



2012 Space Reservation Agreement

San Diego

April 2-4
(Monday-Wednesday)

New York

May 8-10
(Tuesday-Thursday)

Chicago

July 17-19
(Tuesday-Thursday)

Please complete all six sections and return promptly. Thank You.

1. Company Information

Thank You for reserving exhibit space at *The ASI Shows* in 2012.

Company _____ asi/ _____

Street Address _____

City _____ State/Province _____ Zip/Postal Code _____

Phone _____ Fax _____ Email _____

Show Contact _____ Title _____

Brief Product Description (for assignment purposes only) _____

2. Booth Information

YES, I would like to reserve booth space for:



San Diego – \$2,329 _____ # of booths



New York – \$2,329 _____ # of booths



Chicago – \$2,329 _____ # of booths

New Exhibitor Pavilion

Incentive Pavilion – \$299

Add on a Virtual Trade Show for only \$1,700

June 13 Sept. 12 Oct. 16

Special Offers for 2012

New Exhibitor Pavilion: New to The ASI Show? Take advantage of the New Exhibitor Pavilion located in a prominent area on the show floor, highlighted by special banners, carpeting and focused marketing.

Incentive Pavilion: Do you have high-end awards, motivational items or gifts? Be featured in the Incentive Pavilion, highlighted by special banners and carpeting.

ASI Virtual Trade Show: Talk with distributors who don't attend live events when you reserve a booth at the ASI Virtual Trade Show. Remaining Virtual Trade Show dates are June 13, Sept. 12 and Oct. 16.

Non-ASI members pay \$3,299 per booth and are not eligible for special discounts or offers. (service providers only)

In order to exhibit at the ASI Supplier Member rate, you must be an ASI Supplier Member at the time of exhibit application as well as at the time the Show is held.

Member: You may be billed for upcharges after booth assignment due to premium locations @\$199 each; corners and islands @ \$399 per corner; aisle carpet, aisle span, extended height and hanging signs @ \$199 per 10x10 booth in advance, \$300 on site. You can request these special configurations during your booth selection, however, these charges may become automatic based on availability at time of reservation.

Non-member: You may be billed for upcharges after booth assignment due to premium locations @\$399 each; corners and islands @ \$550 per corner; aisle carpet, aisle span, extended height and hanging signs @ \$1,000 per 10x10 booth in advance, \$1,999 on site. You can request these special configurations during your booth selection, however, these charges may become automatic based on availability at time of reservation.

You are responsible for ensuring that the fees and any calculations are consistent with your selection. If you make an error, you agree that we can correct the error and charge you accordingly.

3. Priority Points

Earn maximum Priority Points by reserving early. Priority Points help ensure that you get the best possible booth space selection at future ASI Shows!

All exhibitors who pay in full with contract, before May 13, 2011, will receive an extra bonus Priority Point. **Plus, You will receive one additional Priority Point for every \$2,000 paid on advertising and sponsorships.**

Reservation Deadlines

Priority Point—Charter

Priority Points—Non-Charter

February 11, 2011

6 per Show & 4 per booth

3 per Show & 3 per booth

May 13, 2011

5 per Show & 3 per booth

3 per Show & 2 per booth

August 23, 2011

3 per Show & 2 per booth

2 per Show & 1 per booth

After August 23, 2011

1 per Show & 0 per booth

1 per Show & 0 per booth

Charter Status — Charter Exhibitors are ASI Supplier Members who participated in the first ASI Show in 1998. In order to maintain Charter Exhibitor status, Charter Exhibitors must exhibit at a minimum of one ASI Show per year. **Charter Exhibitors who reserve booth space before May 13, 2011 will receive a \$100 deduction per booth.**

Priority Points will only be earned by ASI Supplier Members who pay in full or pay the balance of their booth fees within 30 days of the booth assignment. Non-ASI Supplier Members permitted to exhibit at *The ASI Show* do not receive Priority Points or discounts.

Please include payment information on next page

Fax both pages of your completed Agreement to 866-709-6740

Please fax both sides of this Agreement to: 866-709-6740

4. Company Authorization — Please Sign Below

An official exhibitor service manual will be made available to exhibitors approximately 60 days before each Show. **The undersigned hereby makes application for exhibit space and agrees to abide by all accompanying exhibit Terms and Conditions on this Space Reservation Agreement as well as the full Rules and Regulations located at www.asishow.com/register/rules.html, the Exhibitor Service Manual and the cover page explaining the special offers available for reserving by specified deadlines. A \$500 deposit per booth per Show must accompany this application (full payment must be included within 120 days of the Show). Applications without payment will not be assigned exhibit space until the appropriate payment is received.**

Name _____ asi/ _____

Title _____ Applications returned unsigned will result in a delay in processing.

Signature _____ Date _____

I do not want my company to receive faxes from or on behalf of the following companies: *The ASI Show!*, Freeman, Showcare, Travel Planners and any person or entity providing goods or services related to operating a Show to the fax numbers listed in this document. I also do not consent for my company to receive faxes from or on behalf of ASI to the fax numbers listed in this document.

5. Payment Information

A minimum deposit of \$500.00 per booth per Show is required. Unless I provide written notice of cancellation or an alternate form of payment, **I authorize the credit card listed below to be charged for the balance due upon my booth assignment.** If deposit was by check, an invoice will be issued for the balance due. Please see the Terms and Conditions for details, including the cancellation policy. **Deposits and booth fees are non-refundable and non-transferable. If I have not signed section 4, this signature shall also be considered a signature for section 4.**

- I am paying in full, please charge my credit card. I am paying the \$500 deposit per booth, please charge my credit card. Balance will be charged upon assignment. (Full payment is required within 120 days of the Show.)

Please charge \$ _____ to my Visa MasterCard AmEx Discover

Cardholder's name (please print) _____

Cardholder's Signature _____ Exp _____

Card # _____ CW2Code _____

Cardholder's Billing Address _____

6. Preferred Booth Selections	SAN DIEGO April 2-4, 2012	NEW YORK May 8-10, 2012	CHICAGO July 17-19, 2012
Number of Booths:	_____	_____	_____
Total Square Footage:	_____	_____	_____
Booth Preferences	1. _____ 2. _____ 3. _____ 4. _____	1. _____ 2. _____ 3. _____ 4. _____	1. _____ 2. _____ 3. _____ 4. _____
Premium locations indicated on the floor plan (additional \$199 per booth; non-member: \$399)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Corner(s) (\$399 per corner; non-member: \$599)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Island (four corners, \$1,596; non-member: \$2396)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Extended height* (\$199 per booth in advance / \$300 on site; non-member: \$1,000 per booth in advance / \$1,999 on site)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hanging sign* (\$199 per booth in advance / \$300 on site; non-member: \$1,000 per booth in advance / \$1,999 on site)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aisle span* (\$199 per booth in advance / \$300 on site; non-member: \$1,000 per booth in advance / \$1,999 on site)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aisle carpet* (\$199 per booth in advance / \$300 on site; non-member: \$1,000 per booth in advance / \$1,999 on site)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please do not position my booth near the following companies: (List every competitor or company – do not list product lines – that you do not wish to appear next to or close to. You may be assigned next to or close to companies you do not list on this form.)

Products to be exhibited (to be used when assigning booths) _____

*All pricing is per a 10x10 booth. Explanation of Special Exhibit Options are available in the Exhibitor Manual online at www.asishow.com under ASI Show, Inc. Rules and Regulations, Booth Standards.

The ASI Show Space Reservation Agreement Terms and Conditions

This contract is a firm commitment to exhibit with non-refundable payments. This application for booth space becomes an official Agreement when signed by my Company. The use of "My", "You", "Your" or "We" means You or Your Company for which You are signing this Agreement. We, as an exhibitor, agree to the following statements:

Booths may not be re-sold, transferred or assigned. Only the company completing the front of this form may show the products it sells to distributors in the booth.

You may not conduct business outside of Your booth(s) or solicit business from other exhibitors. Distribution of samples and printed material or other promotional items is restricted to Your booth(s).

You are responsible for Your booth, the material that You ship to and from the Show and the material in Your booth. Consequently, You should have appropriate insurance.

The ASI Show ("Show") reserves the rights to reject, eject or prohibit any exhibit in whole or in part, with or without giving cause. Show liability for rejection without giving cause shall be limited to a refund to You of the amount of fees unearned at the time of ejection. However, if You or Your exhibit is ejected for violation of these rules or for any other stated reason (with cause), no return of fees will be made.

You are expressly forbidden from dismantling or packing any portion of Your exhibit booth prior to the official show closing. Violations may result in the loss of Show points, participation in future Shows and/or a \$500 fee.

Booth Fees: Additional upcharges for special booth positions and options are listed on the front of this form and described in the section below. These fees will be added to Your charges when Your booths are assigned.

Show requires a deposit of \$500 per booth for the Shows. Agreements without payment will not be processed, without exception. Methods of payment include Visa, MasterCard, American Express, Discover or check. Deposits are non-refundable and non-creditable.

Additional booth space will be at the then current price. Any reduction in Your booth space will result in a loss of any discounts and the forfeiture of priority points.

There are no refunds for cancellations for The ASI Shows. All cancellations must be made in writing to Show management.

If You do not pay Your invoice by the due date, You will not receive any applicable discounts or priority points. Accounts 30 days past due will pay current booth pricing. Accounts past due will be assessed 1.5% interest per month.

2012 Special Offers: ASI supplier members who reserve space for Orlando, Dallas, San Diego and New York by February 11, 2011 get one free booth at the 2012 ASI Show Chicago and free caravan between consecutive ASI Shows. ASI supplier members who reserve space for three 2012 ASI Shows can get a booth at a fourth 2012 ASI Show for half price. Half-price booth will be for the latest show in the year.

ASI supplier members who pay their full booth balance by August 23, 2011 will pay the discounted rate of \$199 for shipping and storage between consecutive ASI Shows (\$199 for the entire year / for unlimited booth size). After August 23, 2011, the cost for shipping and storage between ASI Shows will be \$399 until November 1, 2011.

To earn special offers, You must pay for a minimum of the same number of booths as You did for 2011. No deposit is required for the free 10'x10' booth at ASI Chicago. You are responsible for all upcharges and/or special booth configurations on free and half-priced booths. All payment deadlines apply in order to receive these special offers. Failure to pay within 15 days of the due dates for any of the booths results in forfeiting the free or half-priced booth discounts and other special offers.

Except for the 30-day risk free option that expires February 11, 2011, this is a non-cancellable contract and deposits paid will be forfeited if any booths are cancelled, or space reduced.

Cancellation of Booth Space: See the cancellation table for policies involving partial credit for cancellations. Deposits are not refundable, non-transferable or credited. All cancellations will lose any Priority Points given for the Show. Any exhibitor who has reserved a booth and does not attend Show without notifying Show management in writing a minimum of 30 days before the Show will be charged the full, non-discounted fee for the booth space as well as \$1,000 per 10' x 10' booth to cover costs incurred by Show including those associated with decorating the booth space, moving other exhibitors, and other costs. All amounts forfeited are considered to be liquidated and agreed upon damages for injuries that Show will suffer as a result of Your cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it will cause Show to sustain damages. In this situation, Show damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date Show receives the written notice. Regardless of when Your cancellation is received, You remain responsible for the full contract amount. However, You will receive a credit in accordance with the Cancellation Timetable set forth below.

Show reserves the right to treat Your downsizing of booth space as cancellation of the original space and purchase of new booth space. You may be required to move to a new location if You request a downsizing of space.

Any amount credited to You by Show can only be used towards Show booth balance or advertising at a Show within 12 months of the cancellation.

Booth Assignments: Booth Selection Forms and show floor plans will be made available to You based on Your accrued Priority Points. Be sure to return Your Agreement now, so You will be included in the appropriate mailing and receive the best booth selection opportunity. You agree that Show in its sole discretion has the final say concerning the layout of the show floor. You also agree that Show has the right to relocate exhibitors for any reason.

Exhibit space will be assigned from a Booth Selection Form based on:

- 1) Priority Points; 2) Date Space Reservation Form is received (see Booth Assignments); 3) Square footage; 4) Proximity to competitors

Cancellation Timetable (deposits are not part of amount credited):

Deadline Before Show	Percentage Credited after Deposit	Orlando	Dallas	San Diego	New York	Chicago
6 months	100%	7/5/11	8/1/11	10/3/11	11/8/11	1/17/12
120 days	50%	9/6/11	10/3/11	12/2/11	1/9/12	3/16/12
90 days	25%	10/5/11	11/1/11	1/2/12	2/8/12	4/17/12
Less than 90 days	0%	10/6/11	11/2/11	1/3/12	2/9/12	4/18/12

Show Program Directory and Promotion: Your listings will be taken from the Directory Listing Form which must be returned to Show. Show is not responsible for errors or omissions in the directory listings (no refunds or credits will be issued).

Fire and Safety Laws: Federal, State and City Laws must be strictly observed. Cloth decorations must be flame proof. Wiring must comply with fire department's and underwriter's rules. Smoking in exhibits is forbidden. Crowding will be restricted. Exhibits cannot block aisles and fire exits. Storage of any kind behind Your booth or behind Your back wall is strictly forbidden. A full listing of these fire and safety regulations will be found in the Exhibitor Service Manual.

Visual and Audio Recording Rights: All visual and audio recording rights in Show are reserved to Show or its affiliates. Any displayed item within Your booth may be recorded by Show or its affiliates for future use. No recording of booths, other than Your own, is permitted at any time. Your booth space, exhibit and personnel may be recorded by Show or its affiliates before, during or after the open hours of the Show for any Show or its affiliates use.

Outside Exhibits/Hospitality Suites: Without express written approval from Show, You may not display products/services and/or other advertising material in areas outside Your booth space in areas such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc. You may not conduct unauthorized facility tours.

You also agree not to operate hospitality suites, or hold any other functions open to attendees, during Show hours or when Show sponsored activities are being held. Only exhibitors may host a hospitality function in an official Show hotel. All requests for a hospitality suite or public function space must be made through Show.

Listings and Promotional Materials: By exhibiting at the Show, You grant to Show or its affiliates a fully paid, perpetual non-exclusive license to use, display and reproduce Your name, trade names and product names in any directory (print, electronic or other media) listing Your Company at the Show and to use such name in Show or its affiliates promotional materials. Show shall not be liable for any errors in any listing or descriptions, or for omitting You from the Show program or other lists or materials. Show management reserves the right to edit and/or delete Show program submissions. Companies not current with payment will not be included in the Show program.

Booth Package: You will receive the "Advantage Booth Package" at no charge.

This includes:

- a. Pipe, drape, aisle and booth carpet
- b. Cleaning (including booth carpet vacuuming before the Show opens)
- c. 2-line identification sign
- d. Exhibitor badges

Priority Points: All Priority Points accumulated per Show. To receive priority points, You must pay all invoices on time. Failure to pay on time will result in the forfeiture of priority points.

All exhibitors who pay in full with contract before May 13, 2011 will receive an extra bonus priority point.

If for any reason You do not maintain or lose Your ASI supplier member status You will forfeit all priority points that You have earned. Non ASI supplier members permitted to exhibit at Shows do not receive priority points or discounts.

Continued on next page

Charter Status: Charter exhibitors are ASI supplier members who participated in the first ASI Show in 1998. In order to maintain Charter Exhibitor status, charter exhibitors must exhibit at a minimum of one ASI Show per year.

Assumption of Risks; Releases: You expressly assume all risks associated with, resulting from or arising in connection with Your participation at the Show including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. You have sole responsibility for Your property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), you waive any subrogation claims that Your insurer may have. Neither Show or the exhibit facility accepts responsibility, nor is a bailment created for property delivered by or to You. Neither Show or the exhibit facility shall be liable for, and You hereby release all of them from and covenants not to sue any of them with respect to any and all risks, losses, damages and liabilities described in this paragraph.

Indemnification: You shall indemnify, defend (with legal counsel satisfactory to Show), and hold Show, its affiliates, and the exhibit facility harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from, or arise out of or in connection with: (a) Your participation or presence at the Show, (b) any breach by You of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which You are otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from Your actions; (f) harm or injury (including death) to You; and (g) loss of or damage to Your property, Your business, or Your profits, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

Qualifications of Exhibitor: Show, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Show. Eligibility is generally limited to ASI listed Supplier members, who are in good standing with Show and current in payment of charges invoiced by Show. Show reserves the right to restrict or remove any exhibit which Show, in its sole discretion, believes is objectionable or inappropriate. Suppliers that are not listed with ASI and that are a distributor or affiliated with a distributor may not exhibit at Show.

Except for first-time exhibitors or other exceptions noted in the Terms and Conditions, to exhibit at Show and receive ASI supplier member prices, the exhibitor must be an ASI supplier member in good standing at the time of application, as well as at the time the Show is held.

Cancellation by Show: If You fail to make a payment required by this contract in a timely manner, Show may terminate this contract (and Your participation in the Show) without further notice and without obligation to refund monies previously paid. Show reserves the right to refuse You permission to move in and set up an exhibit if You are in arrears of a payment due to Show.

Show is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing You from any liability hereunder. Show may also terminate this contract, effective upon written notice of termination, if You breach any of Your obligations under this contract, without any obligation on the part of Show to refund any payments previously made and without releasing You from any liability arising as a result of, or in connection with such breach.

Cancellation of the Show: If Show cancels the ASI Show due to circumstances beyond its reasonable control (for example: acts of God, acts of war, act of terrorism, earthquake, government emergency, or government actions, labor actions or unavailability of the Exhibit Facility), Show shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of Show to Exhibitor. Show reserves the right to cancel, re-name or relocate Show or change the dates of the ASI Show that are not more than 90 days earlier or 90 days later than the dates on which the ASI Show was originally scheduled to be held. If Show should take such action, no refund will be due to the Exhibitor, but Show shall assign to the Exhibitor, in lieu of the original space, such other space as Show deems appropriate and the Exhibitor agrees to use such space under the terms of this contract. If Show removes or restricts an exhibit which it considers objectionable or inappropriate, no refund will be due to the Exhibitor. If Show elects to cancel the ASI Show other than for such a reason previously described in this paragraph, Show shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Show to Exhibitor.

Copyrighted Materials: You shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Show, unless You have obtained all necessary rights and paid all required royalties, fees or other payments.

Observance of Laws: You shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the exhibit facility (including any union labor work rules). Without limiting the foregoing, you shall construct Your exhibits to comply with the Americans with Disabilities Act.

Taxes and Licenses: You shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Show. You shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Show.

Insurance: You shall, at Your own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below, as well as any additional Event-specific insurance to be outlined in the Exhibitor Service Manual.

Workers' Compensation Insurance: Workers' Compensation Insurance complying with all federal laws and laws of the state in which the Event is being held.

Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damages, including coverage for personal injury, contractual and operation of mobile equipment, products and liquor liability (if applicable).

Automobile Liability Insurance with limits not less than \$500,000 each occurrence, combined single-limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insured Show and each of its subsidiaries. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Show shall be furnished to Show thirty (30) days before the first day of the Show. The Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days advance written notice to Show.

Additional Terms and Conditions: Show has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by You shall be deemed fully earned and non-refundable at the time of payment. You shall conduct Yourself at all times in accordance with normal standards of decorum and good taste.

In addition to its right to close an exhibit and withdraw acceptance of the contract, Show in its sole judgement, may refuse to consider You for participation in future Shows if You violate or fail to abide by the contract and any of the accompanying rules and regulations.

Any amendment to this contract must be in writing and signed by an authorized representative of Show. You may not assign this contract or any right hereunder, nor may You sublet or license all or any portion of Your exhibit space. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions on any purchase order or other documents You submit to the Show. No presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by a particular party.

You agree if the Show takes legal action to enforce this Agreement, You shall be responsible for all reasonable costs, including attorney fees, for such enforcement.

Non-member exhibitors cannot attend The ASI Show Gala.

Incorporation of Rules and Regulations: Any and all matters pertaining to the Show and not specifically covered by the terms and conditions of this contract shall be subject to determination by Show in its sole discretion. Show may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to You. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. You shall observe and abide by additional regulations made by Show as soon as these additional rules or regulations are communicated to You. This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by Show from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

Disclaimer of Liability: THE ASI SHOW DISCLAIMS ANY AND ALL WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ASI SHOW MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED CONCERNING THE NUMBER OF PEOPLE OR EXHIBITORS WHO WILL ATTEND AN ASI SHOW OR ANY OTHER ACTIVITIES OR FUNCTIONS OR ANY OTHER MATTERS. IN NO EVENT SHALL THE ASI SHOW BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE OR PROFITS REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE ASI SHOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF THE ASI SHOW EXCEED THE BOOTH FEES PAID.

This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflicts of law. The parties agree to submit to the exclusive personal jurisdiction and venue of the state courts in Bucks County, Pennsylvania or the federal court in the Eastern District of Pennsylvania for disputes relating to, or concerning this Agreement.

