

Gear Expo 2009 Sponsorship Contract - Continued

CANCELLATION:

The Sponsor specifically recognizes and agrees that NTP will sustain losses in the event the Sponsor cancels. In keeping with industry practice, and with the existence of such practice being hereby acknowledged by the Sponsor, the Sponsor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages. This schedule is specifically designed to compensate NTP for its losses and not constitute a penalty, should the Sponsor cancel.

CANCELLATION DURING THE PERIOD OF:	ASSESSMENT
Upon Signing of the Contract thru June 15, 2009	50%
After June 15 2009	100%

EXHIBIT HOURS:

Exhibit hours, subject to change, are as follows:
Tuesday, September 15, 2009.....10:00 pm - 6:00 pm
Wednesday, September 16, 2009.....10:00 am - 6:00 pm
Thursday, September 17, 2009.....10:00 am - 6:00 pm

RULES AND REGULATIONS:

Sponsors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Center. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by NTP are hereby made an integral part of the Contract and of the agreement between Applicant and NTP for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

ADMISSIONS:

All persons visiting the exhibits will be admitted according to the rules and regulations of the Exhibits as issued or amended by the authorized representative of NTP. No one under 18 will be permitted.

LIABILITIES:

The Sponsor agrees that NTP, AGMA, its agents, and employees, the Center, or its employees: (a) Will not be responsible for any damage to or for the loss or destruction of the Sponsor's property or injuries to the Sponsor, his representatives, agents or employees, all claims for any such loss, damage, destruction, or injury being expressly waived by the Sponsor, (b) Will be exempted from or indemnified for any claims for injury to any of the Sponsor's representatives, agents, or employees.

The Sponsor will be required to provide a certification of insurance to NTP. Sponsor shall also indemnify and save and hold harmless NTP, AGMA, and the Center from and against any cost, expense, liability, or damage which may be incident to, arise out of, or be caused by an act, omission, negligence or misconduct on the part of the Sponsor or its agents, servants, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the negligence of NTP, AGMA, or Center. Such indemnification shall be limited to insurance required herein. NTP, AGMA, or Center, its agents and employees will not be liable for failure to hold the Exhibits as scheduled. Payments for sponsorship will be returned in that event except that any actual expense incurred in connection with the Sponsorship will be deducted if the Exhibits are called off because of fire, any act of God, public enemy, strike, epidemic, or any law or regulation of public authority or any other act beyond the control of NTP, which makes it impossible or impracticable to hold the Exposition.