

October 2) and 2* , 200-

Dallas, Texas
Convention Center
www.TexasBeautyShow.com

The Texas Beauty Show
Application & Contract

Mail Payment To:
TEXAS BEAUTY SHOW
P.O.Box 341300
Austin, TX. 78734
Phone: (512) 415-8300
Fax: (512) 233-2771

Company Name: (as to appear in show listing)

Key Contact: Education Contact:

Address:

City: State: Zip Code:

Telephone: Extension: Fax:

E-Mail Address: Website Address:

All correspondence regarding our exhibit should be addressed to the attention of:

Address (if different than above):

City: State: Zip Code:

Telephone: Extension: Fax:

A 50% deposit is required upon return of this application.
The balance must be paid by July 6, 200-

Spaces not paid in full by this date will be subject to reassignment.
Make checks payable to Texas Beauty Show.

EXHIBIT SPACE RATES: \$15 until Texas Beauty Show 31st 200J, \$950 from October 1st 200J
(Rates are based on 10'x10' exhibit space)

Booth: (circle one) \$, +5 \$950 Number of Booths Requested:

Booth Numbers Desired:

(Note: The following are areas of consideration in assigning booth space: Number of booths, ticket program, education/classroom participation, and quality of professional display.)

DAY OF SHOW ADVERTISING RATES: (Note: all advertising space is sold on a first come, first serve basis.)

PROGRAM: 1/4 Page = \$450 1/2 Page - Vertical = \$750
1/2 Page - Horizontal = \$650 Full Page = \$995

Please complete the following information:

Product Information:

- Brushes & Combs Hair Accessories Salon Attire
Haircolor Hair Extensions Shears
Computer/Software Magazines Skin Care
Cosmetics/Make-Up Appliances Equipment
Business Builders Nail Art Skin Care Equip.
Furniture (Salon/Spa) Nail Care & Color Sundries
Hair Care Pedicure Waxing
Hair Education Perm. Make-Up Wigs
Posters & Books Tanning

Company description:

Please list any companies you prefer not to be placed by:

TOTAL COST BREAKDOWN

Table with 2 columns: Item, Cost. Includes Booth x \$9+5, Booth x \$9, 1/4 Page Ad @ \$450, 1/2 Page Ad - Horz @ \$650, 1/2 Page Ad - Vert @ \$750, Full Page Ad @ \$995, Cover Pages or Special Position \$1,495, Overall Total.

Check # (US Dollars)

Visa Mastercard Amex
Charge Full Amount Charge 50%

Credit Card #

Exp. Date:

We understand that this application will become a binding contract upon acceptance by Texas Beauty Show, Inc. and is subject to the terms, conditions, rules, and regulations which hereto constitute a part of, or are included in this application and contract. (Please see reverse side)

x Applicants Signature

X Date

X Printed Name

x Title

TEXAS BEAUTY SHOW MANAGEMENT USE ONLY

Booth Assigned:

Size Assigned:

Texas Beauty Show 2009

Rules Governing the Event

1. **General Matters.** Management's obligation to hold the event is conditioned upon the Facility making available the space applied for by the Management on the dates specified. Management has the sole right to determine the eligibility of any company or product for inclusion in the Event. Management makes no representation or warranty, express or implied, regarding the number of persons who will attend the Event.
2. **Assignment, Use of Space.** Management shall assign to each Exhibitor space for the period of the Event. Management reserves the right to withdraw its acceptance of this application and to cancel the Exhibitor's participation in the Event if it determines that the Exhibitor is not eligible to participate. Exhibitor may not assign or sublet its exhibit space or any part thereof (so called "booth-sharing"). Decisions of Management regarding use of exhibit space shall in all instances be final and binding.
3. **Relocation: Floorplan Revisions.** Management reserves the exclusive right to revise floorplans and/or move assigned Exhibitors as it deems necessary.
4. **Occupancy, Payment Defaults.** All participation costs must be paid when due, and in any event in full prior to Exhibitor's move-in. If Exhibitor fails to occupy its contracted space, fails to pay any or all fees in a timely manner, or fails to perform, meet or observe any term or condition set forth herein, it shall not be relieved of the obligation of paying the full cost of its participation in the Event and Management, at its discretion, may cancel this agreement and Exhibitors' participation in the Event and reassign the exhibit space. If the Exhibitor tenders the exhibit fee after such reassignment, Management may assign to it such other exhibit space, if then available, which Management deems appropriate. Exhibitor shall not be entitled to any refund of any part of any fee and shall remain liable for payment of all fees set forth in this agreement subject only to the applicable cancellation schedule herein.
5. **Installing, Exhibiting and Dismantling.** Hours and dates for installing, exhibiting and dismantling shall be those specified by Management. All displays must be fully set up by the opening of the Event and be open for business during all Event hours. When vacated all exhibition space shall be left in good order.
6. **Contractor Services and Information.** Management shall select and/or approve each contractor to provide support and facilities services. Management assumes no responsibility for failure of performance by, or the conduct of, any contractor or subcontractor or its employees.
7. **Photography.** Exhibitor is prohibited from taking any type of photograph or video of the Event without Management's consent. Exhibitor agrees that Management may take photographs or video of the Exhibitor's booth space, exhibit and exhibit personnel.
8. **Taxes & Licenses.** Exhibitor shall be responsible for obtaining all licenses, permits, and approvals under local, state or federal law applicable to its activity at, and obtaining all tax identification numbers and paying all taxes, license fees and other charges that become due to any governmental authority in connection with the Event.
9. **Cancellation of the Event.** If for any reason beyond Management's control (e.g. fire, flood, casualty, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, acts of public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, Municipal, state or Federal law or act of God), the Event or any part thereof, is prevented from being held, or the Facility becomes unavailable, unfit for occupancy or substantially interfered with, Management may cancel the Event. In such event, Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue thereof, and Exhibitor waives claims for damage arising therefrom. Upon any such termination, Management may refund to Exhibitor no more than a prorated amount of Exhibitor's total cost of participation paid after deducting all expenses and reasonable compensation to Management. In no case shall the amount of any refund exceed Exhibitor's total cost of participation actually paid.
11. **Postponement of the Event.** If for any reason Management determines that the location or dates of an Event should be changed, no refund will be due to Exhibitor, and Management will assign to Exhibitor, in lieu of the original space, such other space that Management deems appropriate, and Exhibitor agrees to such space under the terms of this agreement. Management shall not be financially liable or otherwise obligated in the event that the Event is relocated or postponed.
12. **Exhibitor Cancellation.** If Exhibitor desires to cancel this Agreement, Exhibitor may only do so by giving written notice thereof to Management. In such event, Exhibitor shall be liable to the following cancellation fee: 60% of the total cost of participation if such cancellation is effective more than 120 days prior to the scheduled opening of the Event, and 100% of the total cost of participation if such cancellation is effective within 120 days prior to the scheduled opening of the Event. Payment of the cancellation fee must be received by Management within 15 days after cancellation. The effective date of any cancellation shall be the date Management actually receives Exhibitor's written notice as specified above. Exhibitor understands that this cancellation fee has been incorporated into this Agreement as a valid pre-estimate of damages Management will sustain which will not be capable of precise determination, and is considered to be liquidated and agreed-upon damages suffered as a result of Exhibitor's cancellation, and is not a penalty. Subsequent reassignment of canceled exhibit space shall not affect this cancellation assessment.
13. **Copyrighted Materials.** Exhibitor shall not violate any copyrights with respect to writings, music or other materials used by it at the Event and assumes sole liability and responsibility for the use and display of all copyrighted materials at the Event, and shall obtain any and all licenses therefor. Exhibitor shall indemnify and hold harmless Management, any association owner or sponsors, the Facility, and their respective officers, directors, employees, agents and representatives, from and against any and all actions, causes of action, claims, demands, liabilities, losses damages, costs and expenses, of whatever nature and kind, which anyone/or each of them shall sustain, incur or become subject to, involving, arising from or relating to, Exhibitor's breach of any of its obligations contained herein or the use of copyrighted materials at the Event.
14. **Limitation of Liability; Indemnity.** Neither Management nor the Facility, nor any of its officers, agents, employees or other representatives, shall be held liable for, and each is hereby released from any damage, loss, harm or injury to the person or property of the Exhibitor or any of its visitors, officers, agents, employees or other representatives, resulting from Exhibitor's participation in the Event, licensing and/or use of exhibition space hereunder, or the failure of Management to make available the exhibit space or hold the Event, however caused, including that caused by Management's or any Facility's, or its officers', agents', employees' or other representatives' negligence. Exhibitor shall indemnify, defend and hold harmless Management and the Facility and their respective owners, directors, officers, employees, agents and representatives, from, any and all claims, demands, suits, liability damages, loss, costs, attorney' fees and expenses of any kind which might result or arise from its participation in the Event, its licensing and/or use of exhibition space hereunder or any action or failure to act on the part of Exhibitor, or its officers, agents, employees or other representatives. Exhibitor understands that neither Management nor the Facility, nor its affiliates, maintains insurance covering Exhibitors liability or property, and Exhibitor is advised to obtain, at its sole expense, insurance for its exhibit material and products against loss or damage, and public liability insurance against injury to the person or property of others. Exhibitor shall provide evidence of such insurance to Management and the Facility upon request. It is understood all property of the Exhibitor is in its care, custody, and control in transit to, or from, or within the confines of the Facility, and neither Management nor the Facility assumes any responsibility therefor. In no event shall Management be liable to Exhibitor for incidental, consequential, special or indirect damages, including lost profits, even in Management has been apprised of the possibility of such loss.
15. **Damage to Facility.** Exhibitor is liable for any damage caused to Facility floors, doors, elevators, escalators, walls, or columns, or to standard booth equipment, or to other Exhibitor's property.
16. **Amendment and Interpretation.** Management shall have full power in the enforcement and interpretation of all terms, conditions and rules, and the power to make amendments and set further terms, conditions, and rules as it deems necessary and in the best interests of the Event. The connectives "and" and "or" shall be construed both conjunctively and disjunctively, the term "including" shall mean including without limitation, and words in the singular shall include the plural, and the words in the plural include the singular.
17. **Agreement to Terms, Conditions and Rules.** Exhibitor agrees to observe and abide by the foregoing terms, conditions and rules, those contained in other Exhibitor documentation and by such additional terms, conditions and rules made by Management from time to time for the efficient and safe operation of the Event, all of which constitute a part of this Agreement. The rights of Management under this Agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Management.
18. **Sound.** Exhibitors shall restrict the use of loud speakers, sound systems, live musical performances and other noise making activities to within the Exhibitor's allocated space. Management reserves the right to determine if and when such items and/or activities become objectionable and to restrict or eliminate sound that interferes with other exhibitors. Management reserves the right to discontinue use of a sound system at its sole discretion.
19. **Insurance.** Exhibitors are responsible for maintaining Commercial General Liability Insurance with limits for bodily injury and property damage combined of a minimum of \$1,000,000. The certificates of insurance shall also provide that the policy may not be cancelled without 15 days advance written notice to Management. All Exhibitor property shall remain under his/her custody and control, in transit to/from the confines of the hall, subject to the rules and regulations of the exhibit. Exhibitors must provide certificates of insurance conforming to the required coverage and must include Texas Beauty Show LLC as an additional insured. All certificates of insurance must be received at the offices of Texas Beauty Show LLC by Aug 17th 2009. Exhibiting companies will not be permitted to set up exhibits until Management has received the certificate of insurance.