

**As Exhibitor / Sponsor / Advertiser / Speaker in MIAGREEN 2010 EXPO & CONFERENCE to be held on
February 25 & 26, 2010 in Miami Beach, Florida, I agree to adhere to the following TERMS & CONDITIONS:**

Contract: The Participation Agreement signed by Exhibitor / Sponsor / Advertiser / Speaker (hereinafter Exhibitor) and MIAGREEN EXPO & CONFERENCE, (hereinafter Show Management) shall constitute a valid binding contract, once approved by Show Management. Show Management reserves the right to accept and reject any applicant.

Entire Agreement: The Participation Agreement and these TERMS & CONDITIONS represent the entire Agreement between the parties hereto and supersede all previous agreements, whether oral or written, with respect to its subject matter. No change or modification of the entire Agreement shall be valid unless it is in writing and signed by all parties.

Payment and Cancellation: Exhibitor shall pay in full all amounts due as described in the Participation Agreement upon signing and submitting it to Show Management; Payment shall be made by check, credit card or wire transfer. All checks are to be made payable to MIAGREEN EXPO. A \$25.00 Service fee shall be charged on all returned checks; Any and all cancellations shall be submitted by Exhibitor to Show Management in writing, along with a \$450 non-refundable administrative fee; downgrading your initial Agreement shall be considered a cancellation. Refund policy: All amounts paid by Exhibitor to Show Management (less \$450 administrative fee) for cancellations received 120 days before the event; 50% of all amounts paid by Exhibitor to Show Management (less \$450 administrative fee) when received 60 days before the event; under no circumstances shall Exhibitor payments be returned or refunded 60 days before the event; Show Management reserves the right to cancel and resell any assigned exhibit space, sponsorships, Ad space in the Expo Guide and/or speaker slot whenever show office has not received the total payment, 4 weeks prior to the Expo move in date.

Space Assignments and Programmed Events: Show Management shall exercise full authority over the assignment of all Exhibitor booths, sponsorships, advertising space in Expo Guide and programmed events at the Expo; Exhibitor shall not sell, sublet, share, exchange or assign his rental space, sponsorship, ad space in the Guide or speaker slot to any other party; Only one company may exhibit per booth unless otherwise approved by Show Management; Show Management shall reserve the right, should any rented space/service to an Exhibitor remain unoccupied or unused on the opening day or should be forfeited due to failure to make proper payment, to rent said space/service to any other exhibitor, or use said space/service in any other manner. Notwithstanding the generality of the foregoing, the previous sentence shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in his contract; Show Management reserves the right to alter locations of booths as shown on the official plan and programmed events in the best interest of the Expo.

Federal, State and Local Taxes, Licenses & Regulations: Exhibitor shall be solely responsible for obtaining any licenses, permits, approvals and any necessary tax identification numbers under federal, state or local laws applicable to its activities at the Expo; Exhibitor shall be solely responsible for paying all taxes, license fees, use fees, royalties or any other fee, charge, levy or penalty that become due to any governmental authority in connection with its activities at the Expo; Exhibitor shall assume responsibility for compliance with all pertinent ordinances; regulations and codes of duly authorized Local, State, Union and Federal governing bodies concerning fire, accident, or any other cause, including but not limited to all rules and regulations of the Event Facility.

Exhibitor Guidelines: Exhibitor shall keep the exhibit opened and staffed at all times during show hours; All exhibits shall be set-up and ready at least one hour prior to show opening. Exhibitors that do not comply with the foregoing may lose their exhibit spaces without a refund; Exhibitors must tear down and move out as established by the event program and will assume sole and entire responsibility for any losses that may occur to its exhibit and display if move out deadline is not met; Show Management shall reserve the right to exclude, reject or require modification of any exhibitors display, demonstration or advertisement deemed inappropriate or inconsistent with the purpose of the Expo and to remove any one displaying unbecoming or insulting conduct; Exhibitors shall not obstruct the general view nor hide the exhibits of others; Banners may be hung above island and peninsula displays only and Show Management shall approve hanging location. Exhibitor will be responsible for all costs incurred for sign rigging; Helium balloons are prohibited; Exhibitor shall obtain electricity, phone lines, internet, labor, furnishings, carpet, lighting, decoration, plumbing, equipment and any other supplies and services through the Contractor(s) designated by Show Management, if not otherwise stated in the Contract and/or permission has been secured in advance from Show Management. All charges for these services shall be the sole responsibility of the Exhibitor; Exhibitor display shall meet all the required fire regulations; There is no music allowed or any PA system operated from the exhibit space without the authorization of Show Management; Show Management must approve all food and beverage sampling. The selling of any beverage or food product is strictly prohibited; The distributing of any material is prohibited beyond the assigned exhibit space. This includes on or around the exhibitors booth; The parties to this agreement expressly agree and acknowledge in the event Exhibitor fails to comply with the aforementioned guidelines subject to the reasonable discretion of Show Management, such Exhibitor may lose the assigned exhibit booth without any refund; Show Management reserves the right to modify the Expo TERMS & CONDITIONS at any time.

Insurance Policies: Exhibitor shall carry and maintain insurance during the Expo, including move-in and move-out days, and at its sole cost and expense, personal injury and property damage coverage under a policy of general liability insurance, with limits of at least \$1,000,000 for bodily injury, death and for property damage or combined single limit bodily injury and property damage policy with limits of \$1,000,000. Exhibitor warrants that by signing the Participation Agreement, it will comply with these insurance regulations.

Liability, Loss, Theft, Property Damage or Destruction and Personal Injury: Exhibitor hereby waives any and all claims against Show Management its principals or staff and agents, and Exposition Site, its principals, staff and agents, resulting from loss, theft, damage or destruction of its property or from personal injuries to it, its agents, or employees; Exhibitor assumes full and complete responsibility for any damage or destruction of the property of others and all liabilities of any kind arising from its participation in the Expo, on, before and after the actual Expo and it hereby holds Show Management its principals or staff and agents, and Exposition Site its principals, staff and agents harmless in such event; Exhibitor agrees that no guarantees of attendance or sales, express or implied, have been made by Show Management, nor its employees and/or its agents. Exhibitor agrees to hereby and forever discharge, release and hold harmless Show Management, its agents and employees and the Exposition Site from any claims arising from participating in the event; Every possible care is taken in the production and printing of the Expo Guide, On-site Banners, Signs & Expo Programs. However, if a mistake or omission occurs, Show Management shall not be held liable and financially responsible.

Security: Show Management shall exercise reasonable care for the protection of all exhibits and displays throughout hours of set-up, show time and move-out. Notwithstanding, Show Management does not assume any responsibility for the exhibitors property, his staff or agents from theft, fire and accident, or any other cause.

Advertising: Show Management may take photographs or record videos of Exhibitors' booths, speaker presentations, guests and personnel before, during, or after the open hours of the Expo for any promotional and marketing purposes; Exhibitor also grants to Show Management a perpetual non-exclusive license to use, display and reproduce the name, logo, product names, images or interviews of such Exhibitor in any media for promotional purposes.

Force Majeure: Execution of this Agreement is contingent upon the non-occurrence of circumstances unavoidable or beyond the control of the Show Management; If Show Management is unable to perform its obligations under this Agreement for any reason beyond the reasonable control of Show Management including but not limited to acts of God, fire, explosion, vandalism, storm, flood, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, terrorisms, strikes, supplier failures, shortages, breach, or delay, such non-performance shall be excused and Show Management may terminate this Agreement without further liability of any kind. In case of such incidents and under no circumstance shall Exhibitor payments be returned or refunded; Show Management, its employees and/or its agents shall not be liable whatsoever for any delay and partial or total cancellation of the Expo; Exhibitor shall be responsible for any expenses incurred by as a result of any partial or total evacuation of Exposition Site by any reason or due to a strike or labor dispute beyond the control of Show Management, and shall remain liable for the full contract price in such events.

Final Provisions: Show Management shall have the right to change the location and the time of the Expo provided that it shall give the Exhibitor immediate notice of such change; If Exhibitor fails to make a payment required by this Agreement in a timely manner, or the Exhibitor substantially breaches any other obligation under this Agreement, Show Management may terminate this Agreement (and Exhibitor's participation in the Expo), without further notice and without obligations to refund any monies previously paid by Exhibitor; Exhibitor shall indemnify and hold Show Management harmless from all costs and expenses, including reasonable attorneys' fees (whether or not mediation, arbitration or suit is instituted and if mediation, arbitration or suit is commenced, attorneys' fees at the trial and appellate levels) and court costs, incurred by Exhibitor as a result of Exhibitor's tortious or criminal acts or other Exhibitors violation of the Agreement; This Agreement shall be governed by the laws of the State of Florida (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance, and causes of action may only be brought in Miami-Dade County.