

INTERNATIONAL HALLOWEEN SHOW

Presented by HIA
Halloween Tower
1115 Broadway
New York, NY 10010



2011 EXHIBITOR CONTRACT



TO: Halloween Industry Association
15000 Commerce Parkway
Suite C
Mount Laurel, NJ 08054
T: 856.439.0500
F: 856.439.0525

The undersigned (upon acceptance, the "Exhibitor") desires to participate in the Halloween Industry Association's International Halloween Show (the "Show") to be managed and produced by HIA (the "Management") to be held at The Halloween Tower, also known as 1115 Broadway, New York, NY December 5 - 10, 2011, subject to the terms, conditions, rules and regulations governing the Show which are set forth on the reverse side hereof and which are expressly made a part of this Application and Agreement, as though repeated herein in full, preceding the signature of the undersigned.

The undersigned hereby agrees to occupy a booth(s) to be assigned by management.

The undersigned agrees to pay the Fees (the "Fees") at the price established on this Application and Agreement.

The undersigned understands and agrees that upon acceptance, Exhibitor has received the immediate benefit of having exhibition space reserved solely for its benefit and use, and that Management no longer has the ability to offer this space to any other Exhibitor. Therefore, the undersigned agrees that all deposits and fees paid to Management are non-refundable.

This Application and Agreement is not binding until and unless accepted and signed on behalf of HIA; and when so accepted and signed, it shall constitute a binding contract upon the undersigned and their respective heirs, personal representatives, successors, and assigns, subject to the terms, conditions, rules, and regulations appearing on the reverse side hereof and expressly made a part hereof. Upon acceptance, the undersigned person, firm or corporation shall become an Exhibitor, as used herein. The term "Management" designates HIA, or its duly authorized representative.

The parties agree that signed faxed documents shall be deemed to be of the same force and effect as an original of a manually signed copy.

Brief description of products to be displayed:

IN WITNESS WHEREOF, the Applicant has caused this application to be executed individually or by an officer, agent, or representative duly authorized to execute the same.

Please complete ALL FIELDS, including signature, below.

Company Name: _____
Print Your Name: _____
Title: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____
Fax: _____
Email: _____
Signature: _____

EXHIBIT SPACE SELECTION

Refer to the floor plan and indicate below, in order of preference, any and all exhibit space you would like to occupy. If requesting multiple booths, list on the same line. We will make every effort to satisfy your space requests; however, we cannot guarantee that you will be assigned to one of your choices. If your choices are not available, HIA Show Management will determine space assignment.

Please refer to Booth Assignment Policy on Page 2 and www.hiaonline.org.

1st Choice: _____
2nd Choice: _____
3rd Choice: _____

*I **do not** wish to be near or adjacent to these companies:

*I **would like** to be near or adjacent to these companies:

**Requests cannot be guaranteed.*

PAYMENT REQUIREMENTS

A \$1,000.00 deposit is required to reserve booth space. Contracts received without deposit will not be eligible for assignment.

Upon booth assignment, an invoice will be sent for the remaining balance. The exhibit space balance is due by **Friday, September 30, 2011**.

Companies applying for membership in order to receive member rate are encouraged to send a membership application to HIA immediately via fax to expedite the approval process. Membership dues should be included with booth payment and **ONLY** payments by check will be accepted. HIA **will not** process membership via credit card.

Booth cost includes: one 2' W x 6' L x 30" H table, skirted & vinyl-topped (white); two chairs; a wastebasket; electricity; and complimentary invitations.

Send two properly signed copies of this contract with accompanying check to:

Halloween Industry Association
15000 Commerce Parkway
Suite C
Mount Laurel, NJ 08054



Halloween Industry Association

International Halloween Show – Exhibitor Policies

1. EXHIBITOR QUALIFICATIONS

To be eligible to participate in the International Halloween Show, exhibit applicant must be a corporation, co-partnership or individual maintaining a place of business in the United States, Canada or Mexico and engage in the manufacture, importation or distribution of Halloween products bearing its own name and/or trademark for general sale to retail distribution channels.

2. BOOTH ASSIGNMENT POLICY

Exhibit spaces for the International Halloween Show will be assigned according to a priority point system. Exhibitors accumulate points in the following manner:

- 3 points for current HIA membership (in good standing) when contracting
- 2 points for exhibiting
- 1 extra point for taking more than two booths

Please note points will be cumulative beginning with the 2007 International Halloween Show.

To retain cumulative points an exhibitor must maintain membership throughout the year and have exhibited in the 2010 Show.

ASSIGNMENTS WILL BE DONE IN THE FOLLOWING ORDER:

1. Companies contracting utilizing historically accumulated priority points if contract and payment is received by Friday, September 30, 2011.
2. Space will be assigned on a first-come, first-served basis for applications received after Friday, September 30, 2011 and the point system will no longer apply.

3. EXHIBITORS

Exhibitors are limited to those applicants offering products or services of specific interest to the contemplated attendees. No Exhibitor shall exhibit or permit to be exhibited any products or services other than specified by Exhibitor on the application. Management has relied upon Exhibitor's description of said products and services and reserves the right to determine the eligibility of any Exhibitor for participation, based upon the products and services offered at the Show. In the event the products and services are other than described as aforesaid, or in the event any Exhibitor violates any Show, Facility or New York, New York law, rule or regulation, Exhibit Management, in its sole discretion, reserves the right to remove any Exhibitor from the Show, and may retain any Fees paid, as liquidated damages, and not as a penalty.

4. SUBLETTING OF SPACE

Exhibitor shall not assign, sublet, nor apportion the whole or any part of the space allotted (the "Space"), nor exhibit therein any goods or services other than those manufactured, distributed or offered by the Exhibitor in the regular course of its business, nor permit any representative of any firm to solicit business or take orders in the Exhibitor's space.

5. ADMISSION

Exhibits shall be open to all attendees. Admission will be limited to attendees with specific interest in the subject matter of the Show. Management reserves the right to refuse admission to persons under 18 years old, and shall require proof of age. Exhibitors are prohibited from taking photographs, video images or other electronic capture of other exhibitors' displays and booths without the written permission of the exhibitor.

6. EXHIBITS

All Exhibits shall be designed, constructed and operated in a manner free from defects in design and workmanship, free from any nuisance or safety hazard, and otherwise shall comply with all applicable laws rules and regulations. No Exhibitor's display shall be permitted to interfere or limit visibility to any other exhibitor's

display. Management may, in its sole discretion, approve exceptions to the foregoing. No Exhibit may extend beyond the Space, including but not limited to protrusions of displays beyond the Space. No Exhibitor shall use any flammable materials in their display and all exposed surfaces must be finished or draped using flame-proof material. All promotional activities shall be confined to the Exhibitor's booth area. Display of products, distribution of literature or promotional material in the aisles, permanent showrooms, meeting rooms, registration area, parking lots, or any area other than Exhibitor's Space is strictly prohibited except with written permission. Any devices which produce sound must be operated so as not to disturb other exhibitors, as determined in the sole discretion of Exhibit Management, and Exhibitor shall defend and indemnify Management as to any unpermitted use of any sound recording. Exhibitor shall be responsible for the timely reporting and payment of any public performance or other applicable royalties with respect to any sound recordings or other copyrighted material used in connection with its Exhibit. Exhibitors shall at all times keep their Space free of accumulated rubbish.

7. FEES

If an Exhibitor fails to make any payment when due and in the form specified by Exhibit Management, such Exhibitor's right to exhibit shall be terminated without further notice, without right to refund, and such Exhibitor shall remain responsible for any unpaid balance of the Fees. See number 19 for more information on booth payment schedule.

8. ADDITIONAL EXHIBITOR SERVICES

An exhibitor kit outlining fees and deadline order dates for rental displays, furniture, signs, drayage, labor and other services provided by official suppliers will be made available approximately 60 days prior to the show.

9. RULES AND REGULATIONS

Exhibitors shall abide by and observe all laws, rules and regulations of the City of New York, State of New York, United States of America and the Facility. Exhibitor shall observe and abide by additional regulations as published in the "Exhibitors' Kit," which will become available on HIA's official website prior to the show.

10. RELOCATION AND FLOOR PLANS

Management retains the exclusive right to revise the Show floor plan and/or move Exhibitor as necessary. Management reserves the right to move or remove Exhibitor or Exhibitor's display for the good and welfare of the Show. Management shall be entitled to close an exhibit at any time for failure by any Exhibitor or any of its officers, agents, employees, or other representatives to perform, meet or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to a refund of any part of any fee.

11. LABOR

Exhibitor shall employ union labor where required. All electrical work, decorating work, and carpentry work shall be performed by the official contractors approved by Exhibit Management.

12. CERTIFICATE OF LIABILITY INSURANCE

The International Halloween Show requires each exhibitor to carry liability insurance in an amount not less than \$1,000,000 bodily injury and property damage combined. Exhibit management requires exhibitors to file a Certificate of Liability insurance naming the International Halloween Show, HIA and Association Headquarters, Inc., as additional insured or as their interest may appear.

13. LIABILITY

Neither Management nor the Facility nor Management's General Contractor for the Show, or such other contractor as Management may designate (the "General Contractor"), nor any of their officers, agents, employees or other representatives, shall be held accountable or liable for, and the same are hereby released from

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accountability or liability for any claim, damage, loss, harm or injury to the person or any property of the Exhibitor, or any of its officers, agents, employees or other representatives, resulting from Exhibitor's use of the Facility or from theft, fire, water, accident or any other cause, including, but not limited to, claims arising out of any negligent or intentional act or omission of Exhibitor or any of its officers or agents (including any EAC, as defined below) that causes or results in (1) damage to, or destruction of, property of any party, and/or (2) death or injury to persons, and neither the Management nor the Facility, nor the General Contractor, shall be obligated to obtain insurance against any such claim, damage, loss, harm, or injury. It is understood and agreed that all property of Exhibitor shall remain in the Exhibitor's custody and control in transit to or from, or within, the Facility. It is understood between the Exhibitor and Management that Management provides an opportunity for Exhibitor to display his product or service to persons attending the Show. Exhibitor understands and agrees that Management cannot guarantee either attendance, sales by Exhibitors or climatic and other conditions outside or inside the Facility.

14. EAC APPROVAL

Exhibitor shall not utilize the services of an Exhibitor Appointed Contractor (EAC) unless it has obtained the written consent from Exhibit Management at least thirty (30) days prior to the Show, which consent may be granted or withheld at the sole discretion of Management. As a condition to such consent, Exhibitor and EAC may be required to execute Management's Exhibitor Appointed Contractor Agreement.

15. INDEMNITY

Exhibitor hereby agrees to indemnify, defend and protect Exhibit Management, the Facility, and General Contractor, and hold and save those parties against and from, any and all claims, demands, suits, liability, damages, loss, costs, attorney fees and expenses of whatever kind or nature which might result from or arise out of Exhibitor's use of the Facility or any action or failure to act of the Exhibitor or any of its officers, agents (including any EAC), employees, or other representatives, including but not limited to (1) any claims of damage or loss to property, or from or out of any damage, loss, harm or injury to the person of the Exhibitor or any of its officers, agents, employees or other representatives; (2) any claims or liability by or to third parties arising out of conduct or omissions which are in breach of Exhibitor's obligations under this agreement; or (3) any claims arising out of any negligent or intentional act or omission of Exhibitor or any of its officers or agents (including any EAC) that causes or results in damage to, or destruction of, property of any party, and/or death or injury to persons.

16. INTERPRETATION OF REGULATIONS

HIA shall have the sole authority to interpret and enforce all terms and conditions governing exhibitors and this exhibit program. All matters not specifically covered herein are subject to decision by the Association. These terms and conditions may be amended at any time by the Association upon written notice to all exhibitors. The exhibitor expressly agrees to be bound by the terms and conditions set forth herein including those published through HIA's official web site and by any amendments thereto adopted by the Association from time to time.

17. INSTALLATION/DISMANTLE

All exhibits must be set up by 8:00 pm on Sunday, December 4, 2011. Exhibitors not occupying booth space by this time will forfeit their booth space without refund. The space may be resold or used by HIA for any purpose. No dismantling of exhibits is permitted until closing time.

18. TERMINATION OF EXHIBITION

In the event that because of war, fire, strike, government regulation, public catastrophe, act of God or the public enemy or other cause, the Show or any part thereof is prevented from being held, or is canceled by the Management, the Management, in its discretion, may determine and refund to the applicant his proportionate share of the balance of the aggregate Fees received which remains after deducting expenses incurred by the Management and reasonable compensation to the Management, but in no case shall the amount of refund to the applicant exceed the amount of the Fee paid. In no other event shall Exhibitor be entitled to a refund of any part of the Fee should it be unable to exhibit at the Show. Exhibitor shall not be entitled to a refund of any part of the Fee in the event of a temporary interruption of the Show for any reason.

19. CANCELLATION POLICY

When an Exhibitor submits a booth reservation application, this form acts as a contract between the company and the Halloween Industry Association. A deposit of \$1,000.00 must be included with the completed application with the remaining balance due no later than Friday, September 30, 2011.

Booth reservation applications submitted after Friday, September 30, 2011 require full payment of booth fees.

If full payment is not received by Friday, September 30, 2011, and the contracted Exhibitor cancels after this date, that Exhibitor is required to pay for the booth in full.

Booth reservations cancelled after Friday, September 30, 2011 will not receive a refund. HIA will retain all payments made toward the booth including Membership fees.