

1) COMPANY \_\_\_\_\_  
 DIVISION \_\_\_\_\_  
 STREET \_\_\_\_\_  
 CITY \_\_\_\_\_  
 STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
 COUNTRY \_\_\_\_\_  
 EMAIL \_\_\_\_\_ WEBSITE \_\_\_\_\_

2) Booth Preference: List three choices 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_

**Lead Generating Packages (furnishings not included) \***

3) **BASIC PACKAGE - INCLUDES:** Entry in Online Product Gallery, B/W Logo Listing, 400 Pre or Post Show List of Attendees

\_\_\_\_\_ 10x10 \$3,410      \_\_\_\_\_ 10x20 \$6,010      \_\_\_\_\_ 10x30 \$8,610

**RELAXATION PACKAGE - INCLUDES:** BASIC PACKAGE plus: Half-Page 4C Ad, Countdown E-Newsletter participation

\_\_\_\_\_ 10x10 \$4,110      \_\_\_\_\_ 10x20 \$6,710      \_\_\_\_\_ 10x30 \$9,310

**REJUVENATION PACKAGE - INCLUDES:** RELAXATION PACKAGE plus: 1000 Pre or Post Show List of Attendees, Full-Page 4C Ad, instead of half-page ad, Web Banner Ad

\_\_\_\_\_ 10x10 \$5,095      \_\_\_\_\_ 10x20 \$7,695      \_\_\_\_\_ 10x30 \$10,295

**BASIC FURNISHINGS PACKAGE - INCLUDES:** 6-ft covered table, 2 chairs and carpet

\_\_\_\_\_ \$400 per 10x10

4) Configuration:     Corner \$275     Peninsula \$550     Island \$750

**SHOW MANAGEMENT USE ONLY**

PAST PRIORITY NO: \_\_\_\_\_

2010 BOOTH NO: \_\_\_\_\_

2010 DIMENSIONS: \_\_\_\_\_

|                          |          |
|--------------------------|----------|
| PACKAGE/BOOTH COST       | \$ _____ |
| CONFIGURATION COST       | \$ _____ |
| ADVERTISING              | \$ _____ |
| BASIC FURNISHING PACKAGE | \$ _____ |
| RAW SPACE COST           | \$ _____ |
| TOTAL COST               | \$ _____ |
| SIZE OF BOOTH            | _____    |

**RAW SPACE RATE:** \$24/ per sq. ft.

PLEASE DO NOT LOCATE MY BOOTH NEAR THESE COMPANIES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PAYMENT INSTRUCTIONS:**

Checks must be drawn on a USA bank in USA Dollars;  
 Made payable to : **UBMi Princeton LLC**  
 Bank Wire Details: JP Morgan, Chase  
 Manhattan Bank, New York, NY, US  
 Account: UBMi Princeton LLC  
 Account No: 400-936003,  
 ABA Routing #: 021-000-021

Exhibitors are responsible for all bank collection fees and/or wire fees associated with their payments.

**PAYMENT SCHEDULE:**

|                  |      |
|------------------|------|
| With Application | 20%  |
| By April 2, 2010 | 50%  |
| By June 10, 2010 | 100% |

A payment must be returned along with this signed Contract. If exhibit space is licensed after any of the listed dates, the amount corresponding to the most recently passed date is due at this time to secure participation.

Exhibitor agrees that an application accepted by UBM without deposit pending invoicing to exhibitor shall be deemed as valid and binding as though the deposit was made.

|                       |            | CANCEL/WITHDRAW<br>(% of Total License Fee) | DOWNSIZE<br>(% of Total License Fee Differential) |
|-----------------------|------------|---|---|
| <b>PRIOR TO OR ON</b> | 04/02/2010 | 50%   | 50%   |
| <b>ON OR AFTER</b>    | 04/03/2010 | 100%  | 100%  |

**FOR SHOW MANAGEMENT USE ONLY**

Company agrees to pay, therefore, the sum of \$ \_\_\_\_\_ for display in Booth Number \_\_\_\_\_ of \_\_\_\_\_ sq. ft.

Show Management: \_\_\_\_\_ Date \_\_\_\_\_

Deposit Amount: \_\_\_\_\_ Check / Credit # : \_\_\_\_\_ Approved by: \_\_\_\_\_

The person(s) signing this document expressly represents and warrants to Management that he or she is authorized by Company to execute this Agreement. The person(s) also acknowledges that he or she has read and accepted the rules and regulations as set forth on the reverse of this Agreement and that he or she has received, read and fully understands the description of the Booth Service Package, as selected above.

NAME (Please Print) \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ BUS. PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_ WEBSITE URL \_\_\_\_\_ DATE \_\_\_\_\_

# EXHIBITION RULES AND REGULATIONS

## 1. TERMS AND REFERENCE

The term "Event" means the Spa & Resort Expo and Conference /Medical Aesthetics Conference and Expo ("SPA"), currently scheduled to be held on September 28-29, 2010 (the "Event Dates") at the Jacob K. Javits Convention Center (the "Event Facility"). The Event is owned, produced and managed by UBM. As used hereinafter, the term "Organizer" means, collectively, UBM, SPA and each of their officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by UBM in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

## 2. QUALIFICATIONS OF EXHIBITOR

UBM, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who supply products and services to the health, beauty and personal care industry. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited.

## 3. CONTRACT ACCEPTANCE

This contract shall become binding and effective only when it has been accepted by a duly authorized representative of UBM. Payment must be received in full in order to permit Exhibitor to move in and set up and/or occupy the booth space allocated.

## 4. EXHIBITOR SERVICE MANUAL

UBM will offer access to an Exhibitor Service Manual to the "Primary Contract" listed on the front of this contract. The Exhibitor Service Manual 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, exhibitor display rules, and move-in, move-out schedules.

## 5. ASSIGNMENT OF SPACE

Exhibits space shall be assigned by UBM in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future events. UBM reserves the right to change the floor plan or to move an exhibitor to another booth location prior to or during the Event if UBM in its sole discretion determines that to do so is in the best interest of the Event. Exhibitor shall have no claim for compensation or refund as a result of any changes.

## 6. CANCELLATION BY EXHIBITOR

Exhibitor is liable for 100% of the total exhibit fee unless the written notice of cancellation on SPA official change form is received on or before April 2, 2010, in which case, Exhibitor will be liable for 50% of the total 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 injuries UBM will suffer as a result of Exhibitor's cancellation, and not a penalty. The parties understand that the withdrawal of the booth space reserved from availability at a time when other parties would be interested in applying for it, will cause UBM to sustain damages. In this situation, the UBM'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 contract as a valid pre-estimate of these damages. The date of cancellation shall be the date UBM receives the notice. UBM reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space. An Exhibitor may be required to move to a new location if it requests a downsizing of space. UBM reserves the right to hold refundable amounts until completion of the Event.

## 7. CANCELLATION BY UBM

UBM reserves the right to terminate this contract immediately by written notice in the event of breach or anticipatory breach by Exhibitor of any of the terms and conditions set forth herein, including Exhibitor's failure to make a payment when due under the terms of the contract, and to remove or restrict an exhibit that UBM, in its sole discretion, considers objectionable or inappropriate. In the event UBM terminates the contract or removes or restricts an exhibit as provided herein, no refund will be due Exhibitor. UBM is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. In addition UBM in its sole discretion may refuse to consider for participation in future events an Exhibitor who violates or fails to abide by the contract.

## 8. CANCELLATION OF THE EVENT

UBM may cancel all or any part of the Event or reduce the amount of space allocated to the Event for any reason in its sole discretion and for acts beyond its reasonable control (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Event Facility). If the Event is cancelled in its entirety, this contract shall automatically terminate, and UBM shall refund to each exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of Organizer to Exhibitor. Refunds shall not be made for partial cancellations or reductions in the size or scope of the Event. Any exhibitor who cancels this contract prior to any cancellation of the Event by UBM shall not be entitled to any refunds.

## 9. CHANGES TO THE EVENT

UBM reserves the right to re-name or re-locate the Event or change the dates on which it is held. If UBM changes the name of the Event, relocates the Event to another event facility within 50 miles of the Event Facility, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor. If UBM elects to move the Event to an event facility more than 50 miles away from the event Facility or to reschedule the Event to a date more than 30 days earlier or 30 days later than the Event Dates, and Exhibitor notifies UBM within 10 days of receiving notice of such change that Exhibitor does not want to participate in the Event as a result of such change, UBM shall refund to Exhibitor its exhibit space rental payment previously paid, in full satisfaction of all liability of Organizer to Exhibitor.

## 10. EXHIBIT SPACE OCCUPANCY

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by UBM. If Exhibitor fails to install its display in its assigned space by 5:00 p.m., September 27, 2010 or leaves its space unattended during the Event hours, UBM shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by UBM. No property may be removed from the Event before the Event ends. After the close of the Event and not later than October 1, 2010 at 3:00pm, all exhibits shall be removed and cleared from the exhibition space and vacant possession of the exhibition space shall be delivered to UBM in as good and clean order and condition as it was when delivered and made available to Exhibitor. TIME IS OF THE ESSENCE. Any property remaining after October 1, 2010 at 3:00 p.m. may be sold or otherwise disposed of by UBM at the Exhibitor's expense. Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor. Any penalty or other charge assessed against Organizer by the Event Facility or any contractors for failure of Exhibitor to comply with the terms of this contract shall be borne, together with collection and enforcement costs,

## 11. 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. All such 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 in statutory amounts; (B) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 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 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. The Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insured Organizer and the Event Facility. Certificates of insurance, with additional insured and primary coverage endorsements satisfactory to Organizer shall be furnished to Organizer sixty(60)days before the first day of the Event. The Certificates shall provide that the insurance may not be cancelled without 30 days' advance written notice to UBM. Exhibitor acknowledges that the certificate of insurance requirement shall not be deemed waived, nor shall Exhibitor be relieved of its obligation to provide such certificate, even if Organizer provides Exhibitor with the benefits hereunder without having received such certificate from Exhibitor.

## 12. 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 the 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 here by releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

## 13. INDEMNIFICATION

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to UBM) and hold harmless Organizer and the Event Facility from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable 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; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (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.

## 14. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL ORGANIZER OR THE EVENT 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 THE ORGANIZER 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.

## 15. TAXES AND LICENSES

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law 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, 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 UBM.

## 16. CHARACTER OF DISPLAYS: USE OF AISLES AND COMMON AREAS

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth. Balloon 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 visitors do not stand in the aisle while examining equipment or watching demonstrations.

## 17. LISTINGS AND PROMOTIONAL MATERIALS

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

## 18. COPYRIGHTED MATERIALS

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.

## 19. SOUND DEVICES

The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

## 20. CONTRACTOR SERVICES

In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, UBM has contracted on an exclusive basis official contractors to provide certain services. 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 Exhibitor Service Manual.

## 21. 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, including all fire and safety regulations. A full listing of these fire and safety will be made available to Exhibitor upon request.

## 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 UBM in its sole discretion. UBM may, from time to time, adopt rules or regulations governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual 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 UBM as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by UBM from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

## 23. ADDITIONAL TERMS AND CONDITIONS

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 normal standards of decorum and good taste. Any amendment to this contract must be in writing and signed by an authorized representative of UBM. Exhibitor may not assign this contractor any right here under nor may Exhibitor sublet or license all or any portion of its exhibit space.

## 24. GOVERNING LAWS

This contract is governed by the laws of the State of New York as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of New York 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 New York.

## 25. COUNTERFEIT AND PROHIBITED GOODS

The Exhibitor shall not exhibit at the Exhibition any counterfeit goods or any goods which infringe any third party's intellectual property rights ("Infringing Goods") or any goods which are prohibited or restricted by local laws or regulations where the event takes place ("Prohibited Goods"). The Exhibitor takes full responsibility to ensure compliance with the Organizer rules set out in this section. The Exhibitor agrees to indemnify and hold harmless the Organisers on demand against all claims, liabilities, losses, suits, proceedings, damages, judgements, expenses (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of the Exhibition of any Infringing Goods or Prohibited Goods by the Exhibitor, or acts by third parties as a consequence thereof. Exhibitor is responsible to show proof of legal ownership or distribution rights if requested by Organizer. In the absence of said proof, Organizer may remove the offending items from display.

## 26. COMPANIES REPRESENTED AT THE EVENT

The Exhibitor is not permitted to have an additional company or organization represented at the booth without prior written approval from UBM. In order to share a booth, a minimum of 150 square feet must be purchased. The minimum square footage for additional sharers is 75 square feet. Sharers must request a Booth Sharing Form from UBM and return the completed form for approval. The main company is obliged to communicate all rules and regulations to sharers and submit any information on behalf of sharers.