

2009 EXPO EXHIBIT CONTRACT TERMS AND CONDITIONS

****Booth Space Size:** All booths are 8' x 10', and include 8' back drape, 3' side drapes and ID sign (7"H x 44"W).

****Exhibit Show Hours:**

Saturday	10/31/09	Move In	7:00 AM – 5:00 PM
Sunday	11/1/09	Show Open	10:00 AM – 5:00 PM
Monday	11/2/09	Show Open	9:00 AM – 2:00 PM
Monday	11/2/09	Move Out	2:00 PM – 6:00 PM
Tuesday	11/3/09	Move Out	8:00 AM – 12:00 PM

****NOTE:** Move in hours are subject to change. Please read notices from show management and check hours posted in GES Exhibitor Kit which is shipped to exhibitors about 45 days prior to the show.

1. The Exposition shall be open during the above listed hours. During such times, Exhibitor shall use its booth for exhibit purposes only and for no other purposes. The Exhibitor shall keep at least one attendant at its booth during the hours the Exposition is open. The exhibit hall shall be open to Exhibitors during reasonable hours prior to the opening of the Exposition and following the closing for the sole purpose of erecting & removing display material. Under no circumstances will the installation or removal of any portion of an exhibit be permitted during the hours the Exposition is open. An Exhibitor who dismantles their booth before the conclusion of the exposition will lose any seniority in subsequent years and may face a penalty charge by ATRA. Exhibitor shall have assigned exhibit booth in good order and ready for the Exposition not later than 8:00 AM, November 1, 2009. Any Exhibitor failing to occupy any non-cancelled booth by 8:00 AM, November 1, 2009 shall be obligated to pay the full fee of said booth. ATRA shall have the right to use said booth for any other purpose, including selling the booth to another Exhibitor, without any rebate or allowance to the Exhibitor. ATRA assumes no responsibility for having included the name of the Exhibitor or a description of his products/services in the Exposition catalogue, brochures, news releases, or other materials. For safety reasons, no person(s) under the age of 14 years may be permitted on the show floor during move-in and move-out periods.

2. The Exposition is designed for the display and demonstration of products, services, equipment and publications relating to the transmission rebuilding industry and is generally open to the trade, not the general public. Exhibitor may not advertise or display products or services in the exhibit booth other than those manufactured, distributed or sold by Exhibitor in the regular course of Exhibitor's business and permitted by this contract. Exhibitor shall provide ATRA with any further information or requests concerning the products, services or equipment which it will display in the booth, and ATRA reserves the right to exclude any products, services, equipment or publications, including those listed on the front of the contract which, in ATRA's sole opinion, do not relate to the transmission rebuilding industry.

3. Exhibitor shall not erect any display material in any area except the assigned exhibit booth. Exhibitor shall not erect its displays in any manner or engage in any other activity, which impedes traffic flow in the aisles or obstructs or interferes with the use of any other exhibit booth. Any VCR, TV, computer or other video screen must be located in the back half of the booth and away from adjacent booth. No operating machinery shall be placed closer than two feet from any aisle. ATRA also reserves the right to restrict or curtail the use of any sound system, which in ATRA's opinion is creating excessive noise. No signs, mobiles or similar items may be attached to the ceiling without prior approval. Exhibitor agrees to use said exhibit booth only for lawful purposes and in compliance with all applicable laws, codes, ordinances and regulations of the City of Las Vegas, State of Nevada, and the United States of America.

4. All displays shall be subject to approval by ATRA. ATRA reserves the right to reject any application; cancel any contract for exhibit booth; and/or remove any exhibit, display or part thereof when, in ATRA's sole and non-reviewable discretion, such exhibit, display or part thereof, including the dress of persons connected with the exhibit, is not consistent with any display policy adopted by ATRA or otherwise not appropriate. Inappropriate displays shall include, but not limited to, those creating safety or environmental hazards; those advocating violation of any law; those containing indecent or obscene material; and those which violate any other term or condition of the contract.

5. Exhibitor shall not distribute promotional literature in any area other than the assigned exhibit booth. Promotional literature shall not be placed on registration tables or distributed in the registration area, the entrance to the exhibit hall or the aisles of the exhibit hall or any

other area outside the exhibit booths. Any promotional activities such as prize drawings, must be approved by ATRA in advance, which approval may be given or withheld in ATRA's sole discretion. ATRA shall make no announcements regarding an individual exhibitor holding a drawing. Only announcements of winners will be made over the public address system.

6. Exhibitor shall not transfer, share, assign or sublicense any of the said exhibit booth or any rights under the contract.

7. Exhibitor shall be responsible for keeping its exhibit booth clean and free of trash at all times.

8. Each exhibit booth shall contain approximately 80 square feet. Without cost to Exhibitor, ATRA shall furnish pipe and drape booth backgrounds (8' back and 3' side), general decorations, general lighting and janitorial service in the aisles only. ATRA shall also furnish to Exhibitor a two-line identification sign approximately 7" X 44". Exhibitors are required to use any duly appointed Official Contractor as appointed by ATRA. A complete Exhibitor Service Kit will be sent to Exhibitor approximately 45 days prior to the Exposition. ATRA shall also provide general security for the exhibit hall, but shall not be responsible for loss or damage to any display or exhibit or any equipment, products or other property brought onto the premises. Exhibitor is advised to take appropriate measures to protect any valuable equipment, products or other property included in its exhibit. ATRA shall not be responsible for providing any other services to Exhibitor. Exhibitor shall make its own arrangements for and shall pay the costs of any additional lights, power or other services of any nature in connection with Exhibitor's own exhibit booth. Exhibitor shall have no authority to incur and shall not incur any expense, cost or liability on behalf of ATRA, and Exhibitor shall pay all cost and expenses whatsoever in connection with its exhibit booth, including installation and removal. Exhibitor shall be liable for any and all damage which it or any parties hired by it or acting on its behalf may cause to the premises or otherwise in connection with the use of its exhibit booth. If any union rules or policies are applicable to the premises, Exhibitors agrees to comply with them. Exhibitors also agree to indemnify the owner of the premises and ATRA from and against any damages, liabilities, cost and expenses, including attorneys' fees, arising, from the use of the booth by Exhibitor, except for the negligent or willful acts or omissions of the owner of the premises, its employees, contractors or others acting on its behalf or under its authority.

9. At the conclusion of the Exposition, Exhibitor shall completely remove all materials from exhibit booth and the premises during the hours provided for removal; shall place said exhibit booth in the same condition as originally received by Exhibitor and shall turn said exhibit booth back to ATRA in a proper, clean, and undamaged condition, except damage by fire, the elements, casualty or any other cause of happening not occasioned by the act or failure to act of the Exhibitor. Materials not removed from the premises by end of the removal period may be disposed of or stored by ATRA or the owner of the premises at the cost of Exhibitor.

10. ATRA shall not be liable for failure to fulfill the Contract on its part, whether in whole or in part, when such failure is due to the premises or the exhibit hall being destroyed or rendered untenable, by an Act of God, state of war, act of public enemy, labor dispute, picketing, authority of law or any other cause beyond ATRA's control. ATRA reserves the right to cancel this Contract, without any liability to Exhibitor except refund of the exhibit booth fee paid by Exhibitor, if it determines to cancel the Exposition for any reason. ATRA reserves the right to restrict or deny access to the exhibit hall to any person, including Exhibitor's personnel at any time.

11. ATRA makes no representations or warranties concerning any Exhibitor participation in the Exposition nor any product, equipment or service sold by any Exhibitor. The admission to the Exposition of any Exhibitor does not constitute an endorsement, recommendation, or representation by ATRA of any Exhibitor or its products, equipment or services, and ATRA has not investigated any Exhibitor nor its product, equipment or services to determine their quality, durability, economic viability or compliance with applicable law. ATRA neither accepts nor assumes any liability whatsoever with respect to any Exhibitor or its products, equipment or services. Exhibitor agrees to display only products, equipment or services which comply with applicable law and regulations and most current professional standards. Under no circumstances shall Exhibitor represent in any way that ATRA guarantees, warrants or endorses performance of any product, equipment or service or that ATRA has any liability with respect to the product, equipment, or service.

12. ATRA shall have no responsibility whatsoever for any property of Exhibitor or any other property placed in said exhibit booth or adjacent areas or grounds, or used in connection with the Exposition and it is specifically understood and agreed that ATRA is expressly released and discharged from any and all liability, loss injury or damage, to either persons or property, that may be sustained on or about the premises or in connection with the use of the exhibit booth.

13. Exhibitor shall comply with all applicable safety, fire and health laws, ordinances and regulations. Exhibitor shall not allow any article to be brought onto the Exhibition premises nor permit any act to be done in connection with the Exposition, which would increase the premiums on or void any policies of insurance held by ATRA. Exhibitor shall hold ATRA harmless from all damages arising out of any damage to any person or property occurring in, on, or about Exhibitor's booth and at its cost shall maintain insurance in such amounts as will fully protect ATRA from any and all claims of any nature in connection with use of Exhibitor's booth and its participation at the Exposition. Exhibitor agrees to maintain, at its cost, the following insurance coverage during the Exposition (including installation and removal periods): (a) Comprehensive General Liability Insurance Policy with minimum combined single limits of liability in the amount of

\$1,000,000.00 per occurrence. These policies must insure ATRA against all liability of Exhibitor and its authorized representatives arising out of and in connection with Exhibitor's use or occupancy of the exposition premises; (b) Comprehensive General Automobile Liability coverage insuring owned and hired vehicles including loading / unloading hazards with minimum combined single limits of \$1,000,000.00 per occurrence. Exhibitor shall name ATRA as Additional Insured. All insurance required under this agreement shall: (1) be issued by insurance companies authorized to do business in the State of Nevada, with a financial rating of at least B+ and financial rating of (10) as rated in the most recent edition of Best's Insurance Reporters; (2) be issued as a primary policy; (3) contain an endorsement requiring thirty (30) days written notice from the insurance company to ATRA in the event of cancellation or chance of coverage. A certificate of the policy showing such coverage shall be kept by Exhibitor at the exhibit booth at all times during the Exposition, including move-in and move-out, and shall be provided to ATRA upon request.

14. Exhibitor assumes responsibility and agrees to indemnify and defend ATRA and Las Vegas Hilton and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises. The Exhibitor understands that neither ATRA nor Las Vegas Hilton maintain insurance covering Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

15. Exhibitor agrees to comply with all reasonable rules and regulations issued by the premises and terms and provisions of ATRA's Contract for use of the premises, all of which are incorporated herein by reference.

16. ATRA expects to maintain the general configuration of the floor plan for the Exposition as described in the promotional brochure. However, ATRA reserves the right to modify the plan and/or change the location of Exhibitor's exhibit booth, if necessary, in the interest of aesthetics, traffic flow, safety or for any other reason beneficial to the Exposition.

17. No food or beverages shall be distributed from the exhibit booth without prior arrangement with the official caterer at the premises and the written approval of ATRA.

18. Hospitality suites shall remain closed and Exhibitor shall not schedule any functions during Exposition hours, or any ATRA scheduled function. Non-compliance with this provision may result in rejection of Exhibitor's application to participate in succeeding years' Expositions.

19. No animals shall be permitted in the exhibit hall whether as part of a display or otherwise, with the exception of working animals used for disabilities. Failure to comply with this term may result in the immediate termination of Exhibitor's use of the exhibit booth and/or rejection of its application to participate in succeeding years' Expositions.

20. In the event that Exhibitor is the subject of any demonstration during the time of the Exposition, Exhibitor shall make all reasonable efforts, including undertaking legal action, to see that the demonstration does not interfere with the activities of the Exposition. ATRA reserves the right to terminate Exhibitor's use of the exhibit booth if such a demonstration occurs. In the event of such termination, ATRA shall have no liability to Exhibitor.

21. Exhibitor agrees to pay when due all royalties or other charges becoming due to any person or corporation by reason of any music, broadcast, release or other entertainment of any kind or nature used by Exhibitor or its agents at the exhibit booth or otherwise within the premises, including but not limited to any royalties or licensing fees due to BMI, ASCAP, or SESAC and royalties due to actors or other performers. Exhibitor also agrees to pay when due all sales and use taxes which may be levied by any jurisdiction as a result of Exhibitor's use of the exhibit booth. Exhibitor agrees to indemnify and hold harmless ATRA, its agents and employees from any claims and charges arising in connection with the above liabilities and all expenses incurred by ATRA, including attorney's fees, in connection therewith.

22. Exhibitor agrees to indemnify and hold ATRA harmless from and against all damages, liabilities, costs and expenses, including attorneys' fees, arising out of or connected with this Contract; the use of the exhibit booth by the Exhibitor; its employees, contractors, directors, officers, invitees or any other party acting on its behalf or under its authority; or any other matter relating to Exhibitor's participation in the Exposition.

23. In addition to these terms and conditions, ATRA shall have the right at any time to issue reasonable rules and regulations for the operation of the Exposition and Exhibitor agrees to comply with all such rules and regulations and any amendments thereto. All matters and questions not specifically covered herein are subject to the decision of ATRA, whose decision shall be final.

24. This Contract is the sole agreement of the parties with respect to use of the exhibit booth by Exhibitor and all prior agreements or understanding are merged herein. Any amendment to this Contract must be in writing and signed by both parties herein.

*Exhibitor agrees to the Terms and Conditions of these Rules and Regulations along with the Terms and Conditions of the Application and Contract for Exhibit Booth Space Form by signature and dating contract form.