

APPLICATION FOR EXHIBITION SPACE

Virginia Racing Expo 2007

Sponsored By:



The Virginian-Pilot

October 27, 2007

This Application for Exhibition Space (the "Contract") dated as of this ____ day of _____, 200 ____, between Virginia Racing Expo, a division of Landmark Communications, Inc., (the "Show") and _____ (the "Exhibitor") shall be effective as of the date of and upon acceptance by the Show's Director as provided below. The Exhibitor agrees to the terms and conditions of this Contract, including the "Rules Governing Show" on the reverse hereof, as well as any rules, regulations or policies as reasonably promulgated by the Show during same. **This Contract shall not be effective unless payment for 10% of the bulk floor space cost and 50% of the booth space cost shall be received by the Show prior to the acceptance of this Contract by the Show's Director. ALL SPACE COSTS MUST BE PAID IN FULL PRIOR TO October 8, 2007. No refunds will be made on space cancellations after October 8, 2007.** The provisions of this Contract may not be obviated or modified without the prior consent of the Show's Director and the Credit Manager of The Virginian-Pilot. All space costs are net. In the event that it becomes necessary to cancel the Virginia Racing Expo by reason of emergency, all sums paid to the Show pursuant to this Contract will be returned to the Exhibitor.

Requested Space: _____ **Amount Due: \$** _____

Please make checks payable to: Targeted Productions and return with signed contract to:

Targeted Productions
 Attn: John Kinsley
 258 Granby Street
 Norfolk, VA 23510-1812

A COPY OF THIS CONTRACT WILL BE RETURNED TO YOU FOR YOUR FILES.
Faxed Contracts will not be accepted.

Exhibitors: _____
 Signature: _____
 Print Name: _____
 Title: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone (____) _____ Fax (____) _____
 Email address: _____

Company name for booth sign: _____

For Official Use Only – Please Do Not Write Below This Line

Account #: _____	Date received: _____
Cost of Space: _____	SPACE ASSIGNMENT: _____
Amount of Deposit: \$ _____	<input type="checkbox"/> Paid Check # _____
Balance Due: \$ _____	<input type="checkbox"/> Paid Check # _____

Accepted for The Virginia Racing Expo by: _____
Show Director

RULES GOVERNING SHOW

Please Read Carefully – These Rules Are Part of Your Contract.

1. **ELIGIBLE EXHIBITS:** The Show reserves the right to (a) determine the eligibility of any Exhibitor or product on exhibit and (b) restrict exhibit to a minimum noise level and to suitable methods of operation and display of merchandise.
2. **BOOTH EQUIPMENT:** An 8 ft. fireproof fabric backdrop and 3 ft. fireproof fabric side rail dividers shall be erected by the Show at no cost to Exhibitor. Decorations, if used, must be fireproof and must not be attached to the fabric. Any construction within the booth must not exceed 8 ft. in height and must not exceed more than 4 ft. from back to front. Nothing will be permitted to project into the aisle. (Any exception must be approved in advance by the Show's Director).
3. **BULK SPACE:** If decorations are used they must be made of fireproof materials. If dividers are used between Exhibitor's spaces, they must not be higher than 3 ft. Nothing will be permitted to project into the aisles (any exception must be approved in advance by the Show's Director).
4. **SUBLETTING SPACE:** The Exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned, or have representative, equipment, or materials from firms other than its own in the exhibit space.
5. **LIMITATION OF LIABILITY:** The Exhibitor agrees to make no claim for any reason whatsoever against the Show or its sponsors for loss, theft, damage or destruction of goods or property nor for any injury to Exhibitor and/or its employees. Exhibitor agrees to indemnify the Show and/or its sponsors against and hold them harmless for any claim arising out of the Exhibitor's participating in the Show.
6. **BUILDING RULES AND CITY ORDINANCES:** The Exhibitor will obey and fully comply with (a) all applicable laws, ordinances and/or regulations of the jurisdiction where the Show is held and (b) all rules and regulations as prescribed by the management of the building where the Show is held.
7. **CARE OF EXHIBITION SPACE** will be solely Exhibitor's responsibility and space will be surrendered to the Show in the same condition as delivered. In case of damage, the Exhibitor shall promptly pay such claims as are necessary to restore the space to its original condition. All rubbish should be placed in the aisle at the close of each session and clean-up service will remove at no expense to the Exhibitor. Day cleaning is permissible, however, all service personnel must be checked in and out by the designated representative of the Show.
8. **SELLING POLICY, COSTUMES, SAMPLES:** Cash and carry is permitted, however, for security purposes a PROPERTY PASS must be attached and displayed on the merchandise sold. Security personnel will strictly enforce this regulation. Also, orders must be written for future delivery. All transactions must be conducted within the confines of the Exhibitor's area. Personnel in costumes or uniforms shall not appear other than in their own exhibition area. Samples, catalogs, etc. may be distributed only in Exhibitor's area.
9. **SECURITY** will be provided at no expense to the Exhibitor, however, the Show and its sponsors will not be responsible for any loss or damage suffered by any Exhibitor or its employees or guests from any act of theft, vandalism or accidental injury.
10. **EXHIBITS** must be completely installed and ready for inspection by representatives of the Show and/or any official of the jurisdiction in which the Show is located by a date and time as determined by the Show. No exhibits may be dismantled before 5 p.m. on the last day of the Show.
11. **EXHIBITOR ADMITTANCE BEFORE AND AFTER SHOW HOURS:** Exhibitor representatives will not be permitted (a) to enter the show location earlier than one (1) hour before scheduled opening each day (except for opening day) or (b) in the show area after closing hour each night (except for the final night), unless special arrangements are made with the Show.
12. **RE-LOCATION OF EXHIBITS:** The Show reserves the right to alter the location as shown in the official floor plan and change the overall size of the floor plan if deemed advisable.
13. **THE DECISION** of the Show shall be accepted as final in any dispute between the Show and an Exhibitor(s) or between Exhibitors.
14. **EXHIBITOR BADGES** are not transferable and must be presented by all Exhibitors or their representatives to gain admission to the show area. Security personnel may require additional identification at their sole discretion.
15. **THE EXHIBITOR** will keep his exhibition open and staffed at all times during show hours.
16. **UNOCCUPIED SPACE:** The Show reserves the right, should any rented exhibitor's space remain unoccupied on the opening day or should any space be forfeited due to failure to make proper payment, to rent said space to any other exhibitor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation for the exhibitor to pay the full amount specified in his invoice for space rental.
17. **BOOTH AND HALL SIGNAGE:** All signage associated with an Exhibitor's space shall be properly displayed in, on, or over the Exhibitor's space only. No signage will be permitted to be displayed over another Exhibitor's display without the permission of that exhibitor and the Show's Director.
18. **WORKING INSIDE BOOTH:** Booth design must provide enough space for Exhibitor employees to work inside the Exhibitor's assigned space. No Exhibitor should work in the aisles or encroach on another exhibitor's space.
19. **LEGAL:** The Show shall have the right to terminate this Contract at any time, without notice to Exhibitor, for non-payment or failure to perform any other obligation specified in this Contract. In the event Exhibitor fails to pay any amount due to the Show within the agreed terms as stated in this Contract or otherwise defaults in its obligations to the Show, Exhibitor agrees to pay, in addition to the past-due amount, interest on the past-due balance from the date of default at the rate of eighteen percent (18%) per annum, and attorney's fees equal to one-third (33 1/3%) of the outstanding past-due balance or the Show's actual attorney's fees as incurred as result of Exhibitor's default under this Contract, whichever is greater, and all court costs incurred by the Show. Exhibitor warrants and represents that any material exhibited at the Show by or on behalf of Exhibitor is original, does not violate any law or infringe the copyrights, trademarks, trade names, or patents of any other person, entity, or corporation, and contains no matter which is libelous, an invasion of privacy, an unlawful appropriation of the name or likeness, or is otherwise injurious to the rights of any other person, and that Exhibitor has obtained all necessary consents prior to exhibition at the Show. Exhibitor shall indemnify and hold the Show harmless against any and all claims, losses, liabilities and expenses, including attorney's fees and legal expenses, resulting from or attributable to the publishing or recording of any materials by or on behalf of Exhibitor. The Show shall have no liability whatsoever in the event any act of God, the public enemy or governmental authority, labor dispute, war (whether declared or not declared), civil disobedience, riot, failure of its equipment or systems, or of the systems in the building where the exhibition is located, or any other division or subsidiary of Landmark Communications, Inc., or any entity in which Landmark Communications, Inc., maintains an interest, related to occurrences beyond its control which in any way restrict or prevent the Show's ability to perform under this Contract. Notwithstanding any contrary term in this Contract, the Show does not guarantee any given level of audience(s) at the show. Exhibitor agrees that no representations of any kind have been made to Exhibitor by the Show or by any of the Show's agents and that no understanding has been made or agreement entered into other than as set forth in this Contract, subject to these terms and conditions. This Contract shall be governed by the laws of the Commonwealth of Virginia and resolved in the Federal or State courts of or located in the City of Norfolk, Virginia, unless waived by the Show. All notices herein provided for shall be deemed given if and when posted in United States first class mail addressed to the Show's Director at 258 Granby St., Norfolk, Virginia 23510, and to Exhibitor's billing address as set forth above. Exhibitor warrants that he/she/it has the right to enter into this Contract with the Show and that this Contract will not violate any other contract(s) or agreement(s) to which the Exhibitor is a party. If Exhibitor has applied to receive credit on open account with the Show in conjunction with any contract, including this Contract, Exhibitor acknowledges that the extension of such credit is solely within the discretion of the Show and may be modified or withdrawn by the Show at any time, even after credit is extended.