

# INLAND EMPIRE'S **LARGEST MIXER IV**

The Ultimate Business Networking Event

WEDNESDAY, OCTOBER 27, 2010  
ONTARIO CONVENTION CENTER



Join Inland Empire area chambers and business organizations for the ultimate business networking event! Mix and mingle with business people representing hundreds of industries and companies in and around the Inland Empire. Inland Empire's Largest Mixer® is a great opportunity to reach small to large companies, meet new clients and learn how the different chambers of commerce and business organizations can make your business grow.

"I'm amazed at how many people attend! Within the first twenty minutes I had already booked an appointment for the next morning. I love this mixer and can't wait for next year! It's such a fantastic investment of both time and effort. We really get to meet the important decision makers that can make things happen."

**Mark Smith**  
Ontario Mills

"This is our fourth show with the Largest Mixer®. We've met a ton of new people and our brand recognition is stronger than ever (we did the show last year and nobody knew who we were, and just one year later they all know exactly who we are!). This mixer is a true example of effective networking. It's an outstanding event and we look forward to it every year!"

**Genie L. Huff**  
Jason's Deli

"The Largest Mixer® has always been great for us throughout the years. Not only do we get a lot of return business from the Mixer, we also meet a lot of new people who have never heard of us before."

**Uli Perez**  
K1 Speed

"The Largest Mixer® has been very, very good to our business. We've participated in both Orange County and the Inland Empire Mixers, and we always generate so many leads from them. The contacts we make with other exhibitors and attendees are always extremely productive. It's an exceptionally well run show, and if you're looking to grow your business, you can't do any better than exhibiting at the Largest Mixer®!"

**John Fitzpatrick**  
Four Quick Clicks

"This is our third year participating with the Inland Empire's Largest Mixer® and it's always great for us to have an opportunity to get out there and meet new business people. Being here is really a great opportunity to showcase our business!"

**Claudette Henderson**  
Bank of Hemet

"Thank you for a great opportunity and a successful mixer! Everyone I spoke with said the Largest Mixer® was the best they've ever been to in the IE! Dave Linden and his team really stepped up and created something great in a market that really needed this!"

**Jeremy Zachary**  
Inland Empire Weekly

"We've been involved for the last three years in the Inland Empire and Orange County Mixers. There are always so many people here and we always meet a lot of great prospects. It's awesome!"

**Tom Norris**  
Charter Business Services

"Inland Empire's Largest Mixer® is fantastic. Last year at Orange County's Largest Mixer®, I had over 300 people hit my booth alone. This year it looks like we're getting the same number, but...in the Inland Empire! The results are phenomenal. Everybody who isn't already involved in this needs to come out and get connected with the Largest Mixer®!"

**Ben Cotton**  
LeTip International

Inland Empire's Largest Mixer IV®  
909.560.2800 IEmixer.com

# EXHIBITOR PACKAGES

## STANDARD NETWORKING PACKAGE

\$525

### **LARGEST MIXER PRESENCE**

- One 5' deep x 8' wide exhibit space (includes 6' table, black linen, 2 chairs).
- Two booth staff passes (additional passes available at discounted rate).
- Company name and contact information in event Business Referral Directory (circ. 1500).
- Weblink to your company's website from [www.iemixer.com](http://www.iemixer.com).

### **VALUE ADDED**

- Two passes to "Sponsors Only" VIP Kick-Off event.
- Mailing list (no emails) of participants available 2 weeks after event.

## BONUS NETWORKING PACKAGE

\$725

### **LARGEST MIXER PRESENCE**

- One 8' deep x 10' wide exhibit space (includes 6' table, black linen, 2 chairs).
- Four booth staff passes (additional passes available at discounted rate).
- Company name and contact information in event Business Referral Directory (circ. 1500).
- Weblink to your company's website from [www.iemixer.com](http://www.iemixer.com).

### **VALUE ADDED**

- Four passes to "Sponsors Only" VIP Kick-Off event.
- Mailing list (no emails) of participants available 2 weeks after event.

## PREMIER NETWORKING PACKAGE

\$925

### **LARGEST MIXER PRESENCE**

- One 8' deep x 10' wide exhibit space (includes 6' table, black linen, 2 chairs).
- Eight booth staff passes (additional passes available at discounted rate).
- Company name and contact information in event Business Referral Directory (circ. 1500).
- Weblink to your company's website from [www.iemixer.com](http://www.iemixer.com).
- Inclusion of 1000 marketing pieces in the official take-home Largest Mixer bag.

### **VALUE ADDED**

- Eight passes to "Sponsors Only" VIP Kick-Off event.
- Mailing list (no emails) of participants available 2 weeks after event.

## ULTIMATE NETWORKING PACKAGE

\$1125

### **LARGEST MIXER PRESENCE**

- One 8' deep x 10' wide exhibit space (includes 6' table, black linen, 2 chairs).
- Ten booth staff passes (additional passes available at discounted rate).
- Company name and contact information in event Business Referral Directory (circ. 1500).
- Weblink to your company's website from [www.iemixer.com](http://www.iemixer.com).
- Inclusion of 1000 marketing pieces in the official take-home Largest Mixer bag.

### **VALUE ADDED**

- Mailing list (no emails) of participants available 2 weeks after event.

### **"SPONSORS ONLY" VIP KICK-OFF EVENT PRESENCE**

The VIP Kick-Off Event is perfect opportunity for your company to brand itself in front of the chambers, sponsors, co-sponsors and exhibitors of the Largest Mixer.

- One 5' deep x 8' wide exhibit space (includes 6' table, black linen, 2 chairs).
- Ten passes to "Sponsors Only" VIP Kick-Off.
- Two-minute speaking opportunity.
- Presenting sponsor logo on "Sponsors Only" VIP Kick-Off event invite.
- Inclusion of 150 marketing pieces in take-home bag.

# BRANDING OPPORTUNITIES

## RESTAURANT/CATERER PACKAGE

**\$495**  
(refundable deposit)

### LARGEST MIXER PRESENCE

- One exhibit space (includes 6' table, back prep table, black linen, 2 chairs).
- Eight booth staff passes (additional passes available at discounted rate).
- Company name and contact information in event Business Referral Directory (circ. 1500).
- Weblink to your company's website from [www.iemixer.com](http://www.iemixer.com).

### VALUE ADDED

- Two passes to "Sponsors Only" VIP Kick-Off event.
- Mailing list (no emails) of participants available 2 weeks after event.

### RESTAURANT/CATERER RESPONSIBILITY

- Serve sample-sized portions of specialty dish for no less than 500.
- Provide all napkins, forks, plates, staffing, etc.
- Clean-up of booth space at end of event.
- Menu must be approved by show management prior to event.
- Beverages, soups, dessert (i.e. cookies, brownies), candy items will not be considered acceptable dishes.
- Deposit will be forfeited if exhibitor does not check-in by 4:30 p.m. the day of the event.
- Each restaurant/caterer will be required to file a health permit with the County of San Bernardino and pay any applicable fees.

## BUSINESS REFERRAL DIRECTORY ADVERTISING

### FULL PAGE COLOR AD (BACK COVER) PACKAGE - \$750

### FULL PAGE COLOR AD PACKAGE - \$550

### FULL PAGE B/W AD PACKAGE - \$350

- Size: 5" wide x 8" tall
- Four admission passes.
- Company name recognized in event Business Referral Directory (circ. 1500).
- Weblink to your company's website from [www.iemixer.com](http://www.iemixer.com).
- Four passes to "Sponsors Only" VIP Kick-Off event held 2 weeks prior to event.

### HALF PAGE PACKAGE - \$250

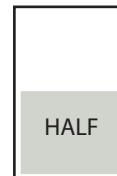
- Size: 5" wide x 3.75" tall
- Two admission passes.
- Company name recognized in event Business Referral Directory (circ. 1500).
- Weblink to your company's website from [www.iemixer.com](http://www.iemixer.com).
- Two passes to "Sponsors Only" VIP Kick-Off event held 2 weeks prior to event.

### QUARTER PAGE PACKAGE - \$150

- Size: 5" wide x 1.875" tall
- One admission pass.
- Company name recognized in event Business Referral Directory (circ. 1500).
- Weblink to your company's website from [www.iemixer.com](http://www.iemixer.com).
- Two passes to "Sponsors Only" VIP Kick-Off event held 2 weeks prior to event.

### AD REQUIREMENTS

- **All ads must be print ready. No bleeds. Additional charge for design services.**
- Acceptable formats: JPEG, TIF, PDF with a resolution no less than 300 DPI.
- Finished size of directory is 5.5" wide x 8.5" tall.
- **Ad deadline is Friday, September 24, 2010 and can be emailed to [info@largestmixer.com](mailto:info@largestmixer.com).**



## EXHIBITOR MAP SPONSOR

**\$350**

### LARGEST MIXER PRESENCE

- Your b/w company logo and contact information on exhibitor map distributed to all participants (circ. 1500).
- Two attendee passes.
- Special recognition in event Business Referral Directory (circ. 1500).
- Weblink to your company's website from [www.iemixer.com](http://www.iemixer.com).

### VALUE ADDED

- Two passes to "Sponsors Only" VIP Kick-off event held 2 weeks prior to event.

# BRANDING OPPORTUNITIES (cont.)

## TAKE HOME BAG SPONSOR

\$400

### **LARGEST MIXER PRESENCE**

- Your company logo on official bag distributed to all attendees. (Sponsor to provide 1000 bags.)
- Inclusion of 1000 marketing pieces in the official Largest Mixer bag. (Sponsor provides one marketing piece or small promotional item.)
- Two attendee passes.
- Sponsor recognized in event Business Referral Directory (circ. 1500).
- Weblink to your company's website from [www.iemixer.com](http://www.iemixer.com).

### **VALUE ADDED**

- Mailing list (no emails) of participants available 2 weeks after event.
- Two tickets to "Sponsors Only" VIP Kick-Off event.

## TAKE HOME BAG INSERT

\$300

### **LARGEST MIXER PRESENCE**

- Inclusion of 1000 marketing pieces in the official Largest Mixer bag. (Sponsor to provide one flyer, brochure or small promotional item.)
- Two attendee passes.
- Weblink to your company's website from [www.iemixer.com](http://www.iemixer.com).

### **VALUE ADDED**

- Two tickets to "Sponsors Only" VIP Kick-Off event.

## WRISTBAND SPONSOR

\$300

### **LARGEST MIXER PRESENCE**

- Your company logo on official wristband distributed to all exhibitors and attendees. (Quantity 2000)
- Two attendee passes.
- Special recognition in event Business Referral Directory (circ. 1500).
- Weblink to your company's website from [www.iemixer.com](http://www.iemixer.com).

### **VALUE ADDED**

- Two passes to "Sponsors Only" VIP Kick-Off event.

## BANNER PLACEMENT

\$250

### **LARGEST MIXER PRESENCE**

- Placement of one banner size not to exceed 3' x 6'.
- Two attendee passes.
- Special recognition in event Business Referral Directory (circ. 1500).
- Weblink to your company's website from [www.iemixer.com](http://www.iemixer.com).

### **VALUE ADDED**

- Two passes to "Sponsors Only" VIP Kick-Off event.

## NAME BADGE SPONSOR

\$250

### **LARGEST MIXER PRESENCE**

- Your color company logo on official name badge distributed to all exhibitors and attendees. (Quantity 1500)
- Two attendee passes.
- Special recognition in event Business Referral Directory (circ. 1500).
- Weblink to your company's website from [www.iemixer.com](http://www.iemixer.com).

### **VALUE ADDED**

- Two tickets to "Sponsors Only" VIP Kick-Off event.

# Participant Application



Wednesday, October 27, 2010  
5 p.m. - 9 p.m.  
Ontario  
Convention Center

## I. COMPANY INFORMATION (as you want it published in the Business Referral Directory)

Company Name \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_ Web address \_\_\_\_\_  
Business Type \_\_\_\_\_  
Key Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
E-mail \_\_\_\_\_ Cell (\_\_\_\_\_) \_\_\_\_\_

## II. PARTICIPANT OPTIONS

### EXHIBITOR PACKAGES

- Standard Networking Package - \$525
- Bonus Networking Package - \$725
- Premier Networking Package - \$925
- Ultimate Networking Package - \$1125

### BRANDING OPPORTUNITIES

- Restaurant/Caterer Package - \$495 (deposit)
- Exhibitor Map Sponsor - \$350
- Business Referral Directory Advertising
  - Full Page Back Cover Color Ad - \$750
  - Full Page Color Ad - \$550
  - Full Page B/W Ad - \$350
  - Half Page B/W Ad - \$250
  - Quarter Page B/W Ad - \$150
- Take-Home Bag Sponsor - \$400
- Take-Home Bag Insert - \$300
- Wristband Sponsor - \$300
- Banner Placement - \$250
- Name Badge Sponsor - \$250

Amount Due: \_\_\_\_\_

### A LA CARTE ITEMS

- End Cap/Corner Booth Upgrade - \$175
- Discounted Exhibitor Tickets - \$15

## III. PAYMENT INFORMATION

CHECK # \_\_\_\_\_ Payable to: "Largest Mixer"  
 CREDIT CARD     Amex     Mastercard     Visa    Total Amount: \$ \_\_\_\_\_  
Credit card number \_\_\_\_\_ CID # \_\_\_\_\_ Exp. Date \_\_\_\_\_  
Name on credit card \_\_\_\_\_  
Authorized signature \_\_\_\_\_

### Address the credit card bill is sent to:

Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Mail or fax completed form with payment to:

Largest Mixer  
P.O. Box 36054  
Los Angeles, CA 90036  
t: 909.560.2800 f: 323.860.8811 info@largestmixer.com

## IV. EXHIBITOR/PARTICIPANT TERMS

### Please read the Terms and Conditions (next page)

The exhibitor agrees that upon acceptance, this application shall be deemed to form a binding contract between the exhibitor and the organizer. The exhibitor agrees to abide by the terms and conditions\* which form an integral part of the contract between the organizer and the exhibitor. The contract is deemed binding when the organizer receives a non-refundable payment.

PLEASE  
SIGN

Name (please print) \_\_\_\_\_ Title \_\_\_\_\_  
Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

## Terms and Conditions

### 1.) AGREEMENT TO ALL TERMS, CONDITIONS AND RULES.

Exhibitor/Sponsor ("Exhibitor") agrees to observe and abide by the Terms, Conditions and Rules set forth hereafter and by such additional Terms, Conditions and Rules made by **Inland Empire's Largest Mixer®** ("Management") on notice to Exhibitor from time to time for the efficient or safe operation of the Show. Participation is subject to the approval of Management.

#### PAYMENT SCHEDULE.

Payment of 100% of the total tabletop exhibit space fee must accompany the application. An Exhibitor's check returned from the bank for any reason will result in forfeiture of priority in booth assignment and, depending on space availability, may result in denial of participation. There is a \$25 fee on all returned checks. No Exhibitor shall be allowed to install its exhibit unless it is fully paid.

#### CANCELLATION POLICY.

No refunds after **August 27, 2010**. Any refund prior to that date will incur a \$100 cancellation fee.

### 2.) LIMITATION OF LIABILITY AND INDEMNITY.

(A) Neither Management nor the **Ontario Convention Center** ("Show Building") nor any of their officers, agents, employees or other representatives shall be held liable for, and they are hereby expressly released from, liability for any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees, or other representatives, resulting from theft, fire, water, accident or any other cause.

(B) The Exhibitor shall indemnify, defend and protect Management and the Show Building against, and hold and save Management and the Show Building harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature, which result from, arise out of or are connected with any acts, or failures to act, or negligence of Exhibitor, or any of its officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of these Terms, Conditions and Rules, and claims of damage or loss to any third party resulting from (i) any infringement of a copyright or patent or the unauthorized use of a trademark or (ii) Exhibitor's non-compliance with the Americans with Disabilities Act and the provision of paragraph 16 hereof.

(C) In no event shall Management or the Show Building be liable for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Exhibit Space, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in term, or otherwise, and whether based on this Agreement, any transaction performed or undertaken under or in connection with the Agreement, or otherwise. Exhibitor agrees that the liability of Management for damages, regardless of the form of action, shall in any event be limited to the aggregate exhibit fees paid by Exhibitor under this Agreement.

(D) Exhibitor holds Management harmless for any damage or loss of Exhibitor's displays and exhibits.

### 3.) SHOW HOURS AND DATES.

Exhibitor must adhere to Show's opening and closing times. Booth must remain open and staffed throughout the entire Show, from 5 p.m. to 9 p.m. **Set-up time is Wednesday, October 27, 2010 from 1 p.m. to 4 p.m.** All booths must be set-up by 4 p.m. Even though the official start time is 5 p.m., the doors to the public will be opened at 4:45 p.m. **Exhibitor may forfeit fees and booth can be reassigned if not checked-in by 4 p.m.** All exhibits must be open for business during all exhibit hours, and no dismantling or packing may be started before the official close of the Show. Management reserves the rights to

change show dates or location. Management will provide Exhibitor with proper notification in writing of any change in dates or location. Exhibitor reserves the right to cancel, without penalty, upon a reassignment of dates and location, without cause. Such cancellation must be made in writing by Exhibitor within 10 business days of notification of reassignment of dates or location.

### 4.) ASSIGNMENT OF EXHIBIT SPACE, EQUIPMENT & POWER.

Tabletop space will be assigned by Management. Management reserves the right to modify the floor plan to accommodate space sales or relocate Exhibitors to avoid conflict, as necessary. In all instances, Management reserves the right to determine final placement of the Exhibitor. Exhibitors are prohibited from moving to another booth location or otherwise relocate their assigned space without prior consent from Management. **Any Exhibitor found reassigning booths space will forfeit fees and booth space.** Management shall assign the Exhibit Space to Exhibitor for the period of the Show, provided the Show Building is made available to Management. Such assignment is made for the period of this Show only and does not imply that the same or similar space will be held or offered for future shows. Management reserves the right to terminate this Agreement, close the exhibit and remove the Exhibitor's property if Management determines in its sole discretion that Exhibitor is not eligible to participate in the Show or that Exhibitor's product is not eligible to be displayed in the Show. Each standard tabletop space includes one 6' table, tablecloth and two chairs. All requests for additional items (tables, chairs, etc.) must be made in advance at additional charge. There will be no changes made the day of the show. For those Exhibitors who have made prior arrangements for power access, you will have one 15-amp circuit. Please bring any necessary power strips and extension cords. One 15-amp circuit is equivalent to one household outlet.

### 5.) EXHIBITOR AND MANAGEMENT RESPONSIBILITIES; BUSINESS REFERRAL DIRECTORY.

Principal(s) and/or employee(s) of the Exhibitor must be present in the Exhibit Space at all times during the open hours of the Show. Management shall not be responsible for errors or omissions in the Business Referral Directory, the show's official program.

### 6.) ASSIGNMENT.

An Exhibitor shall not assign to a third party its rights hereunder to the Exhibit Space or any portion thereof without the written consent of Management which consent Management may withhold in its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee.

### 7.) DISPLAYS AND DECORATIONS.

Merchandise, signs, decorations or display fixtures shall not be passed, taped, nailed or tacked to walls. No exhibit, merchandise, equipment, trunks, cases or packing materials shall be brought into or out of the Exhibit Space during exhibit hours. No signs, advertising devices or merchandise shall be displayed outside the Exhibit Space or project above or beyond the limits of the assigned Exhibit Space.

### 8.) FIRE RULES.

Exhibitor shall not pack merchandise in paper, straw, excelsior or any other readily inflammable material. All cartons stored in the Show Building shall be emptied of contents. Exhibitor shall use no flammable decorations or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof. If required by local laws or ordinances, Exhibitor shall have on hand in its Exhibit Space a notarized affidavit establishing that its display material has been treated during the past year by an approved chemical. All wiring devices and sockets shall be in good condition and meet the requirements of local law.

### **9.) OBSERVANCE OF LAWS.**

Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the Show Building.

### **10.) EXHIBITOR CONDUCT.**

Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of Management is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Management, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity forthwith. All promotional plans must be submitted to Management for approval in advance of the Show. Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit Space. Exhibitor shall refrain from any action that will distract buyers from attendance at the Show during open hours. The Exhibit Space shall not be used for entertaining. Exhibitor shall not lead buyers from one exhibit space to another or to elevators or escalators. Exhibitor shall not enter into another Exhibitor's space without invitation or when unattended. Neither Exhibitor nor any of its representatives shall conduct themselves in a manner offensive to standards of decency or good taste.

### **13.) GIVEAWAYS.**

Exhibitors are encouraged to provide free gifts, giveaways, drawings, etc. If a drawing is desired, participants are responsible for the facilitation of their own drawing. All drawings must be no purchase necessary and free of charge to Show attendees. Management will not, however, be able to announce winners throughout the Mixer itself.

### **14.) DIRECT SELLING.**

Cash or other forms of payment cannot be exchanged. Any exhibitor who is found selling will be asked to leave with no refund of table fee.

### **15.) PLAYING OR REPRODUCTION OF MUSIC.**

Exhibitor shall not provide or permit the playing or reproduction of music in any form or at any time unless (a) if the music is copyrighted, Exhibitor shall in advance obtain, and provide a copy to Management of, a written license to perform said music at the Show from the owner of the copyright of said music and (b) whether the music is believed to be copyrighted or not, Exhibitor shall obtain in advance from Management a written consent to the providing of such music by Exhibitor. Exhibitor specifically agrees that in the absence of full compliance with (a) and (b) above, no music whatsoever, in any form, will be provided or permitted by it, and in the event of any copyright infringement issue arising with respect to the use by Exhibitor of all of the provisions of Paragraph 2 hereof will be applicable. Management shall have the power to make any reasonable settlement, without the consent or approval of Exhibitor, to resolve any dispute, which may arise between Management and anyone claiming to enforce a copyright. This settlement shall nevertheless be binding on Exhibitor insofar as holding Management harmless and indemnifying Management is concerned. Exhibitor expressly agrees that Management may, at Exhibitors' expense, take any legal action, including summary action, appropriate to ensure compliance by Exhibitor with these provisions, including the obtaining of any injunction against Exhibitor.

### **16.) EXHIBITOR PASSES.**

Exhibitor will receive 2 complimentary exhibitor passes to the Show included in standard package, 4 for the Bonus, 8 for the Premier and 10 for the Ultimate. Additional staff will need a ticket to enter the area. **Exhibitor can purchase tickets at the discounted rate of \$15 prior to the event.** The discounted ticket price will not be available the day of the show.

### **17.) CLOSING OF EXHIBIT.**

A. If Exhibitor or one of its subsidiaries or affiliates is on strike, resulting in picketing or similar type of demonstration in or near the Show Building, Management reserves the right to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space.

B. Management shall be entitled to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space at any time for failure by Exhibitor or its duly authorized assignee or any of its officers, agents, employees or other representatives to perform, meet or observe any Term, Condition or Rule set forth herein, and such Exhibitor shall not be entitled to a refund of any payments.

### **18.) FUTURE SHOWS.**

In addition to Management's right to terminate this Agreement, close the exhibit and remove the Exhibitor's property as provided for in Paragraph 17 hereof, Management, in its sole judgment, may refuse to consider Exhibitor for participation in future shows with which Management is involved if Exhibitor violates or fails to abide by all Terms, Conditions and Rules set forth herein.

### **19.) INABILITY TO HOLD SHOW.**

If, because of war, fire, strike, exhibit facility construction or renovation project, logistical problems, government regulation, public catastrophe, terrorist attack, act of God or the public enemy or other cause beyond the control of Management, the Show or any part thereof is prevented from being held, is cancelled by Management or the Show Building or Exhibit Space or any part thereof becomes unavailable, Management shall have no liability to Exhibitor, except that Management, in its sole discretion, shall determine and refund to the Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by Management and reasonable compensation to Management, but in no case shall the amount of the refund to Exhibitor exceed the amount of the exhibit fee paid.

### **20.) JURISDICTION.**

Each of Management and Exhibitor hereby consents to the jurisdiction of the Superior Court of the State of California and the United States District Court for California for all purposes in connection with this Agreement and further consents that any process or notice of motion in connection therewith may be served by certified or registered mail or personal service, within or without the State of California, provided a reasonable time for appearance is allowed.

### **21.) GOVERNING LAW; AMMENDMENTS.**

This Agreement, having been executed in the State of California, shall be governed by and construed and enforced in accordance with the laws of the State of California as if it is in an agreement made and to be performed entirely within such State. This Agreement may not be amended or modified except by a written communication by Management.

### **22.) SEVERABILITY; WAIVER.**

If any part of this Agreement is found invalid, the remaining provisions shall remain unaffected and enforceable. Any Management decision, selection of any course of action, or exercise of any right or remedy is at its sole option and discretion and does not waive or prejudice Management as to any other choice. Management's failure at anytime to require Exhibitor's strict compliance with an any part of this Agreement shall not thereafter waive or reduce Management's right to require strict compliance with the same or any other provision of the Agreement.