

AWMA REAL DEAL EXPO 2007

1. SPONSOR

The "AWMA REAL DEAL EXPO 2007" is sponsored by the American Wholesale Marketers Association, 2750 Prosperity Avenue, Suite 530, Fairfax, Virginia 22031-4312. For convenience the sponsor may be designated as the "Association", "Exhibit Management", or the "AWMA."

2. ELIGIBLE EXHIBITS

Firms and organizations eligible to apply for exhibit space are those supplying products, facilities or services to wholesale distributors.

IN ORDER TO PROTECT EACH EXHIBITING COMPANY, THE AWMA DISCOURAGES ALL NON-EXHIBITING MANUFACTURERS FROM ATTENDING THE EXPOSITION BY CHARGING A REGISTRATION FEE AND LIMITING ACCESS ON THE SHOW FLOOR TO TWO (2) HOURS. (12:00-2:00 pm, Friday)

3. ASSIGNMENT OF SPACE

Priority for booth assignments will be given to previous exhibitors based on the priority point system. The priority point systems will expire on Friday, March 17, 2006 at 3:00 p.m. After the expiration of the priority point system, exhibit space will be assigned on a first-come, first-served basis. Every effort is made to assign comparable space when choices are not available.

4. EXHIBIT SPACE RENTAL

The rental fee for exhibit space includes standard booth drapery, booth identification sign, Exhibitor Service Manual and listing in the Official Program Book and Show Floor Guide in *Distribution Channels* magazine. The floor of the Exhibit Hall at Las Vegas Hilton is carpeted.

5. PAYMENT TERMS

The fee for booth space will be \$2,800 per 10x10 for an AWMA member and \$3,200 per 10x10 for a non-member. Fifty percent (50%) of the total exhibit space rental fee must accompany this application. The balance of the exhibit space fee will be due on or before October 24, 2006. Applications received after October 24, 2006 must be accompanied by 100% of the fee. ALL MEMBERS MUST BE IN GOOD STANDING AT THE TIME OF THE EXPOSITION IN ORDER TO RECEIVE THE MEMBER RATE FOR BOOTH SPACE.

6. PAYMENT

Please make checks payable to American Wholesale Marketers Association (AWMA) and mail the signed copy of the booth space application to: AWMA Exposition Management, c/o J. Spargo & Associates, Inc., 11208 Waples Mill Road, Suite 112, Fairfax, Virginia 22030 or fax to (703) 654-6931 with credit card information. A confirmation for booth space will be mailed to all exhibitors. Checks or dollar bank drafts received which result in "nonsufficient funds" (NSF) status will result in immediate cancellation of booth space with no reinstatement.

7. CANCELLATION POLICY

In the event of cancellation by an exhibitor, AWMA shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the following schedule:

May 16, 2006 through October 24, 2006, 50% of total booth rental fee.

After October 24, 2006, 100% of total booth rental space fee.

Unless arrangements for delayed occupancy have been approved in writing by the AWMA, any space not occupied by 5:00 p.m., Wednesday, February 21, 2007, will be forfeited by the exhibitor. Such space may be resold, reassigned or used by the Management as it sees fit, without refund.

8. IN COMPLIANCE WITH AWMA

In respect to fellow exhibitors, no displays may be dismantled or packing started before the official show closing. It will be each exhibitor's responsibility to see that all merchandise is removed from the exhibit space as soon as possible after the EXPO closes at 3:00 p.m. on Friday. Exhibitors who violate dismantling early will be subject to (1) loss of current year priority points; (2) loss of one-half accrued points; (3) loss of remainder of priority points, and (4) one year suspension of exhibit privilege.

To avoid any damage to or loss of your equipment, please remain with your exhibit until crates are returned and your material is packed.

9. BOOTH DESIGN & USE OF EXHIBIT SPACE

All booths are clearly shown on the floor plan. Exhibit spaces are 10 feet wide by 10 feet deep. Dimensions and locations believed but not warranted, to be accurate. In all cases the width of the booths is given center to center of rails. Prefabricated displays should be two inches less than width of a booth. In the rear 4 feet of the booth, display material may reach the maximum height of 8 feet. In the remainder of the booth, display material may not exceed the 4-foot height of the side rails.

An island exhibit is a block of four or more booths with aisles on all four sides. An island display may go up to a height of 16 feet, ceiling height permitting. The exhibitor will be charged for booths and/or aisles eliminated to create this island design. Sufficient see-through areas must be provided so as not to block the view of the adjacent exhibits.

A peninsula exhibit is a combination of four or more units back-to-back with aisles on three sides. A peninsula may go up to a height of 16 feet, ceiling height permitting except within 10 feet of the neighboring booths. Displays in this area may extend to the 16-foot height, ceiling height permitting in the center 8 foot, but are limited to a 4-foot height of the remaining space closest to the aisles.

Exhibitors must submit in writing no later than 60 days prior to the show requesting a two-story space with a proposed plan for approval. Two-story displays are subject to approval by Exhibit Management and the Fire Marshal.

With the exception of island booths, maximum exhibit height is 8 feet. Where an unfinished portion of an exhibit is exposed, the offending surface must be made presentable at the expense of the exhibitor.

Each exhibitor is entitled to a reasonable sightline from the aisle regardless of the size of the exhibit. Therefore, a display may not extend above the side rail more than 4 feet from the back wall.

Exposed unfinished sides of the exhibit backgrounds must be draped to present an attractive appearance. If such draping is not ordered, the decorator, with the approval of Exhibit Management, will install draping and charge the exhibitor.

10. EXHIBIT LOGISTICS

An Exhibitor Service Manual link containing detailed information will be emailed to each exhibitor in ample time for advance planning. The Manual will contain information regarding shipment, labor, electrical service, rental items, etc. Exhibitors are urged to order all required services in advance.

11. LABOR

Exhibitors must comply with union work rules where applicable. Union labor will be made available. Any union requirements and the use of union personnel are the sole responsibility of the exhibitor. The exhibitor is responsible for its display being erected and dismantled but understands it may not be allowed to do the work itself.

12. USE OF AN OUTSIDE CONTRACTOR

Exhibitors who plan to have an exhibit service firm (other than the AWMA's Official Contractor) to unpack, erect, assemble, dismantle, and pack displays must notify Exhibit Management in writing on or before January 19, 2007 of the name of the service firm and address. The service firm must furnish to Exhibit Management an insurance certificate naming the AWMA, the Official Show Contractor, and the Las Vegas Hilton as additional insureds, in an amount of not less than \$1,000,000 liability which is to include coverage for damage to property.

13. GUARDS

AWMA will provide guards throughout the official period of installation, showing and dismantling. AWMA, the Las Vegas Hilton and the Official Show Contractor, and any officer, director, agent or employee thereof, will not be liable for any damages to the persons, property, or business of the exhibitor, its agents or employees for injury, theft, damage by fire, accident or any other cause. AWMA, the Las Vegas Hilton and the Official Show Contractor, will be indemnified and held harmless by the exhibitor from any claim by any of the exhibitor's agents or employees for injury, loss or damage. The exhibitor further agrees not to do or suffer anything to be done, in connection with the REAL DEAL EXPO, by which persons or property may be injured or damaged, or by which rights of whatever kind, including patent and trademark rights, may be violated and the exhibitor agrees to indemnify and hold harmless the AWMA, the Las Vegas Hilton, and the Official Show Contractor, and their officers, directors and employees from any claim for any such injury, damage or violation.

14. INSURANCE

Liability insurance, property insurance and worker's compensation, with a minimum limit of \$1 million, must be taken out by each exhibitor at his own expense, as required. Exhibitors are encouraged to take out a portal-to-portal rider on their own insurance policy protecting them against loss through theft, fire, damage, etc.

15. CHARACTER OF DISPLAY

Special passes are available at the Exhibit Sales Office for exhibitors wanting to distribute case samples of a product to special customers. Exhibitors who use costumed models should be sure that their manner of appearance and dress are not offensive as determined the Exhibit Management in its sole discretion. Children under age 18 will not be permitted to "work in booths" even if in costume. Strollers are banned from the Exhibit Hall at all times. Soliciting participation in surveys or otherwise harassing attendees is prohibited. EXHIBIT MUST BE STAFFED AT ALL TIMES DURING HOURS OF EXHIBIT.

16. SOUND DEVICES

Sound presentation will be permitted if kept to conversational level and if not objectionable to neighboring exhibitors. Exhibit Management reserves the right to restrict the use of booth illumination. Exhibitors will confine their activities to the space for which they have contracted. They are not permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booths. No sampling distribution includes convention delegates hotel rooms, corridors and public areas.

17. FIRE & SAFETY LAWS

All safety rules, regulations and statutes must be strictly observed. Wiring must comply with the fire department regulations. All decorations must meet flameproof tests prescribed by local ordinances. Crepe paper or corrugated paper, flameproofed or not, is not permitted in displays. Exhibits which in design, operation, or product are determined by Exhibit Management to be offensive, obscene or objectionable will be prohibited.

18. SMOKING

Smoking will be permitted on the EXPO floor.

19. CAMERAS

Cameras are not permitted in the hall. If you require a photograph of your booth or other photographic services, please contact the Show Photographer listed in the Exhibitor Service Manual.

20. BOOTH RELOCATION

Exhibit Management reserves the right to relocate exhibitors in comparable spaces other than those specified on the executed exhibitor contract if it is deemed advisable and necessary in the best interest of the show. In the event of relocation, exhibitors will be advised in writing and given the option of selecting another location if available, and to cancel and receive a full refund of all payments.

21. ADMISSION

The AWMA will have sole control over all admission policies. All attendees will register and wear a prescribed badge while in attendance. All issued badges remain the property of the AWMA. By accepting the badge, attendees agree to observe all guidelines governing the EXPO.

22. HOUSING

Please call the Las Vegas Hilton direct at 1-800-732-7117 to reserve rooms. Indicate that you will be attending the REAL DEAL EXPO. Please reserve your room early, as availability is limited. Reservation cut-off date is January 31, 2007.

23. CANCELLATION

In the event of cancellation of the show due to fire, strikes, governmental regulations, or any cause beyond the control of the AWMA, the AWMA will not be liable for failure to hold the EXPO as scheduled, and the AWMA will determine the amount, if any, of the exhibit fees to be refunded.

24. AMENDMENTS

The AWMA will have sole authority to interpret and enforce all guidelines contained herein to make any amendments thereto, and to make such further guidelines as will be necessary for the orderly conduct of the show.