

MECHA CON V

2009 Exhibitor Space Contract

THIS AGREEMENT, by and between the party identified in "Part I – EXHIBITOR Information" below, hereinafter referred to as "LESSEE or EXHIBITOR," and the organizers of MechaCon, hereinafter referred to as "LESSOR or SPONSOR," is hereby entered into for the rental of exhibit space in the event identified in "Part II – Scope of Agreement," paragraphs 1-4 below, in accordance with the terms and conditions hereinafter set forth.

PART I – EXHIBITOR INFORMATION

EXHIBITOR/Company Name: _____

Address: _____

City, State, ZIP: _____

Contact Person/Booth Manager: _____

Phone Number: _____

FAX Number: _____

E-Mail Address: _____

Company Website: _____

DO NOT WRITE BELOW THIS LINE (FOR OFFICE USE ONLY)

Booths Purchased:		Number of Passes:
Electrical:	Internet:	Total Paid:
Notes:		

PART II – SCOPE OF AGREEMENT

SPONSOR hereby contracts with EXHIBITOR to lease exhibit space to EXHIBITOR based on the terms set forth below and the rules and regulations, rate schedule, and exhibit hall floor plan as is established by the SPONSOR and subject to modification by the SPONSOR in updated and amended information, all of which constitute part of this contract.

1. EVENT NAME: MECHACON V (hereinafter "EVENT")
2. EVENT DATES: Friday, July 24th, 2009 to Sunday, July 26th, 2009.
3. EVENT LOCATION: Hilton Lafayette (hereinafter "HOTEL, Lafayette, LA")
4. LOCATION OF EXHIBITOR SPACE: Exhibit spaces/booths located in the EVENT's Exhibit Hall as determined by the SPONSOR (hereinafter "EXHIBIT HALL")
5. EXHIBIT SPACE RESERVATION: EXHIBITOR shall reserve their space on a first-come-first-served basis. SPONSOR will make the determination of which reservations were received by order of receipt with payment.
6. EXHIBIT SPACE RENTAL FEE: The rental fee for exhibit space will be in accordance with the rate schedule located on Attachment #1. EXHIBITOR must pay in advance, the full rental fee of all spaces requested on the EXHIBITOR's Space Reservation Form. Any exhibit space prepaid, but ultimately not received by the EXHIBITOR shall be refunded by the SPONSOR within 30 days of the conclusion of the EVENT.
7. PAYMENT OF RENTAL FEE: EXHIBITOR shall make payment to the SPONSOR in the form of a check, money order, or PAYPAL payment at the time of the Exhibit space reservation. Payment must be made in U.S. Dollars, and made payable to "Sennin Productions, LLC." A copy of this executed contract and booth reservation form will confirm the exhibit space. Space reservations will not be honored until payment is received. All payments must be POSTMARKED BY DUE DATE to qualify for early registration.
8. ITEMS INCLUDED IN RENTAL FEE: Each exhibit space includes two chairs, and two MechaCon Exhibitor Admission badges. Exhibit space booth dimensions and table dimension are defined in the rate listing located in Attachment #2.
9. ADDITIONAL EXHIBIT SPACE ARRANGEMENTS: EXHIBITOR must use the form provided in Attachment #1 to make additional/custom exhibit space arrangements with the SPONSOR and/or the HOTEL. Any customization of exhibit space above and beyond that provided by SPONSOR in Paragraph 8 shall be incurred at EXHIBITOR's expense. Any customization of exhibit space must conform to standards as determined by the SPONSOR, HOTEL and/or any

applicable government agency. SPONSOR or the SPONSOR's designate shall have final determination if the customization is contrary to such standards.

10. PLACEMENT OF EXHIBITS: SPONSOR reserves the right to make modifications and change exhibit space assignments at any time as may be necessary to adjust the floor plan to meet the needs of the SPONSOR.
11. EXHIBIT SPACE INSTALLATION: EXHIBITOR may begin installation/set-up of exhibit space no earlier than 5:00pm on Thursday, July 23rd, 2009. ALL EXHIBITS MUST BE IN PLACE by 12:00pm, Friday, July 24th, 2009.
12. EXHIBIT SPACE BREAKDOWN: All exhibits must be removed no later than 11:00pm, Sunday, July 26th, 2009. All materials not removed by that time will be removed by the SPONSOR and placed into storage and/or shipped at EXHIBITOR's expense. EXHIBITOR is expected to leave the rental space in the same condition that existed prior to set-up. Any damages to the reserved rental space will be repaired at the EXHIBITOR's expense.
13. EXHIBIT HALL HOURS FOR THE GENERAL PUBLIC:
FRIDAY, July 24th, 2009 from 1:00pm to 7:00pm
SATURDAY, July 25th, 2009 from 10:00am to 7:00pm
SUNDAY, July 26th, 2009 from 10:00am to 5:00pm
14. CANCELLATION BY EXHIBITOR: EXHIBITOR acknowledges that a cancellation would constitute a breach of EXHIBITOR's obligation to SPONSOR and SPONSOR would be harmed. If a cancellation occurs, the parties agree that.
 - a. It would be difficult to determine SPONSOR's actual harm.
 - b. The sooner SPONSOR receives notice of the cancellation, the lower the actual harm is likely to be. The probability of mitigating the harm by reselling the space is higher.

EXHIBITOR therefore agrees that the refund policy for EXHIBITOR initiated cancellation shall be:

<u>Cancellation Date</u>	<u>Refund Amount</u>
Greater than 90 days before Setup Date	100% refund of rental fee paid less \$20
Between 90 days and 31 days	50% refund of rental fee
30 days or less before Setup Date	No refund

EXHIBITOR may give notice in person, by mail, by FAX, or any other means of electronic means including e-mail. Notice becomes effective immediately if in person, three days after mailed, overnight service requires a receipt and tracking number to be effective, or if sent via a FAX, a receipt from the FAX machine sending the notice must indicate a successful delivery.

15. CANCELLATION BY SPONSOR: SPONSOR may terminate this Agreement at any time or without cause. If SPONSOR terminates this Agreement with cause, no portion of the rental fee shall be refunded. If the SPONSOR terminates this Agreement without cause, SPONSOR shall refund only the unused portion of the EXHIBITOR's rental fee. SPONSOR may give written notice in person, by mail, by overnight service, by FAX, or other electronic means including e-mail. Notice becomes effective immediately if in person, three days after mailed, overnight service requires a receipt and tracking number to be effective, or if sent via FAX, a receipt from the FAX machine sending the notice must indicate a successful delivery. SPONSOR shall not be held liable for refunding payments under the terms of this contract if EVENT is canceled, delayed, relocated, in whole or in part, as a result of extremely severe weather, riot, strike, civil disorder, act of war, act of God, or any other cause beyond the SPONSOR's control.
16. REFUNDS: Any refund, if due, will be issued within thirty days after the EVENT. SPONSOR is not responsible for any expenses incurred by EXHIBITOR while preparing for or exhibiting at EVENT.
17. INSURANCE: EXHIBITOR is solely responsible for insuring booth, inventory, and any other property or interests at all times during and after the EVENT. If applicable, workers compensation will be required in accordance with applicable state or local statutory limitations.
18. SECURITY: SPONSOR will provide unarmed guard service during the hours the exhibit premises are closed. However, EXHIBITOR is solely and fully responsible for EXHIBITOR's exhibit material at all times. All property of EXHIBITOR is understood to remain in EXHIBITOR's care, custody and control in transit to or from or within the confines of the exhibit premises.
19. LABOR: EXHIBITOR agrees to abide by existing agreements and regulations binding SPONSOR and/or EVENT location covering the use of services or labor in the EVENT premises. In order to conform with contract rules and regulations, EXHIBITOR must use qualified personnel for the various services required for installations and dismantling of exhibits and materials handling within the EVENT.
20. ADULT MATERIAL: In accordance with Lafayette Parish Ordinances, Adult material is prohibited at the EVENT. Failure to comply with this provision may result in, but not limited

to, EXHIBITOR's expulsion from the EVENT with no refund of exhibit space rental fee, arrest and/or criminal prosecution. EXHIBITOR assumes full responsibility and liability for the loss for any and all revenues and/or profits and/or expenses incurred by SPONSOR, other EXHIBITORS, and/or any of the indemnified parties, should EXHIBITOR's conduct with regards to adult material result in the closure of the EVENT's Exhibit Hall or the EVENT itself.

21. ILLICIT MATERIALS: EXHIBITORS will not display or sell any material that infringes upon any portion of local, state, federal or international laws. Materials that violate copyright or trademark law and/or agreements (per the license holder) are specifically prohibited. Copyright or trademarks held by countries that do not honor international copyright or trademark laws shall be null and void and must be removed from the exhibit space. Upon notification of illicit materials present, Violators will receive one verbal warning from the MechaCon Chair in the presence of a staff eyewitness. A second notification will result in the immediate expulsion of the EXHIBITOR in question from the EVENT with no refund.
22. ENFORCEMENT: SPONSOR reserves the right to require EXHIBITOR to remove any item(s) from public display if they are not deemed appropriate by standards set by SPONSOR.
23. SUBLETTING: The subletting of EVENT exhibit space without the prior written permission of the SPONSOR is prohibited.
24. CONTRACT VIOLATIONS: If EXHIBITOR violates any terms of this Agreement, SPONSOR reserves the right to terminate this Agreement with cause.
25. USE OF EXHIBITOR'S NAME AND/OR IMAGE: EXHIBITOR gives SPONSOR the right to use EXHIBITOR's name, logo and/or image for promotional purposes. EXHIBITOR also grants SPONSOR the right to release EXHIBITOR general contact information to the public.
26. INDEMNIFICATION AND HOLD HARMLESS: EXHIBITOR assumes the entire responsibility and liability for any and all losses, claims, demands, defense costs, liability, expense, or damages of any kind arising out of or in connection with EXHIBITOR's actions and/or activities at the EVENT or on the Hotel premises and will indemnify, defend and hold harmless SPONSOR, the Hotel, and each of their respective owners, officials, management company(ies), parents, subsidiaries, agents, affiliates, operators, officers, volunteers, and employees (the "Indemnified Parties") from and against any and all such losses, claims, demands, defense costs, liability, expense or damages of any kind or nature arising out of or in connection with the EVENT (including use of the leased premises) or arising out of any

act or omission of the Indemnified Parties or any of Indemnified Parties' employees, agents, contractors, representatives, volunteers, patrons, guests, or invitees; excepting such claims, demands, defense costs, liability, expense, or damages arising out of the sole negligence of one or more of the Indemnified Parties.

27. **RELATIONSHIP:** This agreement does not create any relationship between the parties and none shall be construed from this Agreement. Nothing herein contained shall be construed to place the parties in a relationship of partners or joint-ventures and nothing herein shall be construed to provide either party with the power to obligate the other party in any manner whatsoever other than as set forth specifically in this Agreement.
28. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. The parties further agree that any or all such counterparts may be executed by facsimile signature, each such signature having the same binding effect as an original.
29. **PROHIBITION BY LAW:** In the event any provision of the Agreement is invalid or unenforceable or prohibited by law, the remaining provisions of the Agreement shall remain in full force and effect, and the remainder of the Agreement shall be valid and binding as though such invalid, unenforceable, or prohibited provisions were not included herein.
30. **ENFORCEMENT OF AGREEMENT TERMS:** No failure or delay on the part of either party hereto insisting upon or enforcing or resorting to any of its powers, rights, remedies, or options hereunder, and no partial or single exercise thereof; shall constitute a waiver of any such powers, rights remedies, or options unless such waiver be in writing and signed by the party to be charged.
31. **GOVERNING LAW:** This agreement shall be construed and enforced in accordance with the laws of the State of Louisiana and any applicable federal laws construed according to the federal judicial jurisdiction including Louisiana. Any action which SPONSOR or EXHIBITOR may bring against each other, based upon or in any way relating to this contract or its performance, shall be brought forth in federal or state court located within the State of Louisiana. Each party agrees that personal jurisdiction may be held over that party within the State of Louisiana.
32. **WARRANTY:** There is no other agreement or warranty between EXHIBITOR and SPONSOR except as set forth in this document.

PART III - ACCEPTANCE

Each of the parties hereto represents and warrants that it has full authority to enter into this Agreement and perform the duties assumed hereunder and that the individual signing this Agreement on behalf of each party has authority to bind that party. EXHIBITOR and SPONSOR have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below:

EXHIBITOR:

Name

Signature

Title

Date

SPONSOR:

Name

Signature

Title

Date

MECHACon V EXHIBITOR SPACE RESERVATION FORM

Each exhibit space will reflect the dimensions stated in the description of the desired booth as defined in the rate listing located in the EXHIBITOR PRICING GUIDE (available for download). In addition to the descriptions defined in the rate listing located in the EXHIBITOR PRICING GUIDE, each exhibit space will include two chairs and two Exhibitor Badges to the EVENT. Additional Exhibitor Badges can be bought separately. If you need to customize your exhibit space, you must make arrangements with SPONSOR and/or the HOTEL. Any customization above or beyond that provided by SPONSOR shall be incurred at the EXHIBITOR's expense. If you want to customize your exhibit space, please briefly describe the desired customization here:

EXHIBIT SPACE RENTAL FEE

EXHIBITOR can purchase the first two booths at rates documented in the EXHIBITOR PRICING GUIDE. Each additional booth will be available at a discount of \$50. EXHIBITOR cannot split the booths up. EXHIBITOR must pay in advance the full rental fee of exhibit spaces requested. Prices are set as stated until June 1st, 2009. Then, the price per booth will be defined in the Secondary Rate Listing found in the EXHIBITOR PRICING GUIDE.

Exhibitor Options	Booth #	Quantity	Subtotal
Exhibitor Booth #1			
Exhibitor Booth #2			
Additional Booths (Less \$50 per additional booths after the first two)			
Exhibitor Booth #3			
Exhibitor Booth #4			
Exhibitor Booth #5			
Exhibitor Booth #6			
Extra Exhibitor Passes (\$25 Each)			
Electrical Fee (\$20 per day)			
Internet (\$100 for the weekend)			
			TOTAL

PAYMENT OF EXHIBITOR SPACE RENTAL FEES

Mailed Exhibitor Contracts must be postmarked by July 20th, 2009 to be accepted. To purchase booths, please submit a signed contract, completed Exhibitor Space Reservation Form, a photocopy of your business license and Federal Tax ID number, and a check or money order made payable to SENNIN PRODUCTIONS LLC to:

MechaCon V
c/o Sennin Productions LLC
P.O. Box 60873
Lafayette, LA 70596

CONTACT US

Any questions or concerns can be directed to our Event Organizers and Exhibit Hall Manager via email at dealers@mechacon.net.

Sincerely yours,

Peter Bares, MechaCon Organizer