

## EXHIBIT CONTRACT TERMS AND CONDITIONS – RIA 2010 ANNUAL CONVENTION

1. Following its submission by Exhibitor, the Contract for Exhibit Space shall become binding upon acceptance by the management (hereinafter referred to as "RIA") of the Annual Convention and Exhibition (hereinafter referred to as the "Show"). References to RIA herein shall be deemed to include any duly authorized representative, agent or employee of RIA.

2. No one other than the official contractor (hereinafter referred to as "Show Contractor"), as designated by the RIA, or such contractors as have been approved in writing by RIA or the Show Contractor, shall connect or disconnect utility service(s), install wiring, spotlights or do other electrical or carpentry work, and all such work shall be at the Exhibitor's expense.

3. No Exhibitor shall exhibit or permit to be exhibited in the space allotted to him any merchandise, product or service other than that which relates to the businesses of cleaning, restoration, or environmental remediation and also as specified by the Exhibitor in the contract. Space shall not be sublet without the written permission of RIA and the sharing of space by the Exhibitor or use of the space by persons or in a manner not authorized by RIA is prohibited.

4. RIA shall have the right to adopt such rules and regulations as to the conduct of parties prior to, during and after the Show as in its discretion it deems to be in the best interest of the Show, and the Exhibitor agrees to abide by and be bound by all rules and regulations adopted by RIA as well as all rules and regulations of general application that may be issued by the Show venue and all laws and regulations of municipal, county and state authorities as may apply to the Show.

5. The Exhibitor's property shall be placed on display and exhibited at its own risk and neither RIA, Show Contractor nor Show Venue shall be responsible for any loss suffered by Exhibitor for any reason; and neither RIA nor Show venue shall be responsible for the death or injury to any person or for damage, including consequential damages, or loss of property of the Exhibitor, its officers, agents, employees, or invitees resulting from any cause whatsoever and the Exhibitor hereby indemnifies and holds RIA and/or the Show venue harmless for any suit, action or claim arising out of any act of commission or omission by the Exhibitor; and the Exhibitor shall secure and furnish upon demand evidence of comprehensive general liability coverage adequate therefore.

6. If the Exhibitor fails to comply in any respect with the terms, conditions, rules or regulations of this contract, all rights of the Exhibitor hereunder shall cease and terminate. Any payment made by the Exhibitor on account hereof will be retained by RIA as liquidated damages for breach of this contract and RIA may thereupon rent the space. Once the contract has been signed by both parties, the entire rental for the space becomes payable under terms as stated herein or elsewhere in Show documents. All and any moneys paid are non-refundable.

7. Should any contingency interrupt or prevent the holding of the Show including but not limited to acts of God, labor disputes, individual or civil disturbances, acts of terror, failure to secure materials or labor, fire, lightning, tempest, flood, explosion, government order impacting the Show either directly or indirectly, or any other cause, then RIA shall in no way whatsoever be liable to the Exhibitor, other than to return such portion of any amounts paid as may be determined to be equitable by RIA, in its sole opinion, after deduction of such amounts as may be necessary in RIA's sole opinion, to cover all expenses incurred by RIA in connection with the Show and/or promotion and publicity.

8. Exhibitor agrees that RIA may make any changes deemed, in RIA's sole and unfettered discretion, necessary to the best interests of the Show, including reassignment of contracted exhibit space, changes of show hours, or such other changes as exigencies may demand and that in such cases the contract remains in full force and effect. If for any reason RIA determines that the location of the Show should be changed or the dates of the Show postponed or changed, no refund will be made but RIA shall assign to the Exhibitor, in lieu of the original space, such other space as RIA deems appropriate and the Exhibitor hereby agrees to use such space under the same rules and regulations. Exhibitor further agrees that RIA shall not be liable for unforeseen expenses incurred by Exhibitor due to terms of RIA's contract with Show Venue.

9. Exhibitor will exhibit in a proper manner, and will keep the Exhibit Space open and staffed at all times during the Show hours. RIA reserves the right to restrict exhibits to a maximum noise level and to suitable methods of operation and display. RIA shall have the final decision as to what constitutes a proper exhibit and such decision shall be final and binding. If for any reason an exhibit or its contents are deemed objectionable by RIA, the exhibit will be removed without refund of any amounts paid. This provision includes persons, things, conduct, printed matter or any item or attire that RIA might consider objectionable to the Show's intent. RIA further reserves the right to relocate exhibits or exhibitions when in its opinion such relocations are necessary to maintain the character and/or good order of the Show.

10. Exhibitor agrees that no display may be dismantled or goods removed during the entire period of the Show by same. The booth display must remain intact until the closing hour of the last day of the Show. Exhibitor agrees also to remove its exhibit, equipment and appurtenances from the Show Building by the final move-out time limit, or, in the event of failure to do so, Exhibitor agrees to pay for such additional costs as may be incurred by RIA consequential to Exhibitor's failure to vacate in timely fashion.

11. Exhibitor shall not insert nails, hooks or screws into the Building and the Exhibitor shall be liable for any damage caused by same to the Building floors, walls, or columns or to the property of other exhibitors. Exhibitor may not apply paint, lacquer, adhesive or other coatings to Building components nor shall he use any flammable decorations or covering for display fixtures. All fabrics or other decorative or covering material used by Exhibitor for any purpose shall be flameproof and shall meet all requirements of fire safety authorities.

12. Exhibitor shall abide by the terms and conditions of any agreements and/or contracts existing between RIA, the Show venue, the Show Contractor and such other parties as may be contractually bound or entitled to service the Show and any of the aforementioned entities.

13. The Exhibitor shall not

- a. Commit any nuisance.
- b. Cause any unusual or objectionable odor to emanate from its Space.
- c. Do anything which would interfere with the effectiveness of any utility, electrical, gas, heating, ventilating, air-conditioning, or conveyance systems in the Building or interfere with free access or passage to the public areas of the Building or areas adjoining thereto.
- d. Overload any floor, ceiling or wall.
- e. Do or permit to be done any act which might invalidate any insurance policy carried by RIA or the Show Venue.
- f. Sell, market, or solicit outside of Exhibitor's contracted space
- g. Take up a collection or solicit on the premises of the Show, including within the Exhibitor's contracted space, that without the written permission of RIA.

14. In the event the Exhibitor has failed to complete installation of its display prior to the time set out by RIA, then RIA has the sole and unfettered discretion to determine whether the Exhibitor may be deemed to be in breach of this contract and may be thereby prohibited from entering into the Building and setting up its display. RIA may at its sole discretion retain the monies paid as liquidated damages.

15. The Exhibitor will confine its activities to the Exhibit Space that is defined as the lateral dimensions of the contracted space up to but not exceeding a height of 8 feet above the floor (inline/corner linear booths), 12 feet above the floor (perimeter booths) and 20 feet above the floor including signage (island booths); and will not solicit beyond the boundaries thereof. No signs or advertising devices shall be displayed in areas of the Building other than those specifically assigned to Exhibitor or set aside for such purposes and all such signs shall be subject to the approval of RIA.

16. Exhibitor acknowledges receipt of Exhibitor Information, General Information, and Rental Agreement information and the inclusion of same by reference within the terms and conditions of the Exhibit Space Contract. No oral representations or statements have been made by of Management, nor shall any such be binding upon Management.