 3. USE OF ACCOUNT:** EXHIBITORS' right to utilize internet access is individual to EXHIBITOR alone and is not transferable or usable by more than one person/company at one time. EXHIBITOR further understands that they are prohibited from leasing or otherwise assigning, subletting or sharing their internet access with other EXHIBITORS or EVENT attendees, and that doing so will result in the immediate termination of your internet access without refund.
- 4. NO WARRANTIES:** EVENT disclaims any and all warranties, whether express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Under no circumstances shall EVENT, SPONSOR, or VENUE be held liable for any direct, indirect, special, consequential or incidental damages, including, without limitation, lost profits, or loss and/or damage to data and hardware arising out of the use, partial use, or inability to use the internet service, even if EVENT, SPONSOR, or VENUE has been advised of the possibility of such damages.

30. BEHAVIOR & CONDUCT: EXHIBITORS are required to be ethical in their dealings with EVENT attendees, other EXHIBITORS, SPONSOR, and VENUE. All EXHIBITORS should be mindful of their speech and behavior at all times while in attendance at EVENT. Vulgar language, cursing, sexist or racist remarks and/or jokes are not permitted. EXHIBITOR'S actions and speech must be free from discrimination, libel, slander, and harassment. EXHIBITORS may not participate in, encourage, or facilitate slander, embarrassment, or engage in any other disruptive behavior to the mental, physical, financial, or emotional detriment of fellow EXHIBITORS, EVENT attendees, SPONSOR or VENUE. SPONSOR reserves the right to make final determination when dealing with complaints or issues in regards to this clause.

31. SALES TAX: EXHIBITOR is solely responsible for the collection & remittance of all applicable Idaho State sales tax for goods and/or services sold at EVENT. If EXHIBITOR has any questions about the Idaho State sales tax, they may go to <http://tax.idaho.gov/> or contact the Idaho State Tax Commission's offices by calling toll free at 1-800-972-7660 or (208) 334-7660 in the Treasure Valley calling area. EXHIBITOR is also solely responsible for obtaining any applicable temporary sales permits as may be required by Idaho State Law.

32. REQUIERMENTS FROM THE VENUE:

1. Decorations, signs, banners, etc. may not be taped, nailed, tacked, stapled, or otherwise attached to ceilings, walls, floors, painted surfaces, portable walls, columns or equipment in the VENUE. The use of screws, nails, tacks, staples and duct tape are strictly forbidden.
2. No holes may be drilled, cored, or punched in the VENUE.
3. Adhesive Tapes; the VENUE strictly prohibits the use of normal tape on their Walls, Windows, Floors and Equipment. No tape may be used on painted or portable walls. Absolutely No Duct Tape on any VENUE surface. Approved adhesive tapes; Gaffer tape (also, Gaffer's tape, Gaffa tape, or Gaff tape) manufactured by "Permacel Gaffer Tape" and "Pro Gaffer". Clear Packing Tape manufactured by 3M. Masking Tape (also, Painters tape) manufactured by Scotch. VENUE staff must approve all adhesive products prior to use. It is the EXHIBITORS' responsibility to remove any and all tape applied to any surface and pay any damages resulting from the application or removal to the VENUE.
4. All fire, safety, and building regulations must be strictly followed.
5. EXHIBITOS are responsible for the removal of all materials at the conclusion of the EVENT. The booth area must be cleaned.
6. No overnight parking is permitted on the VENUE property.
7. The distribution of literature or materials in the VENUE parking area is prohibited.

33. ENFORCEMENT: SPONSOR reserves the right to require EXHIBITOR to remove any item(s) from public display if they are not deemed appropriate by standards as set forth by SPONSOR.

34. SUBLETTING: The subletting of EVENT exhibit space is strictly prohibited.

35. CONTRACT VIOLATIONS: If EXHIBITOR violates any terms of the Agreement, SPONSOR reserves the right to terminate the Agreement with cause and without refund.

36. USE OF EXHIBITOR'S NAME AND/OR IMAGE: EXHIBITOR gives SPONSOR the right to use EXHIBITOR'S name, logo, and/or image for promotional purposes. EXHIBITOR also grants SPONSOR the right to release EXHIBITOR'S contact information to the public.

37. IDEMNIFICATION AND HOLD HARMLESS: EXHIBITOR assumes the entire responsibility and liability for any and all losses, demands, defense costs, expenses, or damages of any kind arising out of, or in connection with, EXHIBITOR'S actions and/or activities at EVENT or on the VENUE premises and will indemnify, defend and hold harmless EVENT, SPONSOR, the VENUE, and each of their respective owners, officials, management company(ies), parent companies, subsidiaries, agents, affiliates, operators, officers, volunteers, and employees (the "Indemnified Parties") from and against any all such losses, claims, demands, defense costs, liability, expenses or damages of any kind or nature arising out of, or in connection with, EVENT (including use of the VENUE premises) or arising out of any act or omission of the Indemnified Parties or any of the Indemnified Parties' employees, agents, contractors, representatives, volunteers, patrons, guests, or invitees; excepting such claims, demands, defense costs, liability, expense, or damages arising out of the sole negligence of one or more of the Indemnified Parties.

38. RELATIONSHIP: This Agreement does not create any relationship between the parties and none shall be construed from this Agreement. Nothing herein contained shall be construed to place the parties in a relationship of partners or joint-ventures and nothing herein shall be construed to provide either party with the power to obligate the other party in any manner whatsoever other than as set forth specifically in this Agreement.

39. CONTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The parties further agree that any or all such counterparts may be executed by facsimile signature, each such signature having the same binding effect as an original.

40. PROHIBITION BY LAW: In the event any provision of the Agreement is invalid or unenforceable or is prohibited by law, the remaining provisions of the Agreement shall remain in full force and effect, and the remainder of the Agreement shall be valid and binding as though such invalid, unenforceable, or prohibited provision were not included herein.

41. ENFORCEMENT OF AGREEMENT TERMS: No failure or delay on the part of either party hereto in insisting upon or enforcing or resorting to any of its powers, rights, remedies, or options hereunder, and no partial or single exercise thereof: shall constitute a waiver of any such powers, rights, remedies, or options unless such waiver be in writing and signed by the party to be charged.

42. GOVERNING LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho and any applicable federal laws construed according to the federal judicial jurisdiction that can be in anyway applicable to the State of Idaho. Any action which SPONSOR or EXHIBITOR may bring against each other, based upon, or in any way relating to, this contract or its performance, shall be brought forth in a federal or state court located within the State of Idaho. Each party agrees that personal jurisdiction may be had over that party within the State of Idaho.

43. WARRANTY: There is no other agreement or warranty between EXHIBITOR and SPONSOR except as set forth in this document.

PART II—EXHIBITOR INFORMATION

EXHIBITOR/COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON/BOOTH MANAGER: _____

BOOTH ASSISTANT(S): _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

E-MAIL ADDRESS: _____

COMPANY WEBSITE: _____

EXHIBIT DURATION: EXHIBITOR intends does not intend to exhibit for all three days of the event. If exhibitor does not intend to exhibit all three days of the event please denote all days in which you will be exhibiting. Fri. Sat. Sun.

DESCRIPTION OF PRODUCTS AND/OR SERVICES TO BE DISPLAYED AND/OR SOLD: EXHIBITOR intends does not intend to sell products and/or services at EVENT. Products/Services to be displayed and/or sold are describes as follows:

DESIRED NUMBER OF BOOTH SPACES (maximum of three (3) booth spaces per Group or Individual):

| <u>ITEM TYPE</u> | <u>Qty</u> | <u>BOOTH SPACES</u> | <u>SUBTOTAL</u> |
|--|-------------|---------------------|-----------------|
| Exhibitor Booth Space | \$75.00 USD | X _____ (max 3) | \$ _____ |
| Additional Exhibitor Passes | \$25.00 USD | X _____ (max3) | \$ _____ |
| Internet Connection Ethernet Hard Line | \$35.00 USD | X _____ (max 1) | \$ _____ |

TOTAL: \$ _____

Please select payment method: Check, Money Order, Cash, PayPal.
All payments must be made payable in United States Dollars

PART III—ACCEPTANCE

The undersigned EXHIBITOR affirms that they have read and understood ALL of the afore mentioned policies of SPONSOR and VENUE for EVENT, and agree to abide by them. Furthermore each of the parties hereto represents and warrants that it has full authority to enter into this Agreement and perform the duties assumed hereunder and that the individual signing this Agreement on behalf of each party has authority to bind that party. EXHIBITOR and SPONSOR have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below:

EXHIBITOR:

| _____ NAME | _____ SIGNATURE | _____ TITLE | _____ DATE |
|---------------|--------------------|----------------|---------------|
|---------------|--------------------|----------------|---------------|

SPONSOR:

| _____ NAME | _____ SIGNATURE | _____ TITLE | _____ DATE |
|---------------|--------------------|----------------|---------------|
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Please submit this completed and signed Exhibitor Space Contract, and remit payment (payable to “FANDEMONIUM”) to:

FANDEMONIUM
ATTN: EXHIBITOR HALL
P.O. BOX 701
MIDDLETON, ID 83644
USA

EXHIBITOR CONTRACTS MUST BE POSTMARKED NO LATTER THAN JULY 20, 2009 TO BE ACCEPTED. AFTER THAT DATE EXHIBITOR CONTRACTS MUST BE DELIVERED IN PERSON. SPONSOR DOES NOT GUARANTEE EXHIBIT SPACE AVAILABILITY. EXHIBIT SPACES ARE RENTED ON A FIRST COME-FIRST SERVE BASIS. ONCE ALL AVAILABLE SPACES HAVE BEEN FILLED, NO MORE WILL BE OFFERED BY SPONSOR FOR LEASE.