

8th annual
BENEFITS SELLING EXPO
SAN ANTONIO
 MAY 9 - 11, 2012

Getting to the Heart
 OF BENEFITS SELLING

APPLICATION & AGREEMENT
 for EXHIBIT SPACE

Mail or Fax all pages to:
 Benefits Selling Expo 2012 c/o Summit Business Media
 475 Park Ave. South, 6th Floor | New York, NY 10016
 Fax: 212-557-7653 Attn. Nicole Pucci

1. EXHIBITOR INFORMATION (Please print clearly)

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE/PROVINCE: _____ ZIP/POSTAL CODE: _____

WEB ADDRESS: _____

COMPANY PHONE: _____ COMPANY FAX: _____

BILLING CONTACT: _____ TITLE: _____

EMAIL (Required): _____ PHONE: _____ FAX: _____

EXHIBIT CONTACT: _____ TITLE: _____

EMAIL (Required): _____ PHONE: _____ FAX: _____

2. SPACE SELECTION (See important terms on reverse)

	COST	NO.	TOTALS
10' x 10' BOOTH (Includes two full conference registrations, one 6' draped table, two chairs, wastebasket and company ID sign.)	\$4,125		_____
EXHIBIT BOOTH PACKAGE			_____
ADDITIONAL BOOTH(s)	\$3,000	x _____	_____
ADDITIONAL BOOTH PERSONNEL (Limit two.)	\$250	x _____	_____
ADDITIONAL SPONSORSHIP (Exhibit A)			\$ _____
Booth #: 1st Choice _____ 2nd Choice _____ 3rd Choice _____			GRAND TOTAL \$ _____

3. AUTHORIZED COMPANY SIGNATURE (Required)

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

I agree to and accept all terms.

4. PAYMENT INFORMATION

METHOD OF PAYMENT:

CHECK # _____ enclosed. Payable to Benefits Selling Expo 2012.

CREDIT CARD: Please complete the attached form and fax with contract to 859-647-4655.

INVOICE ME

OFFICIAL SHOW MANAGEMENT USE ONLY

BOOTH # _____ \$ _____

SALES REP _____

DATE _____

PLEASE NOTE: Unique sponsorship registration codes will NOT be distributed until a 50% deposit payment has been received.

RULES, REGULATIONS AND CANCELLATION POLICY

1. **CONTRACT FOR EVENT.** The Exhibitor (aforementioned under section 1 of the agreement, Exhibitor Information, Exhibitor) hereby submits this contract for exhibit space and or sponsorship at the Event to Summit Business Media (the Organizer) and hereby acknowledges and agrees to the terms and conditions set forth herein and to the rules and regulations set forth in the Exhibitor Service Manual (ESM), as the same may exist today or as they may hereafter be updated or amended, and to such other rules and regulations as may from time to time be established by the Organizer, all of which are incorporated herein by this reference. The Exhibitor further agrees that, upon acceptance of this On-site Renewal Application (Application) by Organizer, this Application shall become a legally binding contract, enforceable against the Exhibitor in accordance with its terms, except as defined in Section 10 of the Terms & Conditions below. In addition, Exhibitor agrees that Exhibit A of this document will define the obligations of additional sponsorship, as applicable, as referenced in section two (2) of the first page of this agreement.

2. **LOCATION OF EXHIBIT SPACE.** The Event will be held at site referenced on the first page of this agreement. All measurements and exhibit space layouts shown on the floor plan are as accurate as possible. The Organizer reserves the right to make such modifications and changes to exhibit space assignments as to the location of the exhibit space as may be necessary to adjust the floor plan at any time to meet the needs of the Organizer, exhibitors and exhibits. The Organizer reserves the option, in the event of any emergency or other circumstances beyond its reasonable control, to either substitute a comparable exhibit space or to refund the total rent paid here under.

3. **EXHIBITION MANAGEMENT.** Organizer reserves the right to render interpretations and to establish such further rules and regulations it may deem necessary for the general success of the Event. The Organizer further reserves the right to decline, prohibit or expel any exhibit, which, in its sole judgment, in poor taste or is out of character with, or reflects poorly upon, the Event or is in violation of the terms of this contract or any applicable law, rule or regulation.

4. **EXHIBITOR SERVICE MANUAL (ESM).** The Organizer will furnish an ESM prior to the exhibition which will include specifications for drayage, labor requirements, labor rates, electricity, lighting, water, carpeting, furniture, telephones, food and beverage service, etc.

5. **EXHIBIT SPACE EQUIPMENT AND SERVICE INFORMATION.** The Exhibitor agrees to be bound by rules and regulations as may be established from time to time by the Organizer or as set forth in the ESM, or otherwise, and to abide by all applicable rules as set forth in the contracts labor unions whose jurisdiction apply at the Event. The Organizer will furnish the Exhibitor with name of an exhibit service contractor prepared to furnish all services customarily required within a reasonable time prior to the commencement of the Exhibition. The Organizer assumes no responsibility liability for any services performed of materials delivered by such contractor. Complete shipping instructions and information regarding furniture rental, electrical work, telephone installation, plumbing, labor for erecting and dismantling exhibits, drapery, etc. is contained in the ESM.

6. **INSTALLATION AND REMOVAL TIME.** The specific times for installation and dismantling of exhibits shall be set forth in the ESM, subject to change at the discretion of the Organizer. No other times are allowed.

7. **COMPETITIVE EVENTS.** The Exhibitor shall not, during the Event and a two-day period before the first day and post the last day, conduct, sponsor or affiliated with, within 25 miles of the Event, any functions, classes, seminars, exhibits, or similar activities (hereinafter functions) for more than 20 people which is similar to, competitive with or complementary to, any functions, classes, seminars, exhibits or other activities at the Event, other than (i) the exhibit provided for in this contract, or (ii) those functions approved by the Organizer in writing and held at a location specifically authorized by the Organizer.

8. **DISTRIBUTIONS/PROMOTIONAL MATERIALS AND GIVE AWAYS.** Sample articles, premiums, novelties, souvenirs and printed educational and promotional materials may be distributed from the confines of the Exhibitor's booth only. All such material must be available to all Event attendees so long as the materials are offered. Samples of handout materials, other than literature, must be screened and approved in advance by Organizer. Organizer may, at any time, withhold or withdraw permission to distribute any material it considers objectionable. All items distributed at the Event outside of the Exhibitor booth must be arranged for and approved of in advance by Organizer. All distributed items will be arranged by Organizer and will be subject to all applicable fees and charges this includes hotel room drops, seat distributions, and give-aways.

9. **FOOD AND BEVERAGE SAMPLING.** All food and beverage distribution at the Event must have prior approval from Organizers and is subject to applicable fees.

10. **ON-SITE RENEWAL.** On-site Renewal is considered renewal of a product/service as related to the Event at a future specified date in time. Renewal period is defined as the start and end date and time of current Event. Exhibitor can renew on-site with no obligation of consideration or cancellation penalties for a period of 90 days after the end date of the event. Any cancellation of the renewal product/service must be provided within 90 days, in writing to the Exhibitor's sales representative. After 90 days the onsite renewal agreement between the Exhibitor and Organizer becomes legally binding and is enforceable as referenced in sections 11 (A) – (D) of the Terms & Conditions.

11. **CANCELLATION.** (A) In the event the Exhibitor cancels all or part of the exhibit space contracted hereunder, the Exhibitor must submit notice in writing and the Exhibitor shall pay to the Organizer a cancellation fee equal to all monies due as determined by the Payment Terms on the front of this contract. However, in no event shall the cancellation fee be less than ten percent of the total value of the purchase. Any cancellation fee is due at the time cancellation. Whenever the payments already made by the Exhibitor to the Organizer hereunder shall exceed the cancellation fee payable, the Sponsor shall refund such excess to the Exhibitor. Except for such excess, a payment made to the Organizer under this contract shall be deemed fully earned and non-refundable. The cancellation fees described above are paid as liquidated damages and not a penalty. Exhibitor acknowledges that any cancellation will cause Organizer to sustain significant damages that cannot be precisely ascertained at contract time. (B) Refunds are as follows: The Exhibitor is responsible for 50% if cancelled 270 days prior to the start of the Event, 75% if cancelled 240 days prior to the start of the Event. After 240 days prior to the start of the Event, the Exhibitor will be held liable for 100% of all fees and receive NO REFUND. (C) If the Exhibitor fails to make a full payment when due under the terms of the contract, the Organizer may terminate this contract and the Exhibitor shall be responsible for payment to the Organizer of all amounts which would have been due to the Organizer, under the terms of subsection (a) above as if the Exhibitor had canceled this contract as of the date of such failure of payments. (b) Except as the Exhibitor's obligations to pay rent may be reduced in accordance with the terms set forth in subsection (A) above, the Exhibitor shall be responsible for payment of the exhibit space total rent whether the Exhibition is canceled, delayed or relocated, in whole in part as a result of riot, strike, civil disorder, act of war, act of God, or any other cause of any kind whatsoever not within the Organizer's reasonable control. (D) The Exhibitor shall be responsible for all collection costs and legal fees for any balance that is placed for collections.

12. **RIGHT OF OFFSET.** The Organizer shall have the right to offset the amount of any obligation due owing to the Sponsor from the Exhibitor against any obligations at any time due and owing to the Exhibitor by the Organizer, whether under this contract or under any other contract arrangement or understanding between the Organizer and the Exhibitor. Exhibitor is subject to Sponsor's standard credit terms and policies and Sponsor may apply any amounts received from Exhibitor to any other outstanding balances due to Organizer.

13. **USE OF EXHIBIT.** The Exhibitor shall provide adequate staff for maintenance and operation of its exhibit during all exhibit hours. If the Exhibitor contracts basic space, the Exhibitor shall provide carpet other suitable floor covering for its entire exhibit space during all exhibition hours. All demonstrations other promotional activities, including distribution of promotional material, shall be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of

persons watching demonstrations and other promotional activities. The Exhibitor is responsible keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions. The Exhibitor shall not assign, sublet or share the exhibit space without the express consent of the Organizer. The Exhibitor shall display only goods manufactured or sold in the ordinary course of its business that are related to the Exhibition. No individual, firm or organization not assigned exhibit space shall solicit business within the exhibit area. Size requirements of the exhibit space will be specifically defined in the ESM. No portion of any exhibit space sign or carpeting may extend over or beyond assigned floor space. Interference with the light and space of other exhibitors is prohibited. Display material exposing an unfinished surface to neighboring exhibit spaces is not permitted and must be finished at the Exhibitor's expense. The Organizer reserves the right to perform such finishing at the Exhibitor's expense. The Exhibitor's booth and/or exhibit shall not intrude or interfere with the use of any adjacent exhibit area. The Organizer reserves the right to restrict, segregate or relocate exhibits which, because of noise, method of operation, materials or any other reason, become objectionable. In the event of any such restriction or removal, the Exhibitor shall have no claim against the Organizer based upon any such restriction or removal. If the Exhibitor utilizes music (for example from tape, record, CDs, audio-visual presentations, live entertainment or radio speakers), the Exhibitor shall first obtain written permission from the owner for the use of that music as required by applicable laws. Exhibitor shall comply with all applicable laws, rules and regulations that pertain to its exhibit.

14. **TAXES AND LICENSES.** The Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals required under local or state law applicable to its activity at the Event and for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection therewith.

15. **EXHIBIT SAFETY.** The Exhibitor hereby represents and warrants to the Organizer that the Exhibitor has taken steps reasonably necessary to ensure that sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected, including obtaining the certification of a registered structural engineer if reasonably available. The Exhibitor accepts sole responsibility for any personal injury or property damage that may result directly or indirectly from the collapse of its exhibit or any portion thereof or the existence of any other unsafe condition at its exhibit. The Exhibitor hereby agrees to indemnify and hold harmless the Organizer, the owner and manager of the exhibition facility, and others lawfully on the exhibit floor, from and against any claim, loss, liability or damage suffered as a result of the Exhibitor's installation, use, construction or maintenance of an unsafe exhibit, and the Exhibitor further represents and warrants that it has obtained adequate insurance to cover its potential liability hereunder. The Exhibitor will furnish the Organizer with the engineering certificate and/or insurance certificates evidencing the coverage described herein upon request prior to or during the Event.

16. **ADMISSION.** Organizer shall have sole control over show admission policies at all times. All Exhibitor, and attendees visiting the exhibition are required to wear an appropriate Event badge while in attendance. The Event is a professional business environment; no one under the age of 18 will be permitted in the exhibit hall.

17. **LIMITATION OF ORGANIZER'S LIABILITY.** Neither the Organizer, nor any of its affiliates, agents or representatives shall have any liability whatsoever to the Exhibitor for any loss, expense or damage to the Exhibitor, its guests, invitees or any of their property, relating to or arising out of the acts of any participant, visitor or other invitee of the Organizer, other than for the Organizer's failure to perform its obligations hereunder. Under no circumstances shall the Organizer have any liability for lost profits or other special, incidental or consequential damages and the Organizer's total liability hereunder shall in no case exceed the amount of the total rent actually received by the Organizer from the Exhibitor. The Organizer makes no representations or warranties with respect to the nature or volume of Exhibitors or Attendees. The Organizer shall have no liability for any failure to perform its obligations hereunder where such failure to perform was due to any riot, strike, civil disorder, act of war or terrorism, act of God, or any other cause of any kind whatsoever not within the Organizer's reasonable control.

18. **INDEMNITY.** Exhibitor represents and warrants that it shall be in full compliance with all applicable governmental laws and regulations during Event, including but not limited to, all applicable fire, health and safety codes and regulations. Exhibitor shall indemnify, defend and hold harmless SBM, its officers, members, directors, employees and agents, and each of them from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which Organizer, its officers, members, directors, employees and agents, and each of them, may incur arising out of (1) Exhibitor's noncompliance, real or alleged, with any law, regulation or code; (2) any negligent or reckless act or omission or willful misconduct by Exhibitor, its employees, or any third party engaged by Exhibitor in the execution or conduct of any Event; (3) any breach in a representation, warranty, covenant or obligation of Agency contained in this Agreement; and (4) any claim for personal injury or property damage occurring at or in connection with any Event. Indemnification under this section shall be dependent upon Organizer promptly giving notice of the claim for which indemnity is sought, allowing the Exhibitor to assume defense of the claims, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges.

19. **SECURITY AND PROPERTY INSURANCE.** The Organizer shall provide perimeter guard service during the hours the exhibit area is closed. However, the Exhibitor is solely responsible for the security of its own exhibit materials and the Exhibitor is understood to remain in its sole care, custody, and control in transit to or from within the confines of the exhibit hall. The Exhibitor agrees to waive all rights of subrogation against the Organizer, its officers, directors and employees.

20. **LIABILITY INSURANCE.** The Exhibitor shall obtain, at its own expense, adequate insurance, but in no event less than \$1 million comprehensive general liability insurance, including the so-called broad form endorsement. Such insurance shall name the Organizer, and its officers, directors and employees as additional insureds, The Exhibitor shall furnish, upon request, at or prior to the Exhibition, certificate of insurance evidencing said coverage.

21. **CARE OF BUILDING AND EQUIPMENT.** Neither the Exhibitor nor its representative or agents, shall injure or deface the walls or floors of the building, the exhibit spaces, or the equipment in the exhibit spaces. All materials used by the Exhibitor should comply in all respects with all applicable laws, rules and regulations respecting fire safety and electrical equipment. Combustible materials or explosives are not permitted in the exhibit hall. The Exhibitor shall also comply with all the reasonable requests of officials of the exhibit hall and the Organizer with respect to the installation, conduct and disassembly of its exhibit.

22. **MISCELLANEOUS.** This contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no other agreements, understandings, representations or warranties except as expressly set forth herein. This contract cannot be assigned, transferred, or sold by an Exhibitor. The rights of the Organizer under this contract shall not be deemed waived except as specifically stated in writing signed by an authorized officer of the Organizer. This contract and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Kentucky without regard to Kentucky's choice of law rules. Any action brought to enforce the terms of this contract may be brought only in a court having a situs within the State of Kentucky and the situs hereby expressly consents to the in personal jurisdiction of any such court. The Sponsor may, however, elect to enforce its rights in any proper jurisdiction. The Organizer shall be entitled to cover the costs, including reasonable attorney's fees and/or collection fees, in any action brought to enforce this contract or its rights hereunder. The Organizer shall also be entitled to recover all accrued finance charges through the date of payment of the full amount of this contract.

Initial _____
Please initial that you've read and understand all terms. _____

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OFFICIAL SHOW MANAGEMENT USE ONLY

BOOTH # _____ \$ _____

SALES REP _____

DATE _____

CREDIT CARD AUTHORIZATION FORM

PAYMENT AMOUNT: _____

PAYMENT METHOD: VISA ___ MC ___ AMEX ___

CREDIT CARD #: _____ CVV: _____ EXP. DATE _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE/PROVINCE: _____ ZIP/POSTAL CODE: _____

EMAIL (Required): _____

AUTHORIZED CARDHOLDER: _____

SIGNATURE: _____

PLEASE COMPLETE ALL OF THE INFORMATION ABOVE AND FAX WITH CONTRACT TO 212-557-7653 Attn. Nicole Pucci.

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1. SPONSORSHIP SELECTION - Exhibit A

PLATINUM (\$41,200)

- Networking Party

GOLD (\$22,250)

- Welcome Reception

SILVER

- 2nd Day Keynote (\$23,175)
- Thursday Lunch (\$18,500)
- Thursday Cocktail Reception (\$18,500)

BRONZE

- Thursday Breakfast (\$12,975)
- Wednesday Pre-Con Lunch (\$12,975)
- Opening Keynote (\$11,125)
- Closing Keynote (\$11,125)

LEVEL 1

- Friday Breakfast (\$10,100)
- Notebooks (\$10,100)
- Education Tracks (\$9,075)

LEVEL 2

- Pens (\$6,675)
- Passport (\$6,675)
- Archive Sponsorship (\$12,375)
- Internet Kiosk (\$6,675)
- Massage Station (\$6,675)
- Beverage Breaks (2 available, \$6,365)
- Lanyards (\$6,365)
- Shoe Shine (\$6,375)
- Registration Counter (\$6,365)

LEVEL 3

- Coffee Breaks (2 available, \$4,000)
- Snack Breaks (2 available, \$6,450)
- Pre-Con Coffee Break (\$4,000)

EXHIBITION PACKAGES

- Package A (\$16,580)
- Package B (\$13,600)
- Package C (\$7,270)
- Package D (\$5,890)

2. SIGNATURE (Required)

SIGNATURE: _____ DATE: _____

- I agree to and accept all terms.