2003 CEA ESCROW EXPO

CONTRACT FOR EXHIBIT SPACE

We, the undersigned, with the intent to be legally bound, hereby agree to rent exhibit space according to the official floorplan, to be used for display purposes at the California Escrow Association 2003 Escrow Expo to be held at the The San Jose Fairmon t. **SPACE WILL BE ASSIGNED ON A FIRST COME, FIRST SERVED BASIS. PAYMENT MUST ACCOMPANY CONTRACT IN ORDER TO SECURE SPACE. CREDIT CARDS WILL BE PROCESSED IMMEDIATELY.**

8' x 10' BOOTH FEES (per booth):

- ❑ CEA Member Before 8/15/03 $925/$725 for each add'l booth
- ❑ CEA Member After 8/15/03 $1000/$800 for each add'l booth
- ❑ CEA Non-Member $1200/$1000 for each add'l booth

Your exhibit registration fee includes a standard 8' wide by 10' deep space, a 6' draped table, two chairs, pipe and drape, carpeting and an identification sign. Additionally, your fee entitles you to two luncheon tickets for Friday and Saturday per booth.

We understand that this contract for Exhibit Space will not be binding and in effect until full payment is received by the California Escrow Association and a duplicate contract is returned to us which bears an acceptance signature by management. All funds for payment under this contract are understood to be net U.S. dollars received by Exhibit Management. All terms and conditions of the show are accepted by us and made part of this contract; and we agree to comply with them, taking the space for display purposes under the terms and conditions set forth on the reverse side of this contract. We also agree to provide a certificate of insurance to the Exhibit Management meeting the terms and conditions as set forth under the section Insurance and Liability on the reverse side of this contract.

The Exhibitor is a _____,

duly organized under the laws of the State of _____,

The Exhibitor is in the business of _____.

It is understood that space will be allocated by Exhibit Management according to the official floorplan and the date of receipt of this contract. Exhibit Management agrees to provide use of the space below designated in consideration of and for the purpose and time aforesaid, and reserves the right to relocate any Exhibitor's table top prior to the opening of the Expo when necessary in the judgement of Exhibit Management.

Exhibiting Firm _____

P.O. Box _____ Street Address _____

Area code/phone _____ Area code/fax _____

E-Mail _____ Web Site _____

City _____ State _____ Zip_____

Signed by _____ Date_____

(Type or Print) Name_____ Title_____

Send all Expo information to the following address (if different than above): _____

_____

Location Preference: 1. _____ 2. _____ 3. _____ 4. _____

_____ Please send me information on sponsorship opportunities.

TOTAL FEES ENCLOSED: _____NUMBER OF BOOTHS @$_____ $_____

_____NUMBER OF BOOTHS @$_____ $_____

TOTAL: **$**_____

METHOD OF PAYMENT _____ Check ____ VISA _____ MasterCard

Card # _____ Exp. Date _____

Name (as it appears on card) _____ Signature _____

DO NOT WRITE BELOW

Accepted/Date _____ By _____ Space(s) Assigned _____

A confirmation letter will be sent to you.

Return this contract with your credit card information or check payable to:

CALIFORNIA ESCROW ASSOCIATION • 530 Bercut Drive, Suite G • Sacramento, California 95814

(916) 325-0600 - Phone • (916) 325-9990 - Fax/ceaescrow.org/cea@camgmt.com

California Escrow Association 2003 Escrow Expo
TERMS AND CONDITIONS

BASIC TERMS AND CONDITIONS - This application for exhibit space for the California Escrow Association Escrow Expo, when properly completed by the applicant and accepted in writing by Exhibit Management, shall constitute a valid and binding contract.

LEGAL STATUS OF ASSOCIATION - The Association is a non-profit mutual benefit corporation duly organized, validly existing, and in good standing under the laws of the State of California, with corporate power to own property and carry on its business as it is now being conducted. The Association has its principal office and place of business at 530 Bercut Drive, Suite G, Sacramento, California 95814.

ASSOCIATION BUSINESS - The Association represents that it has the right to use the premises described for the purpose of conducting an exhibition concerning the Annual Education Conference of the California Escrow Association.

TERM AND PAYMENT - The Exhibitor shall be entitled to use of the space(s) assigned for a total of three (3) days, commencing 3:00 p.m. on Thursday, October 2, 2003 and expiring at 4:00 pm on Saturday, October 4, 2003. The Exhibitor agrees to staff the assigned space during the appropriate hours. The exhibitor shall pay to the Association for space rental the sum specified on the reverse side of this Agreement. In the event of a cancellation at the Exhibitor's request, the Exhibitor will notify the Association's Exhibit Manager IN WRITING. On cancellations received prior to Friday, August 22, 2003, a TWENTY-FIVE PERCENT (25%) space reservation fee shall be retained by the Association. On cancellations received on or between Friday, August 22, 2003 and Monday, September 15, 2003, it is agreed that a SEVENTY-FIVE PERCENT (75%) space reservation fee will be retained by the Association. On cancellations received on or after Tuesday, September 16, 2003, it is agreed that the ENTIRE (100%) space reservation fee will be retained by the Association.

USE OF EXHIBIT - The space referred to herein shall not be used for any type of exhibit or for any product or service other than those specifically mentioned herein without the express prior written approval of the Association.

CONDITIONS ON DESIGN OF EXHIBIT - The Exhibitor shall have the right, subject to the provisions hereof, to arrange and design the exhibit within the space allotted herein in such manner as the Exhibitor shall deem best suited for the display, demonstration or sale of the products or services specified herein.

The Association reserves the right to disapprove the display of any item that the Association, reasonably and in good faith, determines is not in keeping with the nature, character, and orderly conduct of the exhibition, or is detrimental to the appearance of any other exhibits or of the exhibition as a whole.

The Association also reserves the right to require the exhibit be arranged in such a manner as not to interfere with other exhibits, and in particular those exhibits which shall be in close proximity to that of the Exhibitor.

The Association also reserves the right to require alteration of the appearance of the exhibit in order to prevent the destruction, deterioration, or loss of effect of any other advertising or any other exhibit.

The Association also reserves the right to disapprove any design or arrangement of the exhibit that the Association, reasonably and in good faith, determines may endanger the lives or safety of persons attending the exhibition.

CONDUCT - The Exhibitor shall not utilize any scheme or device which is illegal, in bad taste, or detrimental to the escrow or real estate industries. The Association reserves the right to require cessation of any such activity.

The Exhibitor shall not cause any apparatus or device to be placed in the exhibit which shall produce any undue noise or in any way interfere with, or be objectionable to, any other Exhibitor, and the Association shall have the right to require the removal of any such apparatus or device.

MAINTENANCE - The Exhibitor shall be responsible for all maintenance of the exhibit. At all times, including the hours the exhibition is open to the public, the Exhibitor shall maintain the exhibit in a clean and orderly manner, and shall take such steps as may be necessary to prevent injury or damage to any person or exhibit on the premises.

REMOVAL - The Exhibitor shall, at its own expense, immediately after 3:45 pm on Saturday, October 4, 2003, remove the exhibit and all of the Exhibitor's property from the premises, and the space referred to herein shall be left broom clean and in the same condition as when first occupied by the Exhibitor by no later than 5:00 pm on Saturday, October 4. *No property or material shall be removed prior to the close of the exhibition without the express written consent of the Association.*

INSURANCE AND LIABILITY - The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to persons, displays, equipment and other property brought upon the Hotel premises, shall indemnify, defend, and hold harmless the Association, the San Jose Fairmont its owner, affiliated companies, agents, servants and employees from any such losses, damages and claims.

Exhibitor shall at his own expense obtain a liability insurance policy against any and all claims, demands, and liabilities for such losses. Said policy shall be placed with a reputable insurance carrier and shall be a minimum amount of $500,000. for each occurrence.

A CERTIFICATE OF INSURANCE IS TO BE SUPPLIED TO THE ASSOCIATION BY SEPTEMBER 15, 2003.

In addition, Exhibitor acknowledges that the Association and the Palm Springs Convention Center do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering such losses by the Exhibitor.

ADMISSION - The exhibition shall be open to the conferees and delegates according to the published schedule.

INTERRUPTION OF EXHIBITION - In the event the premises in which the exhibition is to be held are destroyed by fire, the elements, other calamity, or other causes beyond the control of the Association, so that the exhibition cannot be held, the Association shall not be liable to the Exhibitor except to the extent of returning any payment previously made by the Exhibitor to the Association pursuant to the Agreement.

In the event the exhibition commences and cannot continue because of any circumstance beyond the control of the Association, the Association shall not be liable therefore except to the extent of returning to the Exhibitor the difference between the total cost of the space referred to herein and the cost of the space for the period the exhibition was open to the public. The latter cost shall be calculated by dividing the total cost for the space provided for hereunder by the number of days the exhibition was scheduled to run, specified under TERM AND PAYMENT and multiplying the number of days the exhibition was actually open.

ASSIGNMENT - Neither party to this Agreement shall assign any right or delegate any duty hereunder, and they shall not permit any other person to use the space referred to herein, without the express prior written consent of the Association. If the Exhibitor shall attempt to permit any other person to use the space referred to herein, or shall attempt an assignment in violation thereof, such permit or assignment shall be without effect and the Association shall have the right to refuse admittance to such other person and to prevent such other person from using the exhibit. In the event of such refusal hereunder, the Exhibitor shall not be entitled to the return of any payment made hereunder and the Association shall not be liable to the Exhibitor for any damages arising out of such refusal.

MERGER CLAUSE - The writing contains the complete and entire understanding of the parties. No representations were made or relied upon by either party other than those expressly set for therein.

No agent, employee, or their representative of either party is empowered to alter any of the terms hereof, unless the same is in writing and signed by an executive officer of all respective parties hereto.

CONTROLLING LAW - The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws.