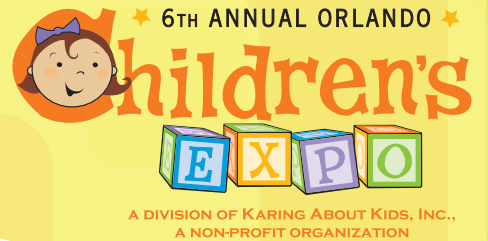


Exhibit Contract



West Oaks Mall
9401 W. Colonial Dr., #728
Ocoee, FL 34761

Exhibit Hours: Saturday, November 1st – 10am – 5pm

Exhibit Fee must accompany the completed Exhibit Contract. Exhibits will be confirmed via email after payment is received.

Exhibitor Information:

Company Name: _____
Contact Person: _____ Title: _____
Street Address: _____
City: _____ State: _____ Zip: _____ Phone: _____
Fax: _____ Cell Phone: _____
Email Address: _____ Web Address: _____

Company listing for Event Guide (if different from above): _____

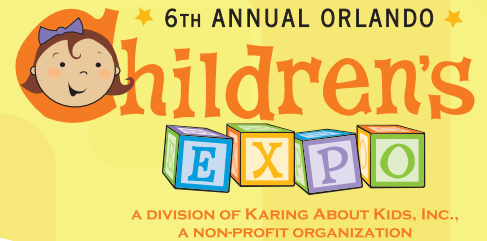
Please list the products and/or services you will exhibit: _____

Will you be providing a children's activity at your exhibit space? Please give a brief description of the activity for the Event Guide:

Will you be providing food or beverage samples at your booth? Yes No
If yes, please describe. Samples must be approved by Mall Management and samples cannot be sold.

Will you be selling products at your booth? Yes No
If yes, please describe. Additional fees and permits required by Mall Management required for onsite sales. Further information will be emailed to you.

Exhibit Contract



Please indicate the Exhibit Package you would like to purchase:

BASIC SINGLE EXHIBIT PACKAGE \$100

8' x 10' Space for 2 Days
(1) 6-ft. Table
(2) Chairs
Company Listing on the Event Guide

BASIC DOUBLE EXHIBIT PACKAGE \$150

8' x 20' Space for 2 Days
(2) 6-ft. Tables
(4) Chairs
Company Listing on the Event Guide

**All exhibits should be table top displays. Pop up banners and stand alone signage permitted. There is no pipe and drape backdrop behind the exhibit space. All exhibits will be placed down the center aisle of the mall (based on availability) giving access to the general public on both sides of the exhibit space. Table linens are not included. Wi-Fi is only available in the Food Court.

Exhibit Package Add-Ons:

- Flyer Included in Bag Distributed To Each Family (Qty: 1,800) \$50
- Exhibitor Marketplace Ad on ChildrensExpos.com \$50
- Extra 6-ft. Table \$12
Please indicate quantity _____

- Floor Length Black Table Linen \$20
- Electricity \$15
(Available on a First Come, First Serve Basis)
- Sunday, Nov. 2nd Exhibit Space Complimentary
12pm – 5pm

TOTAL PAYMENT DUE: \$ _____

Payment Methods:

CHECK Amount Enclosed: \$ _____

Mail to: Karing About Kids, Inc.
1631 Rock Springs Rd., #142, Apopka, FL 32712
Please make checks payable to Karing About Kids, Inc.
There will be a \$35 returned check fee for any exhibit payments that are returned due to insufficient funds.

CREDIT CARD

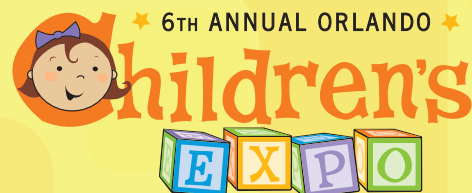
Fax Form To: 407-889-8909 OR Email Form To: Info@ChildrensExpos.com
An invoice with link for payment will be emailed to you with exhibit confirmation

QUESTIONS: 407-979-4090
OR Email Info@ChildrensExpos.com

www.ChildrensExpos.com



Exhibit Contract



A DIVISION OF KARING ABOUT KIDS, INC.,
A NON-PROFIT ORGANIZATION

Terms & Conditions:

1. EXHIBITOR

- The exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Expo (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Expo, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Expo.
- The Exhibitor agrees to abide by all rules and regulations governing the Expo established by Karing About Kids, Inc. (hereafter shown as Show Management), including rules and regulations set forth in the Exhibitor Manual.
- The Exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force (i) between Show Management and contractors providing services to the facility and (ii) governing companies operating in the facility in which the Expo is taking place.
- The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Expo and to pay all taxes, including all applicable sales taxes, of any nature or kind that might be levied against it as a result of the operation of its trade or business in its contracted space.
- The playing, performing, reproduction, broadcasting or other use at the Expo of any music, materials, devices, processes and dramatic rights (the "Work") that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of Show Management. The Exhibitor agrees to indemnify and hold harmless Show Management and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law.
- The Exhibitor agrees to occupy the contracted exhibit space during Expo hours and to sell, promote or advertise only the products and services described in this agreement. No third party information may be disseminated. With the exception of promotional materials which are mutually agreed upon to be displayed at the space of another participating business OR a prior specified agreement with Show Management, the Exhibitor may display, distribute and promote themselves and/or their businesses within the confines of their assigned areas only.

2. SHOW MANAGEMENT

- Show Management reserves the right to (i) determine the eligibility of Exhibitors and exhibits for the Expo (ii) reject or prohibit exhibits or Exhibitors which Show Management considers objectionable, inappropriate, disruptive or offensive to Show Management, other Exhibitors or Expo attendees (iii) change or modify the layout of the Expo and/or relocated exhibits or Exhibitors; (iv) cancel, in whole or in part, the Expo due to an event of force majeure; or (v) change the date, location and duration of the Show; without any liability to Show Management.
- Show Management shall have the right to establish and amend or modify any regulations governing use of the facility and the Expo.

3. ASSIGNMENT AND SUBLETTING

The Exhibitor shall not assign any rights or sublet exhibit space under this Agreement.

4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless Show Management and the facility, their respective officers, directors, agents, representatives, insurers, and employees, or those for whom the Exhibitor is responsible in law, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space; (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Expo, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, Show Management, Show Decorator, the facility, Show sponsors or a visitor to the Expo and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

5. LIABILITY AND INSURANCE

- The Exhibitor shall maintain at its own expense a comprehensive general liability policy. Show Management is not liable arising from or in any way connected with the Exhibitor's presence or operations at the Expo. **Upon the request of Show Management, the Exhibitor shall provide Show Management with a copy of such policy.**
- The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the course of the Expo. Exhibitor may not make any claim or demand or take any legal action, whatsoever, against Show Management, Show Decorator, the Expo sponsors or the facility in which the Expo is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.
- Neither Show Management nor the facility will assume liability for loss or damage, though any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

- Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this exhibitor agreement is entitled to recover prejudgment interest, reasonable attorney's fees and all other costs of litigation from the non-prevailing party.

6. BOOTH DISPLAY

The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Expo, but will remain intact until the end of the final closing hour of the Expo day. The Exhibitor also agrees to remove its display and equipment from the Expo site by the final move-out time and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by Show Management.

7. CANCELLATION AND TERMINATION

- The Exhibitor shall have the right to cancel this agreement by notice in writing to be delivered to Show Management no later than thirty (30) days preceding the opening date of the Expo. Exhibits that are cancelled more than 30 days from the start of the selected Expo date will receive a full refund of all monies paid to date less a \$50 cancellation fee. **All exhibit fees are 100% non-refundable less than 30 days from the selected Expo date.** In the event that the Exhibitor (i) notifies Show Management less than (30) days preceding the opening date of the Expo that it wishes to cancel this agreement; or (ii) fails to make payments in accordance with the payment schedule set out herein; or (iii) except as otherwise permitted herein, fails to appear at the Expo; Show Management reserves the right to (iv) cancel this agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate; (v) retain any payment made by Exhibitor as liquidated damages (and not as a penalty) for breach of this agreement; (vi) re-rent the said space; and (vii) bring action against the Exhibitor for payment of the full cost of the space originally contracted from Show Management.
- If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to Show Management shall be deemed earned by Show Management and all deposits received shall be non-refundable and nontransferable. In the event of any violation or breach of the terms and conditions of this agreement, Show Management shall have the right to immediately occupy the space of the violating, and/or breaching Exhibitor and utilize it in any manner as Show Management deems appropriate, including, but not limited to, re-contracting its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this agreement as a result of the use of or payment for the space by another exhibitor at the Expo.
- Each agreement by the Exhibitor contained herein is material and of the essence of this contract and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling Show Management to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor.

8. FORCE MAJEURE

In the event that (i) the facility in which the Expo is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) Show Management is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Expo is cancelled or curtailed, for any reasons beyond the control of Show Management, including but not limited to, casualty, explosion, fire, lightning, flood, hurricane, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, Show Management will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer. Refunds will not be given to exhibitors for inclement weather.

9. MISCELLANEOUS

- Waiver by Show Management of any breach of any term or provision of this agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.
- No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto.
- This agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the Show is held.
- There is a \$35 Returned Check Fee for any exhibit payments returned due to Insufficient Funds.

I have read, understand and agree to the above Terms & Conditions:

Exhibitor Signature: _____