



EXHIBITOR CONTRACT

27th Annual IHRSA / National Fitness Trade Show
in association with Wally Boyko Productions, Inc.
September 9-11, 2008 • Las Vegas, Nevada • Rio All-Suite Hotel



This Contract confirms that the company noted below has requested booth space at the **27th Annual IHRSA / National Fitness Trade Show** in **Las Vegas, Nevada, September 9-11, 2008**, presented by IHRSA and Wally Boyko Productions, Inc. (WBP). This request will not be confirmed without this signed Exhibitor Contract and appropriate deposit being received by IHRSA, in accordance with the stipulations set forth here and in the Exhibitor Prospectus. In the event all three choices noted below are unavailable, IHRSA will contact the individual indicated on this Contract to confirm a new location. In the event an exhibitor reduces the size or dimensions of their display after this Contract has been signed, IHRSA reserves the right to relocate the exhibitor to another location on the show floor and/or change the configuration of their space. **Please note your booth selections below:**

BOOTH SELECTION: 1st Choice _____ 2nd Choice _____ 3rd Choice _____
BOOTH FEES: \$2,000 per 10' x 10' or 8' x 10' booth space (enter amount multiplied by number of spaces) \$ _____
PLUS \$300 for each corner booth occupied (enter amount multiplied by number of corners) \$ _____
TOTAL BOOTH FEES DUE TO IHRSA: \$ _____
AMOUNT ENCLOSED: (50% due with Contract) \$ _____

*** **SPECIAL OFFER!** ***
Confirm your selection with payment by March 31, 2008 and receive a \$100 discount per booth space!

IHRSA USE ONLY:

Booth #: _____ Booth Type: _____ Dimensions: _____ Square Footage: _____

Contract ID: _____ Company ID: _____ Finance: _____ Date: _____

Contact ID: _____ Authorized: _____ Date: _____

PAYMENT: 50% of the total booth fees due is required with this signed Contract; the balance payment is due by **May 31, 2008**.

Check enclosed, made payable in U.S. dollars to: **IHRSA**

Credit Card: (check one) MasterCard Visa Discover American Express

Credit Card Number: Exp. Date:

Cardholder's Name: _____ Signature: _____

Billing Address: (if different than below) _____

With the signature below, our company personnel agree to abide by all the rules and regulations as noted on the reverse side of this Contract, the Exhibitor Prospectus, and Services Manual. Future correspondence should be sent to the individual noted here:

Print Name: _____ Title: _____

Signature: _____ Date: _____

Telephone: (_____) _____ Fax: (_____) _____

Booth Contact's E-Mail: _____

COMPANY LISTING: PRINT CLEARLY and EXACTLY how your company listing should appear alphabetically in IHRSA and WBP magazines, the onsite Exhibitor Directory, and on the IHRSA and WBP websites (*all fields are required; use upper and lower case lettering as warranted)

*Company Name: _____

*Street Address: _____ *City: _____

*State / Province: _____ *Zip Code: _____ *Country: _____

*Toll-Free Telephone: (_____) _____ *Telephone: (_____) _____

*Fax: (_____) _____ *Website: _____

*General Information E-Mail Address: _____

Mail this completed, three-page Exhibitor Contract with payment to the address noted below.
Upon receipt, a copy of this Exhibitor Contract will be returned to the contact name noted above with confirmed booth placement.
IHRSA / National Fitness Trade Show • 263 Summer Street • Boston, Massachusetts 02210 USA

IHRSA / NFTS EXHIBITOR RULES & REGULATIONS

EXHIBIT SPACE

The space contracted for is to be used solely by the exhibiting company whose name appears on this Exhibitor Contract and it is agreed that the exhibitor will not sublet or assign any portion of same. IHRSA reserves the right to cancel this Contract upon no less than five (5) days written notice to the exhibiting company and to regain the immediate possession of any space and to deny the exhibitor all further right to participate in the Trade Show in the event the exhibitor shall fail to pay IHRSA and Wally Boyko Productions (WBP) on or before June 30, 2008 any payments due IHRSA or WBP. In the event the exhibitor violates any rules or regulations of IHRSA or WBP, IHRSA or WBP has at all times the right to regain the immediate possession of any space.

CANCELLATION

If written notice of cancellation from an exhibitor is received by IHRSA or WBP on or prior to June 30, 2008, a full refund of booth fees will be made. After June 30, 2008, there will be no refund. At no time will IHRSA Associate Membership fees be refunded.

BOOTH DESIGN & LAYOUT

IHRSA or WBP (Show Management) reserves the right to assign, designate or change booth locations. The aisles belong to Show Management, unless where otherwise noted. Neither exhibits nor advertising material will be permitted to protrude into the aisles. Show Management reserves the right to control and prohibit any disturbing noises produced by an exhibitor. No part of any exhibit may be more than eight feet (8') high without written permission of IHRSA. The sidewing displays, pipe racks and the like may be as much as eight feet (8') high provided they do not extend out toward the aisle more than five feet (5') from the back wall of the display. Any sides, etc., utilizing the remaining five feet (5') out to the aisle may not be more than four feet (4') high. Any unfinished, exposed portion of an exhibit will be draped by Show Management at the expense of the exhibitor. All custom construction and booth designs must be approved by IHRSA in advance. No exhibit booth shall be allowed to obstruct clear vision to other booths in the same line or adjacent lines unless it is an island display, having four corners on four sides. In the case of island booths, if a solid wall is to be part of the display, or any free-standing unit above eight feet (8') high, or any multi-level construction above eight feet (8') high, an architectural booth rendering must be submitted to IHRSA for approval of such construction in advance and may require fire marshal pre-approval; IHRSA reserves the right to determine the final placement of such structures. All designs must be received and approved in writing by IHRSA by June 30, 2008. Show Management follows trade show industry standards, as developed by the International Association of Expositions & Events (IAEE); complete guidelines will be included in the Exhibitor Services Manual (NOTE: IHRSA reserves the right to modify these guidelines as needed to insure the integrity of the Trade Show on behalf of all exhibitors).

SOUND & LIGHTING

Show Management maintains an 80 decibel sound level for all exhibitors at its Trade Shows. This level has been identified as being a safe level for trade show demonstrations by the Occupational Safety & Health Administration (OSHA). To ensure a successful Trade Show for all exhibiting companies and their guests, Show Management reserves the right to closely monitor sound usage and, where necessary, restrict and possibly eliminate the music and other audio demonstrations in an exhibitor's booth at its discretion. Show Management's actions can include, but are not limited to, reviewing and adjusting all sound system and loud-speaker placements within an exhibit, restricting sound levels within a booth, and restricting demonstrations within a booth, regardless of an exhibitor's contracted arrangements with fitness instructors, celebrities, or guests appearing in an exhibitor's booth. All exhibitors planning to have audio or a demonstration within their exhibit space must submit complete details to IHRSA, including a description of the demonstration(s), the frequency of demonstrations, and the location of sound systems (specifically loud-speakers). Sound, lighting, and demonstration descriptions are due in writing to IHRSA for approval by Show Management by June 30, 2008. Specialty lighting, video presentations and promotional lighting projected on exhibit hall walls, ceiling, or floor spaces not contracted for with Show Management is prohibited. If a complaint is registered and a visit to an exhibitor's booth by Show Management does not result in full compliance, Show Management has the authority to cancel all booth demonstrations and/or terminate all electrical power to a booth for the remainder of the Trade Show.

REMOVAL OF GOODS

For security reasons, exhibitors are not allowed to deliver merchandise to customers from the Trade Show floor before 2:01pm on Thursday, September 11, 2008. Exhibitors who find it necessary to remove certain items from their display, such as shopworn items, may only do so by presenting a release slip, signed by a Show Management representative, to the security guard at the main entrance. Release slips may be obtained from Show Management staff. Removals will be authorized only at the end of a Show day.

FREIGHT & WAREHOUSE SHIPMENTS

Beginning May 1, 2008, instructions concerning freight shipments will be detailed in the Exhibitor Services Manual, after the signed Exhibitor Contract and initial booth deposit are received. Do not ship anything directly to Show Management. Do not ship anything to the Rio All-Suite Hotel prior to the first official move-in day, as there will be no one available to receive shipments. Exhibitors must adhere to procedures as detailed in the Exhibitor Services Manual. Exhibitors are responsible for coordination and payment of all their freight and labor to and from show site. If an exhibitor's freight is still at show site at the end of the published hours for show dismantle, the show's services contractor will place that freight with a freight carrier at the expense of the exhibiting company.

PRESS COVERAGE, PHOTOGRAPHY, RECORDING

Photography, webcasting, press activity, audio and/or video taping is prohibited without the prior written consent by Show Management. Additional guidelines as established by the Rio All-Suite Hotel prevail and must also be adhered to if approval is granted.

EXHIBITOR INSURANCE

All exhibiting companies must carry General Liability Insurance. IHRSA, Wally Boyko Productions, and the Rio All-Suite Hotel do not maintain insurance covering an exhibitor's property. It is the sole responsibility of the exhibitor to obtain the appropriate amount and type of insurance to cover their property, agents or employees, from theft, damage by fire, accident, or any other cause. Show Management will not be responsible for any injury that may occur at exhibits or to an exhibitor's employees, or for the loss of, or damage to, any material from any cause whatsoever, whether in transit, or during Early Morning Workouts or the Trade Show, regardless of whether Show Management furnishes attendants, guards or night watchpersons. A General Liability Insurance Certificate is required from each exhibiting company naming IHRSA, Wally Boyko Productions, and its agents as additional insureds on the policy effective during the entire period of activity, including installation and dismantle dates and times. The Certificate of Insurance must be received at IHRSA within two weeks of receiving confirmation of exhibit space from Show Management.

SECURITY & LIABILITY

Reasonable precaution against damages or loss by fire, water, theft and other emergencies will be taken, including 24-hour security, but Show Management does not guarantee, nor insure the exhibitor against loss by reason thereof. In case the premises to be used by the exhibit shall be destroyed by fire or elements, or by any other cause, or in case any other circumstances shall make it impossible for Show Management to permit the said premises to be occupied by said exhibitor for use, herein specified, then and thereupon this agreement shall terminate and the said exhibitor shall and hereby does waive any claim for damages or compensation. It is agreed that IHRSA reserves the right to retain such part of the payments made by exhibitors for booth space as would be necessary to cover all expenses incurred by IHRSA incidental to the opening of the Trade Show, up to the time of cancellation.

REGISTRATION OF PERSONNEL

Show Management will provide all exhibitors with instructions on how to register their employees in the Exhibitor Services Manual. Employees of an exhibiting company will be given complimentary credentials to access the Trade Show floor at all times. Complimentary exhibitor registrations are not available for distributors of the exhibiting company's products or services, customers of the exhibiting company, or any non-employee of the exhibiting entity; in these cases, applicable registration fees may apply as detailed in the Exhibitor Services Manual. Failure to comply with this policy will result in penalty points on IHRSA's AMPS Report for each infraction noted, and the generation of a registration invoice at the onsite registration rates to be paid by the exhibiting company for all non-employees of the company that appear on the company's registration list, and may result in the forfeiture of future exhibiting opportunities.

MINORS ON THE TRADE SHOW FLOOR

Children under the age of 16 are expressly prohibited from being on the Trade Show floor at any time during exhibitor set-up and dismantle. During attendee Show hours, no child under the age of 16 is allowed on the Trade Show floor unless accompanied by a parent or adult guardian at all times, and under close supervision. In the event that a child under the age of 16 is not properly supervised, as determined by Show Management, or if the child's presence has generated complaints by trade show participants, Show Management reserves the right to expel the child and his/her parent or adult guardian from the Trade Show floor. Please note that Show Management strongly discourages parents and guardians from bringing children under the age of 16 onto the Trade Show floor at any time. Because this event attracts a high volume of participants and is comprised of companies that display industrial-sized fitness equipment and materials in elaborate exhibits, the Trade Show floor poses a serious safety and security hazard for children even when they are restrained in carriages or are under the direct supervision of an adult.

EXHIBITOR MEETINGS & ACTIVITIES

Display or demonstration items outside the exhibit area or scheduling of private functions, cocktail parties, or events during the period of set-up, show days or dismantle will be permitted only with the written permission of Show Management. Neither models hired for your booth space nor booth personnel may walk the aisles of the Trade Show representing or promoting a company product. No canvassing, advertising, displaying, demonstrating, or distributing items and/or literature will be permitted outside the company's own exhibit area without permission of Show Management. No materials or signs shall be posted, nailed or tacked to drapes or walls of the hotel hallways or Trade Show area. No flyers or other printed material will be allowed to be delivered to or placed under hotel guest room doors without Show Management's consent. Requests for a room block of eleven (11) or more guest rooms, meeting space, hospitality areas, and suites must be submitted in writing to Show Management for approval and assignment. Priority placement in these venues is given to event sponsors and exhibitors in full compliance with Show Management guidelines.

EXHIBITOR'S RESPONSIBILITY

Exhibitor booths must be staffed at all times during the regular Trade Show hours. An exhibitor of the Trade Show, and affiliated agents or employees, may not enter another exhibitor's booth space without the latter exhibitor's permission. Exhibitors shall abide by and observe all laws, rules and regulations of the federal, state, and city governments, as well as the trade show facility. All decorations and electrical wiring and fixtures must comply with local fire laws; state and local fire regulations must be followed. Exhibitors planning to serve or dispense food and/or beverages from their booths must contact IHRSA for information related to product sampling. All food and beverages must be purchased and cleared through the Rio All-Suite Hotel's catering department.

RULES & REGULATIONS CHANGES

Show Management reserves the right to add, change or modify the rules and regulations stated on this Exhibitor Contract as deemed appropriate to improve the Trade Show. All policies and procedures stated herein and as detailed within the Exhibitor Prospectus will be in effect until further notice.