



EXHIBIT CONTRACT

Please complete and return this contract along with your **FULL** payment. Telephone requests for space cannot be confirmed. Exhibits must be relevant to the Education Industry. CCK will confirm your space reservation upon receipt of funds and executed contract.

Send to: Colleen Boyden
Celebration of Teaching & Learning
c/o CCK Global Events, LLC
555 Madison Avenue, 30th Flr., NYC 10022
E-mail: colleen@cckevents.com

Company Name (as you wish it to appear in print)

Company Contact (to whom all correspondence will be sent)

Street Address (include floor or suite)

City State Zip

Phone Fax

Contact's E-mail Website

Cost of Space/Booth Package

Each 8' x 10' booth is \$3000 (\$2500 for 501(c)(3)) and includes: 8' back drape and 3' dividers, booth carpeting, identification sign, one 6' skirted table, two side chairs, waste basket, show site drayage, general booth cleaning, a listing on the show website and a listing in the Celebration of Teaching & Learning Directory.

Booth Selection

Space will be assigned on a first-come, first-serve basis. Consideration will be given to the amount of space required and the general grouping of exhibits for proper attendee flow.

Booth Size (Circle): **8' x 10'** **8' x 20'** **8' x 30'** **8' x 40'**

Other _____

Please indicate the companies that you PREFER NOT to be near (You may leave this space blank if you have no preference):

Please indicate the companies that you PREFER TO BE near (You may leave this space blank if you have no preference):

MARCH 5 & 6, 2010 – HILTON NEW YORK

Exhibit Hall Sales

Please indicate **YES** or **NO** whether or not your company will be making sales in the exhibit hall during the Exhibition. Companies that choose to sell are responsible for securing a vendor license and collecting all applicable local and state taxes.

Payment

Full payment must accompany your completed contract.

____ Check please make payment to CCK Events, LLC – must be US funds.

____ Mastercard or VISA (3% service charge will be added)

Credit Card Number Exp. Date

Cardholder's Name

Address of cardholder (where bill is mailed)

Cardholder's signature

Contract

By signing this contract, we agree to abide by all the rules and regulations as printed on the reverse side of this contract and in subsequent documents, memos, etc.

Authorities Signature

Print Name of Authorized Signature

Title Date

FOR CCK USE

Date Received Booth(s) confirmed

Payment Method Payment Date

TERMS & CONDITIONS

In the event the Exhibitor gives notice to CCK EVENTS LLC ("CCK") that it does not intend to be present at the Event or fails to attend the Event, CCK is expressly authorized to occupy the Booth reserved by the Exhibitor to be used in such manner as CCK may deem in the best interest of the Event without any rebate or allowance to the Exhibitor, and without releasing the Exhibitor from any liability hereunder. The Exhibitor agrees to pay CCK the full Cost of Space Fee, which are non-refundable and non-transferable. Returned checks will be subject to a \$100 fee.

Exhibitor may not sublet or apportion any part of their Booth unless approved in advance by CCK. In the event that an Exhibitor is granted permission by CCK to assign, sublet or apportion a portion of the Booth, each Exhibitor occupying the Booth shall be jointly and severally liable for all charges/fees incurred in connection with the use/occupancy of the Booth.

Event participation is not contingent upon location of your Booth or the location of the entrances and exits, other Exhibitors or the cafes/food concessions. CCK does not make any guarantees about the quality of the exhibiting companies or the products and services exhibited; nor does it endorse, recommend, or represent any exhibitor or products and services exhibited.

Exhibitors shall not use music from any source, either live or recorded, or other entertainment of any kind or nature, played, stage or produced by Exhibitor, its agents or employees at The Hilton New York which requires permission from the copyright owner unless they have, in advance, obtained a written license to use such music, paid any fees required, and provided COTL with a copy of the fully executed license agreement. Exhibitor agrees to indemnify CCK, The Hilton New York, Educational Broadcasting Corporation ("EBC"), for all claims including reasonable attorneys' fees resulting from failure to comply with these requirements. The use of sound systems is permissible, provided that they are not audible into the aisle or into neighboring Booths, and that the sound is directed into the Exhibitor's Booth or vertically. CCK shall have absolute control over the implementation of this use, the intent of which is that sound systems shall not be audibly objectionable to neighboring Exhibitors.

Exhibitor agrees to be included in all Event advertising and promotional activities. Any promotional or advertising materials supplied to CCK shall become the property of CCK and shall not be returned to the Exhibitor. Exhibitor agrees that Event may take photographs of the Exhibitor's Booth, for promotional use by CCK without compensation to the Exhibitor.

CCK reserves the right to require an Exhibitor to discontinue any conduct or activity that CCK deems objectionable. The serving of alcohol and having open flames in the Booth is prohibited. Exhibitor assumes full responsibility for compliance with local regulations with respect to the contents of their Booth. All decorations and Booth equipment must be fireproof and all electrical wiring must meet the safety requirements of the official service contract, the Venue, and local requirements. Affidavits attesting to flame-proof compliance with Fire Department regulations must be submitted when requested. Exhibitor shall not retain any contractor or agent or employ or allow the employment of any person or use or allow the use or possession of any equipment or materials or allow a condition to exist if any such may cause or contribute to labor complaints, troubles, disputes or controversies at the Venue.

Exhibitor shall not make any promotional efforts, nor supply any transportation, or engage directly or indirectly in any activity that has the effect of drawing attendees away from the Event to a hospitality suite or any non-event exhibit area or competing trade show concurrent or otherwise.

Neither CCK, EBC nor The Hilton New York assumes any responsibility for the safety of the property of the Exhibitor, its offices, agents or employees from theft, damage by fire, accident or any cause whatsoever. Therefore, Exhibitors shall obtain and keep in force during the Event, (i) policies of comprehensive General Liability Insurance, through responsible carriers, in an amount not less than \$1 million combined single limit for personal injury and property damage or in such other amounts as The Hilton New York, and/or CCK, or owner/operator of any venue where the Event is actually held may determine in their sole discretion, written on a "per occurrence" basis naming CCK, The Hilton New York, or the owner/operator of any venue where the Event is actually held as additional names insured and (ii) workman's compensation employers liability insurance for Exhibitor's employees. Certificate of insurance shall be delivered to CCK within five (5) days from request.

Neither CCK nor The Hilton New York accepts responsibility, nor is a bailment created for merchandise or equipment delivered by or to the exhibitors at any time. CCK will not be responsible for the loss of any property from any cause and urges Exhibitor to exercise reasonable precautions to discourage loss due to theft or any other cause, including but not limited to, the removal of all small and valuable items from Exhibitor's Booth each evening at the close of the Event.

Exhibitors will indemnify and save CCK, EBC, any and all related companies, their respective officers, directors, members, shareholders, representatives, employees and agents or owner/operator of any venue where the Event is actually held, from and against any and all losses, expenses, damages, claims, suits, actions, judgments and costs whatsoever (including reasonable attorney's fees), arising out of or in any way connected with any claim or action relating to the Event or at the Venue, including but not limited to, any promotional or advertising activities, any injury or damage to Exhibitor, its employees, agents and invitees, persons and/or property, business interruption all to the fullest extent permitted by law, governmental charges or fines and further including but not limited to, claims of damage or loss to any third party resulting from an infringement of any copyright, patent or trademark.

Neither CCK nor EBC shall be liable for any loss or damage of any nature arising as a result of failure or delay in performance of any obligation to be performed by CCK and/or The Hilton New York, EBC, or owner/operator of any venue where the Event is actually held, due to any cause or circumstance beyond their control, including, but not by way of limitation, strikes, lockouts, labor disputes, fires, acts of God or public enemy, riots, civil disobedience, armed intervention, interference by authorities, power outages, business interruption, national emergency, act(s) of terrorism and/or the resulting consequences of such act(s), acts of governmental agencies, including but not limited to the Department of Homeland Security in response to the prevention of or taking precautions against any act(s) of terrorism whether perceived or threatened or compliance with applicable laws. In the event that because of war, fire, strike, governmental order, public catastrophe, act of God, or the public enemy or any other cause beyond the control of CCK, the Event or any part hereof is prevented from being held, is cancelled by CCK or the venue of the Event becomes unavailable, any refund of Cost of Space Fee to the Exhibitor shall be at the sole discretion of CCK. Such refund, if any, shall be a proportionate share of the balance of the aggregate Cost of Space Fee received which remain after deducting expenses incurred by CCK and reasonable compensation to CCK. But in no case shall the amount of the refund to the Exhibitor exceed the Fee paid. Exhibitor shall not have the right to an accounting, review, or audit of the financial records of CCK.

CCK in its sole discretion may change the location and dates of the Event without any adjustment in the Cost of Space Fee and the undersigned agrees to remain bound by the terms and conditions of this Exhibitor Contract. CCK reserves the right in its sole discretion to cancel the Event for any reason, including, but not limited to any unforeseen circumstances, or acts of God. In the event CCK cancels the Event this Exhibitor Contract shall terminate without any liability to CCK or EBC, and CCK's sole responsibility shall be to return to Exhibitor all monies paid by Exhibitor hereunder to CCK within thirty (30) days after notice to Exhibitor that the Event has been cancelled.

In the event (i) Exhibitor violates any provision of this Exhibitor Contract, (ii) any document presented to CCK shall have been determined to be false or misleading (iii) CCK in its sole discretion deems Exhibitor's actions or displays to be unsuitable or not in keeping with the character of the Event or (iv) in CCK's sole judgment and without the requirement of any independent investigation by CCK, Exhibitor's attendance in the Event could subject CCK to potential liability, including but not limited to liability as a result of claims asserted by third parties against Exhibitor for trademark, copyright or patent infringement, CCK shall have the right to cancel this Exhibitor Contract or to prohibit, close, correct, remove, or eliminate any exhibit, part of exhibit, sign, card, printed matter, souvenir, catalogue or other thing, circumstance, conduct or action without any liability to CCK, EBS, and their members, officers, directors, shareholders or agents. Any Exhibitor who violates any of the terms and conditions herein is subject to being refused future participation in this Event or any other show managed by CCK or its affiliates. CCK reserves the right to refuse Exhibitor permission to move in an set up an exhibit under this Exhibitor Contract if the Exhibitor is in arrears of any payment due CCK, or in arrears of any payment due to any other show managed by CCK or its affiliates.

CCK reserves the right to promulgate any further rules and regulations which in their sole discretion are necessary which shall be deemed part of this Exhibitor Contract. Exhibitor agrees that Check-In Memos, Participation/Acceptance Packages, Display Memos, Rules and Regulations, Exhibitor Manual and any other memorandums are an integral part of this Contract and are incorporated herein by reference.

Should an Exhibitor cause any damage to the Booth it will be the sole responsibility of the Exhibitor to pay the cost of the repair of the damages to GES Exposition Services, Inc. ("GES"). GES and its staff will do all damage estimates. Should the Exhibitor cause any damage to the Venue it will be the sole responsibility of the Exhibitor to pay the cost of the repair of the damages to The New York Hilton, as the case may be as per estimated by the same.

The failure to strictly enforce any of the provisions of this Exhibition Contract or to require at any time performance by Exhibitor of any of the provisions hereof shall in no way be construed to be a waiver of such provisions, or to affect either the validity of this Exhibition Contract, or any part hereof, or the right of CCK thereafter to enforce each and every provision in accordance with the terms of this Exhibition Contract. No waiver of any breach of any provision of this Exhibition Contract shall constitute a waiver of any other breach of that or any other provision hereof. CCK reserves the right to permit participation upon such other terms and conditions it may impose without notice in its sole discretion.

This agreement shall be governed by the laws of the State of New York. By executing this Exhibition Contract the Exhibitor agrees to be bound by the terms and conditions of the Event Guide Book and show updates as amended from time to time.