

SWA TECH EXPO TERMS AND CONDITIONS

1. Location of Exhibits

The Expo will take place in the Lafayette Room of the Fort Bragg Officers Club, Fort Bragg, North Carolina

2. Dates and Hours of Expo

Setup: Tuesday, 23 March 0900 – 1700

Exhibit Hall will be open as follows:

Wednesday, 24 March 0900 – 1700

Thursday, 25 March 0900 – 1500

3. Booth Equipment

The price in this agreement includes a 10'W and 8'D booth consisting of one (1) table with white skirt, power, general exhibit hall security, and internet access.

4. Booth Package Details

Basic (\$1000): inclusion in the expo show guide.

Corporate (\$1500): inclusion in the expo show guide, SWA corporate membership, 2 tickets to the Annual Shadow Warrior Ball (26 Mar 2010), your company logo on one hole in the golf tournament, and sponsorship of 1 x 4 person team in the golf tournament.

5. Subleasing

Exhibitor may not sublet their exhibit space, not any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor's display. Exhibitor may not permit non-exhibiting company representatives to operate from their booth. Rulings of the SWA shall, in all instances, be final with regard to use of exhibit space.

6. Occupancy Default

Any exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set in for completion of the installation of displays, such space shall be taken by SWA, and re-allocated or reassigned for such purposes as the SWA sees fit.

7. Cancellation by Exhibitor

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

Through January 20, 2009, 50% of total booth rental fee

After January 20, 2009, 100% of total booth rental fee

The SWA must receive written notification of the cancellation. The date the cancellation is received by the SWA will determine the above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, the SWA reserves the right to reassign canceled booth space, regardless of cancellation assessment. Subsequent reassignment of canceled space does not relieve the cancelling exhibitor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

8. Limitation of Liability

Exhibitor agrees to make no claim for any reason whatsoever against the SWA, or its representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any action or omission by the SWA. The exhibitor is solely responsible for their own exhibition material and products; the SWA shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents, or representatives, or personal property.

9. Installing, Exhibiting, Dismantling

Hours and dates for installing, exhibiting, and dismantling shall be those specified by the SWA. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the exposition before the specified conclusion of the dismantling period set by the SWA.

10. Damage to Property

Exhibitor is liable for any damage caused by the exhibitor, exhibitor's agents, employees, or representatives to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building infrastructure or any item provided by the SWA.

11. Security Measures

The SWA will provide security to patrol the exhibit areas during the hours when the exhibits are closed. However, exhibitors are responsible for the security of their own exhibits. Exhibitors should secure all valuable items prior to leaving their booth each day.

12. Flammable Materials

No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited without the express prior approval of the SWA.

13. Obstruction of Aisles or Booths

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor's booth shall be prohibited.

14. Booth Personnel

All exhibits must have personnel present during show hours.

15. Height and Non-Blocking Regulations

All exhibit display construction design must conform to the regulations set forth in the "Display Rules and Regulations," a copy of which is supplied to each exhibitor by the SWA. "Display Rules and Regulations" provides details as to what is allowed for the exhibitor's booth so as to enable use of the space without detriment to neighboring exhibitors or the exposition.

16. Use of Space

Displays and demonstrations are limited to the confines of an exhibitor's own booth, as is the distribution of literature or other items.

17. Relocation and Floor Plan Revisions

The SWA retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

18. Amendment and Addition Rules

Any matters not specifically covered by the preceding rules shall be subject solely to the decisions of the SWA. The SWA may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations.

19. Agreement to Rules

Exhibitor, for himself or itself, his or its personnel, employees, agents, or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitors Manual, and by any amendments and additional rules that may be put into effect by the SWA.