

EXHIBIT SPACE APPLICATION / CONTRACT

PAL 2010 ~ MAY 16-17, 2010

DIRECT ENERGY CENTRE, Exhibition Place
100 Princes' Blvd, Toronto, Canada



1. COMPANY INFORMATION Please Print

We, the undersigned ("Exhibitor"), offer to take, for our use, exhibit space for the PAL 2010 show subject to the terms and conditions on this page and the reverse (page 2) of this contract. Faxed or e-mail applications will be treated as originals and are subject to the terms and conditions of this contract.

Primary Contact:

Company: _____
 Contact: _____
 Address: _____
 City: _____ Prov/State: _____ Postal/Zip Code: _____
 Phone: _____ Fax: _____
 Email: _____
 Website: _____

Administrative/Secondary Contact:

Contact: _____
 Address: _____
 City: _____ Prov/State: _____ Postal/Zip Code: _____
 Phone: _____ Fax: _____
 Email: _____

Show Guide Listing: (Name and address to be listed in the Show Guide. [if different than above] *Must be registered to exhibit by 04/23/10 for inclusion in the PAL 2010 Show Guide.*) A separate Show Guide Listing form will be available for more detailed listing information.

Company: _____
 Contact: _____
 Address: _____
 City: _____ Prov/State: _____ Postal/Zip Code: _____
 Phone: _____ Fax: _____
 Email: _____
 Website: _____

2. BOOTH LOCATION REQUEST

Refer to the PAL 2010 floor plan and list four (4) space choices in order of preference. If your requests (1-4) are unavailable the Show Coordinator will choose a location as close as possible to those you requested. MIAC will not process illegible, incomplete or unsigned Exhibit Space Application & Contracts. Booth space is sold in 100 square foot increments (e.g., 10' X 10').

Booth #	Space Size
1. _____	_____ ft. X _____ ft.
2. _____	_____ ft. X _____ ft.
3. _____	_____ ft. X _____ ft.
4. _____	_____ ft. X _____ ft.

Please list your competitors: _____

3. EXHIBIT PRODUCT / SERVICES LISTINGS

Please check all categories that apply to your company. This information is used to compile the Show Guide headings.

- | | |
|---|--|
| <input type="checkbox"/> Audio | <input type="checkbox"/> Lighting |
| <input type="checkbox"/> Audiovisual Presentation Systems | <input type="checkbox"/> Recording & Post Production |
| <input type="checkbox"/> Automation & Control | <input type="checkbox"/> Staging, Truss & Rigging |
| <input type="checkbox"/> Broadcast | <input type="checkbox"/> Video |
| <input type="checkbox"/> Communications | <input type="checkbox"/> Accessories |
| <input type="checkbox"/> Digital Signage | <input type="checkbox"/> Other (please list) _____ |

4. (a) SPACE RATE & PAYMENT TERMS

EXHIBIT SPACE RATE & MEMBERSHIP FEES

SPACE RATE (PER SQ.FT) \$19.95 CDN	MEMBERSHIP FEE (ANNUAL) \$350 CDN
---	--

NOTE: Exhibitors must be a current Manufacturer/Distributor member of Music Industries Association of Canada. Membership is valid for one year on a calendar basis and expires December 31st. **Annual membership fees must be paid in full.**

4. (b) PAYMENT SCHEDULE

Deposit is required with Space Application

see payment terms below

Cancellation of this contract or reduction of space must be in writing and by mutual consent of the applicant and Show Management. For complete cancellation and space reduction policy including default schedule for liquidated damages, please read the contract terms and conditions on the back of this contract.

TERMS		
Before	FEBRUARY 12, 2010	25% OF TOTAL EXHIBIT COST
Between	FEBRUARY 15, 2010 & MARCH 12, 2010	50% OF TOTAL EXHIBIT COST
After	MARCH 15, 2010	100% OF TOTAL EXHIBIT COST

5. (a) SPACE COST & PAYMENT CALCULATIONS

Please use the following formula to calculate Exhibit Space Cost:

1. Booth Space

_____ x _____ = _____ TOTAL SQ. FT. \$19.95 per sq. ft. = \$ _____
WIDTH LENGTH SPACE COST

2. Membership Fees (if not already paid, call MIAC to verify) \$ _____

3. Sub Total (=1. + 2.) = \$ _____

4. Goods & Services Tax 5% (=3. x .05) (GST #123670192) \$ _____

5. Total Amount Due (=3. + 4.) (CDN funds) = \$ _____

6. Deposit (25% due with signed contract before Feb. 12, 2010) - \$ _____

7. Balance Due - full payment after March 15, 2010 = \$ _____

5. (b) METHOD OF PAYMENT

- Cheque: Make cheques payable to Music Industries Association of Canada
 Credit Card: Check one: MasterCard Visa AMEX

□□□□-□□□□-□□□□-□□□□

Exp. Date: _____ TOTAL: \$ _____

Name on Card (Print): _____

Signature: _____

6. SIGNATURE REQUIRED

I have read, and agreed to, the terms and conditions on the reverse (page 2) of this agreement.

Name: _____ Date: ____/____/____
(please print) mm / dd / yyyy

Signature: _____

---For Show Management Use Only---

Cheque/CC Batch #: _____ Date: ____/____/____
mm / dd / yyyy

Space Assigned: _____ Amount \$: _____

MIAC Authorized Signature _____ Date _____

This Exhibit Space Application/Contract is accepted, as per the terms and conditions on reverse or attached hereto, which are made part of this contract.

MAIL OR FAX WITH PAYMENT TO: Janice Secchiano, Music Industries Association of Canada (MIAC)

505 Consumers Rd., Suite 807 • Toronto, ON M2J 4V8 • Tel: 416.490.1871 or 877.490.6422 • Fax: 416.490.0369 or 877.809.8600 • www.miac.net

CONTRACT TERMS AND CONDITIONS

THE PAL 2010 SHOW • MAY 16-17, 2010 • DIRECT ENERGY CENTRE • TORONTO, CANADA

1. CONTRACT FOR SPACE: The contract for space, the formal notification of space assignment and full payment of fees jointly and separately, constitute a contract between the exhibiting organization, hereinafter known as the Exhibitor, and Music Industries Association of Canada (MIAC), hereinafter known as Show Management, for the right to use space for THE PAL 2010 SHOW. The contract is based upon the plan of exhibit rates shown thereon and general information contained in the exhibitor prospectus, and the Exhibitor Manual, all of which are to be considered along with details on all pages of this form as part of the contract.

2. APPLICATIONS FOR SPACE - CONDITIONS: Reservations must be made in the Space Application form which must contain complete information. Show Management reserves the right to reject applications for space.

3. RULES AND REGULATIONS: The Exhibitor agrees to abide by and adhere to all rules and regulations in force along with rules and regulations of the trade show facility, and all show policies adopted by Show Management. Said policies and terms are hereby made a part of this agreement as if copied in full herein.

4. INTERPRETATION OF REGULATIONS: Show Management has the right to make such changes, amendments and additions to any rules and regulations that it has prescribed for the purpose of holding the exhibition, including the operational rules, as it shall deem necessary for the proper conduct of the trade show. Thereupon the Exhibitors' rules and regulations and the operational rules shall rest with Show Management and its decision shall be final. Show Management may require exhibitors to make such alterations to their displays as it deems necessary to the proper conduct of the exhibition and on failure to comply, may order the immediate removal of the entire exhibit without compensation and at the Exhibitor's expense.

5. INSTALLATION AND DISMANTLING OF EXHIBITS: Delivery of freight, installation of exhibits and completion of erection of exhibits will take place on the dates hereinafter shown. The exhibits must be ready for inspection no later than 8:00 am of the first show day. Should an exhibit not be set by 8:00 am of the first show day, Show Management reserves the right to have the Official Services Contractor install the exhibit or remove unopened freight at the expense of the exhibitor. Dismantling may not begin until the close of the show on the final show day.

Goods and materials used in any display shall not be removed from the exhibit hall until the show has officially been closed. Any exception to this rule must have the written approval of Show Management.

Dismantling must be completed and all exhibit materials must be removed by the final move out date and hour shown. (NOTE: Exhibitors are advised to remove small portable items immediately upon conclusion of the show).

The exhibitor shall be allowed access to his/her exhibit space with its set-up, following the assigned schedule. All exhibits must be in place and ready for display no later than Saturday, May 15 at 8:00 p.m. All exhibits must be removed by 12:00 p.m. on Tuesday, May 18, 2010. No alterations to the exhibit set-up will be allowed during show hours. Exhibitors may not begin dismantling their exhibits until 6:01 p.m. on Monday, May 17, 2010. **There will be no exceptions.**

6. HEALTH AND SAFETY: All exhibiting companies, their employees and/or hired workers must comply with the Ontario Occupation Health & Safety Requirements as they pertain to Trade Shows. This includes, but is not limited to proper dress and equipment to work safely. **Working in sandals/flip-flops/open-toed shoes/bare feet, etc. is strictly forbidden on the show floor.** Exhibitors are responsible for the health and safety of all employees and other persons on the show floor who are directly or indirectly under their supervision. Exhibitors are also responsible for informing all said employees/persons that they must wear safety shoes, as well as any other necessary protective equipment, to keep them safe from injury. For complete details please refer to the Exhibitor Manual.

7. MINORS AND CHILDREN: Persons under 18 years of age will not be permitted in the exhibit area.

8. STORAGE - BOXES AND PACKING CRATES: Exhibitors will not be permitted to store boxes or packing crates in or behind exhibit booths. Prior to 8:00 am of the first show day, all boxes and crates will be placed in storage provided they are properly labeled for storage. Those not so labeled will be removed and destroyed as refuse. (NOTE: Storage labels will be provided at the Official Exhibit Services Contractor's Desk.)

9. EXHIBIT SPACE COST AND PAYMENT: Space Rental is \$19.95 per sq. ft. **FIRST PAYMENT** Application/Contracts must be accompanied with a deposit equal to 25% of the total exhibit space cost. No Exhibit Space Application/Contract will be accepted without a 25% deposit. **FINAL PAYMENT** Any balance outstanding must be received on or before March 31, 2010. (If balance is not received by this date, Exhibitor will be considered in material breach of this contract and no refund will be made). **ANY CONTRACT SUBMITTED WITHIN 30 DAYS OF THE EVENT MUST BE SUBMITTED WITH FULL PAYMENT BY CREDIT CARD, no cheques will be accepted.**

10. CANCELLATION OR REDUCTION OF SPACE: Cancellation of this contract or reduction of space must be in writing and by mutual consent of the applicant and Show Management, except that Show Management may unilaterally cancel this contract for non-payment of any balance due. Any cancellation or reduction in exhibit space prior to FEBRUARY 12, 2010 shall incur a fee of 25% of the difference between the cost of the original contracted space and the reduced exhibit space. The fee increases to 50% for changes between February 15 and March 12, 2010. The fee is 100% (no refund) of difference after March 15, 2010. The aforementioned is outlined in the following schedule:

BOOTH SPACE CANCELLATION, WITHDRAWAL, DOWNSIZING & DEFAULT SCHEDULE FOR LIQUIDATED DAMAGES		
		SEE AS % OF TOTAL EXHIBIT SPACE COST
PRIOR TO	FEBRUARY 12, 2010	25%
BETWEEN	FEBRUARY 15, 2010 & MARCH 12, 2010	50%
AFTER	MARCH 12, 2010	100%

Exhibitors who reduce the size of their display may lose their space assignment and be moved at the discretion of Show Management.

All payments made or due to MIAC shall be fully earned and non-refundable in consideration for expenses incurred by MIAC and its lost or deferred opportunity to provide exhibit space to others. All cancellation/reduction fees that may become due herein are acknowledged by Exhibitor as liquidated damages and are not applicable toward any future shows or events.

11. INSURANCE: The Exhibitor and its authorized contractors agree to carry personal and property damage liability and worker's compensation insurance and to indemnify and hold harmless Show Management, the trade show facility and their contractors, officers and agents and employees against all claims, losses, suits, damages, judgments, expenses, costs, and charges of every kind, including attorney fees resulting from its occupancy of the exhibit space contracted for by reason of personal injuries, death, property damages sustained by any person or others.

12. INDEMNITY:

(a) The Exhibitor agrees to indemnify, defend, and hold harmless Show Management, its officers, employees, and agents from and against any and all third party claims and other liabilities (including reasonable attorney's fees) that are caused by, arise from, or grow out of the negligent acts or omissions of the Exhibitor, its agents, officers, employees, representatives, servants, invitees, patrons, or guests.

(b) The Exhibitor is charged with knowledge of all local laws, ordinances and regulations pertaining to business licenses, health, fire prevention and public safety affecting his participation in the show. Compliance with such laws is mandatory for all exhibitors and is the sole responsibility of the exhibitor. If unusual equipment is to be installed, the exhibitor must communicate with Show Management for information concerning the facility or applicable regulations.

(c) Show Management will not be liable for the fulfillment of this contract as to the delivery of space if non delivery is due to any of the following causes: By reason of the building being destroyed or substantially damaged by fire; act of God; public enemy; strikes; authority of law; or any other cause beyond the control of Show Management. In the event of not being able to hold the show for any of these reasons, Show Management will refund to each exhibitor the amount the paid for their space less a prorated share of all expenses incurred for the show up to the date of required cancellation.

13. RESPONSIBILITY OF PROPERTY: In no case will Show Management be responsible for theft, loss or damage to exhibitor's product or booth. Exhibitor agrees that it is wholly responsible for protecting its property on and off Show premises. Exhibitors are encouraged to have guards or security cages and should insure their property (from the time it leaves their warehouses until it returns) at their own expense.

14. SUBLETTING OF SPACE: No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted, or have representatives, equipment or materials from other than their own firm in the said space without the consent of Show Management. Should an exhibitor decide to cancel, exhibit space reverts back to Show Management.

15. SPACE ASSIGNMENT & FLOOR PLAN: Space assignment will be indicated on the accepted contract. However, should conditions warrant, Show Management has the unqualified right to re-assign space for the best interest of the show. Exhibitors must rent space to contain their exhibit completely within the confines of booth lines. Equipment may not extend into the aisles, over the aisles, across the exhibitor's purchased booth line. The floor plan for the show will be maintained as originally presented wherever possible. However, Show Management reserves the right to modify the floor plan to meet the needs of the exposition, the exhibitors, and the industry.

16. STANDARD BOOTH EQUIPMENT: Indoor, inline booths include 8 feet high back drapes, 3 feet high side drapes and a standard 10 sign. All other booths are rented "as is". Carpeting, or flooring of some kind, is required at the exhibitors expense.

17. CONTRACTORS SERVICES: All services, such as furniture, carpeting, and labour must be arranged through the Official Exhibit Services Contractor. An Exhibitor Manual will be available with proper forms for ordering such services. Forms should be carefully prepared and returned by the deadlines noted to avoid late charges. Independent Contractors: Notification to use an independent contractor to install/dismantle exhibits must be received forty-five (45) days prior to the first day of the show. If an exhibitor elects to use any contractor other than the official contractors designated by Show Management, Show Management is not in a position to intercede in disputes on behalf of the exhibitor. See rules in Exhibitor Manual for other requirements. Notification to use independent contractor(s) must go to both Show Management and the Official Exhibit Services Contractor.

18. LABOUR AGREEMENTS: The Exhibitor agrees to observe all union contracts and labour relation agreements in force between Show Management official contractor serving the Exhibitor and the building in which the show is held and the labour laws of the jurisdiction in which the building is located. Tipping is strictly forbidden for any personnel providing services to exhibitors.

19. RESPONSIBILITIES: The Exhibitor agrees not to conduct private functions, including hospitality suites, seminars and demonstrations that are in direct competition with any published show activity to be determined in the sole discretion of Show Management.

20. GADGETS, GIMMICKS, DEMONSTRATIONS, MUSIC & SOUND: Slide show tactics, scantily clad individuals or other undignified promotional methods will not be permitted. Exhibitors are asked to observe the "good neighbour" policy at all times. Exhibits should be conducted in a manner not to be objectionable or offensive to neighbouring booths. The use of photographers, musicians, entertainers, loud speakers, sound system equipment and noise making devices are restricted to within the exhibitor's booth. Show Management reserves the right to determine when such items become objectionable. Please refer to the Exhibitor Manual for complete details. Exhibitors may be asked to discontinue any demonstrations indoors during show hours if surrounding exhibitors lodge complaints of excessive noise or other disruptions.

21. BEVERAGES AND FOODS: Food and/or beverages to be distributed by an exhibitor, including those used for promotional purposes, must be ordered from the facility. For complete details and information on serving of alcoholic beverages may be found in the Exhibitor Manual.

22. SOCIAL FUNCTIONS/SPECIAL EVENTS: Any social function or special event during THE PAL 2010 SHOW, is reserved for exhibiting companies and must be approved by Show Management.

23. DISPLAY: (a) Display must conform to published rules and regulations as outlined in the Exhibitor Manual.

(b) All demonstrations must be within the confines of the exhibit space.

Aisles must not be obstructed at any time by exhibitor personnel or attendees. Show Management reserves the right to unilaterally determine if a demonstration interferes with adjacent exhibit spaces and may, if necessary, order its discontinuation.

24. LIABILITY: Neither Show Management, the official service contractors, exhibit hall management, security service, nor any of the officers or employees of the above will be responsible for the safety of property of exhibitors from theft, strikes, damage by fire, water, storm or vandalism or other causes. Show Management will take reasonable precautions through the employment of security personnel to protect exhibits from such loss. All property of the exhibitor is understood to remain in the exhibitor's custody and control in transit to or from or within the confines of the exhibit hall and subject to the rules and regulations for the show. **Note:** Exhibitors are to carry insurance to cover exhibit materials against damage and loss and public liability insurance against injury to the person and property of others. By executing the Contract for Exhibit Space, Exhibitor warrants that there is in effect said insurance policy covering the Exhibitor, with coverage remaining current through Exhibitor's occupancy of THE PAL 2010 SHOW and the Direct Energy Centre.

25. DAMAGE: Exhibitors will be liable for any damage caused by fastening fixtures to the floors, walls, columns or ceilings of the show facility and for any damage to equipment furnished by Show Management or service suppliers designated by them.

26. NOISE LEVEL POLICY: A Noise level that is not prohibitive to conducting business will be enforced on the exhibit floor. Exhibitors demonstrating audio equipment of any type in an open display should use a sound chamber or acoustically contained area to restrict sound levels from intruding on adjacent exhibits. Demonstrations found to be objectionable due to noise level will be closed down on third warning. Exhibitors are responsible for supervising the actions of all visitors and employees operating display equipment located in their exhibit area.

27. OTHER EXHIBITS: The Exhibitor agrees that neither they, their agents, nor their distributors will distribute publications or conduct any other display or exhibit any equipment bearing their trademark within a three mile radius of the show covered by this contract or its officially designated hotel properties during the dates of said show. Violation of this provision by an exhibitor will constitute a breach of the contract and Show Management may, in its sole discretion, cancel this contract and Exhibitor will remove their display and any equipment contained in the exhibit hall and forfeit all payments to MIAC pursuant to this contract.

28. SHARED SPACE/DIRECTORY LISTING: Only the name of the Exhibitor which appears upon the face of this contract may be placed in the booth and in the Show's printed List of Exhibitors. It is further agreed that the Exhibitor shall not assign, share or sublet any part of its exhibit space without the consent of Show Management. If Show Management approves a request for shared space and/or additional directory listings, Show Management must receive an additional, signed application from each exhibiting company. As a service to Exhibitors, Show Management will identify each Exhibitor (who completes the necessary directory listing form) in the Official Show Guide; however, MIAC will incur no liability for any errors, omissions or format changes in the directory.

29. EXHIBITOR PERSONNEL BADGES: Supplying Exhibitor personnel badges to current or prospective customers by exhibitors is expressly forbidden. Show Management will supply VIP Tickets, which the Exhibitor may distribute to said customers for purpose of attendee registration. The Exhibitor personnel registration is to be used solely for employees or agents of the Exhibitor.

30. SHOW RULES: Should unforeseen events make it necessary, Show Management will have the right to amend these rules and regulations or make additions thereto, and all such amendments or additions shall be made known promptly to each exhibitor. Show rules are promulgated separately and are tailored to the individual exhibit hall.

31. FAILURE TO HOLD SHOW: Should any contingency prevent holding THE PAL 2010 SHOW, Show Management may retain part of the exhibitor's rental fees as shall be required to compensate it for expenses incurred up to the time such contingency shall have occurred. All remaining rental fees shall be refunded. However, exhibitors will not be reimbursed if THE PAL 2010 SHOW is canceled, postponed, curtailed or abandoned due to an act of God, war, terrorism, insurrection, strike or radioactive contamination.