



EXHIBIT SPACE APPLICATION & CONTRACT

August 24-25, 2008

International Centre, 6900 Airport Road, Toronto, Ontario

We, the undersigned ("Exhibitor"), offer to take, for our use, exhibit space for MIAC 2008, subject to the terms and conditions on this page and the reverse (page 2) of this contract. Faxed or e-mailed applications will be treated as originals and are subject to the terms and conditions of this contract.

COMPANY INFORMATION

Company Name: _____
 Exhibiting As: (if different than above): _____
 Street Address: _____
 City: _____ Prov/State: _____ Postal/Zip Code: _____ Country: _____
 Telephone: () _____ Fax: () _____
 Key Contact Name: _____ Title: _____
 Email: * _____ Website: _____

* Please provide the email address of the key contact person who should receive all show/marketing information.

Products/Services to be exhibited: _____

SPACE REQUIREMENTS

MINIMUM BOOTH SIZE: 10' X 10' = 100 SQ. FT. (Floor Plan is subject to change)

SPACE SELECTION: Size requested: _____ feet (depth) by: _____ feet (width) = _____ Total Sq. Ft.

SPACE PREFERENCES: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____

SPACE CONFIGURATION:

STANDARD IN-LINE (1 Open Side) PERIMETER (Corner)

PENINSULA (3 Open Sides) ISLAND (4 Open Sides)

To assist in the assignment of space, 1. _____
 please list your company's competitors: 2. _____

SPACE COST & MEMBERSHIP FEES

SPACE COST	MEMBERSHIP
\$18.00	\$350.00
PER SQ.FT- CDN	Annual Fee- CDN

NOTE: All exhibitors must be current members of MIAC. Memberships run on a calendar year and expire December 31st.
 Annual membership fees must be paid in full.

PAYMENT TERMS AND OPTIONS

Before May 20, 2008 - 50% Deposit Required
Balance or Full Payment by June 2, 2008
NO SPACE WILL BE RESERVED WITHOUT DEPOSIT/PAYMENT

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 information including default schedule for liquidated damages, please review the reverse side of this contract, article #5.

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

NAME: _____

DATE: _____

SIGNATURE: **X** _____

TOTAL SQ.FT. _____ X \$18. = _____ \$ _____
 MEMBERSHIP FEES: _____ \$ _____
 SUB TOTAL: _____ \$ _____
 GST 5%: (GST# 123670192) _____ \$ _____
GRAND TOTAL (CDN Funds) _____ \$ _____

PAYMENT METHOD:

(CDN Funds or US Equivalent)

Cheque Enclosed (Payable to MIAC)

CREDIT CARD VISA MASTERCARD AMEX

Credit Card # _____

Expiry Date: _____

Card Holders Name: _____

SIGNATURE: **X** _____

FULL PAYMENT REQUIRED ON ALL CONTRACTS SUBMITTED AFTER MAY 30, 2008

SEND THIS APPLICATION / CONTRACT WITH PAYMENT TO:

BARBARA COLE,
SHOW MANAGER
MIAC

505 CONSUMERS ROAD, SUITE 807, TORONTO, ONTARIO, CANADA M2J 4V8

Telephone: 416-490-1871 or

1-877-490-6422

Fax: 416-490-0369 or

1-877-809-8600

www.miac.net

DO NOT WRITE IN THIS SPACE - FOR SHOW MANAGEMENT ONLY

Date Received: _____ Booth Assigned: _____ Deposit Received: _____ Cheque #: _____

Accepted for Mgmt by: _____ Dimensions: _____ Balance Received: _____ Cheque #: _____

Date of Acceptance: _____ Total Sq.Ft.: _____ Fees Received: _____ Cheque #: _____

Booth Type: STANDARD PERIMTER PENINSULA ISLAND CC Approval Code: _____ Paid in Full

1. CONTRACT FOR SPACE: The contract for space, the formal notification of space assignment and full payment of fees jointly and severally, constitute a contract between the exhibiting organization, hereinafter known as the Exhibitor, and MIAC, hereinafter known as Show Management, for the right to use space for MIAC 2008. The contract is based upon the plan of exhibit rates shown thereon and general information contained in the Exhibitor prospectus, all of which are to be considered along with details on all pages of this form as part of the contract.

2. 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.

3. 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.

4. 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 a.m. of the first show day. Should an exhibit not be set by 8:00 a.m. 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 exhibit space with its set-up, following the assigned schedule. All exhibits must be in place and ready for display no later than Saturday, August 23rd at 8:00 p.m. All exhibits must be removed by 1:00 p.m. on Tuesday, August 26, 2008. No alternations 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, August 25, 2008. **There will be no exceptions.**

5. CANCELLATION OR REDUCTION OF SPACE: Cancellation of this contract or reduction of space must be in writing and by mutual consent of the Exhibitor and Show Management, except that Show Management may unilaterally cancel this contract for non-payment of any balance due. If cancellation or reduction of space is agreed to, Exhibitor will be entitled to a refund based on the following schedule:

Booth Space Cancellation, Withdrawal, Downsizing and Defaults Schedule for Liquidated Damages		
Differential	CANCEL/WITHDRAWAL/DOWNSIZE (% of Total Space Cost)	
PRIOR TO	April 30, 2008	75%
ON OR AFTER	May 1, 2008 up to may 16, 2008	50%

6. 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.

7. 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 paid for their space less a prorated share of all expenses incurred for the show up to the date of require cancellation.

8. 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.

9. SHARING/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. Should an exhibitor decide to cancel, exhibit space reverts back to Show Management.

10. SPACE ASSIGNMENT & FLOOR PLAN: Space assignment will be indicated on the accepted contract. However, should conditions warrant, Show Management has the unqualified right to reassign 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 said plan to the extent necessary for the interests of the exhibit, the Exhibitors, and the industry.

11. 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.

12. 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.

13. GADGETS, GIMMICKS, DEMONSTRATIONS, MUSIC & SOUND: Side 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. Exhibitors may be asked to discontinue any demonstrations indoors during show hours if surrounding exhibitors lodge complaints of excessive noise or other disruptions.

14. SOCIAL FUNCTIONS/SPECIAL EVENTS: Any social function or special event during MIAC 2008, is reserved for exhibiting companies and must be approved by Show Management.

15. 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.

16. 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 MIAC and the International Centre.

17. 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.

18. 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.

19. 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.

20. 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 management approves a request for shared space and/or additional directory listings, Show Management must receive an additional, signed application from each 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.

21. SHOW RULES: In the event that 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.