



Section 7: Rules and Regulations

In this section you will find:

What is included in your exhibit space?	Page 57
Booth Display Types	Page 58
Standard/Linear Booth (10' depth)	Page 58
Corner Booth	Page 58
Perimeter Wall Booth (10' depth)	Page 58
Peninsula Booth	Page 59
Island Booth	Page 59
Ceiling Heights	Page 59-60
Exhibit Booth Display Regulations	Page 60
Signage	Page 60
Union Jurisdictions/Exhibitor Rights	Page 60
Fire and Safety Regulations	Page 60-61
Cash and Carry Prohibited	Page 61
Good Neighbor Policy	Page 61
Product Demonstrations	Page 61
FCC Requirements	Page 61-62
Sound Restrictions	Page 62
Lighting Restrictions	Page 62
Photography Regulations	Page 62
Age Restrictions To Exhibit Hall	Page 62
Equipment/Product Removal Pass	Page 62-63
Late Work Permits	Page 63
Food and Beverages	Page 63
Raffles / Games Of Chance	Page 63
Literature Disbursements, Giveaways, Surveys	Page 63
Americans With Disabilities Act	Page 63
Space Contract Terms and Conditions	
Las Vegas Hotel Fire and Safety Regulations	
GES Safety First Notice	



Alexis Park Exhibitor Manual



What is included in your exhibit space?

Security

Perimeter exhibit hall and Hotel security provided.

Cleaning

Parthenon Ballroom aisle carpet will be vacuumed and wastebaskets emptied (if placed by the aisles) each night of the show. Additional cleaning can be ordered from GES. Alexis Park Suites will receive daily house keeping service as requested.

Floor Managers

On-site floor managers for your assistance in Suite 2109.

Registration

Advance and on-site exhibitor registration. Each exhibiting company is eligible to receive five complimentary badges per 100 square feet of exhibit space (minimum of 10 badges).

Buyer Invitations

Upon request, CES will send you Buyer Invitations imprinted with your company name.

Press Room

CES provides a staffed press room in Suite 2551.

Shuttle Buses

CES offers complimentary express shuttle service every 10 minutes between the LVCC and Alexis Park 7:30 a.m.-6:30 p.m. Thursday-Saturday, January 5-7 and 7:30 a.m.- 4:30 p.m. Sunday, January 8. Complimentary shuttle bus service is also available to all official CES hotels from the LVCC and Sands.

Updates

The Exhibitor's Source, CES'online exhibitor newsletter is available monthly at www.cesweb.org/exhibitors/newsletter.

Directory

The CES Directory and Exporting Exhibitor Program upon receipt of the appropriate forms.

Website

Link from www.CESweb.org

QUESTIONS? Please contact CES Operations as follows:

Furniture removal Suite Cleaning Suite Questions Alexis Park Meeting Room Reservations	Jeri Willingham CES Operations	(319) 367-5787 (319) 367-0234 fax jbwillingham@lisco.com
Opportunities	Liz Tardif CES Promotional Opportunities	(401) 849-9300 (401) 849-0366 fax ltardif@CE.org
Catering, electrical, telephone/internet	Rachel Hender Alexis Park Convention Services	(702) 796-3323 (702) 796-6502 fax rachelh@alexispark.com
Room Requests	Linda Kaahui Alexis Park Group Rooms Coordinator	(702) 796-3361 (702) 796-6502 fax lindak@alexispark.com
GES order forms, labor, shipping	GES National Service Center	(800) 475-2098 (866) 329-1437 fax www.ges.com/contact
GES order forms, labor, shipping	Imelda Trevino GES Exposition Services 950 Grier Dr. Las Vegas, NV 89119	(702) 263-1584 (702) 263-1502 fax itrevino@ges.com



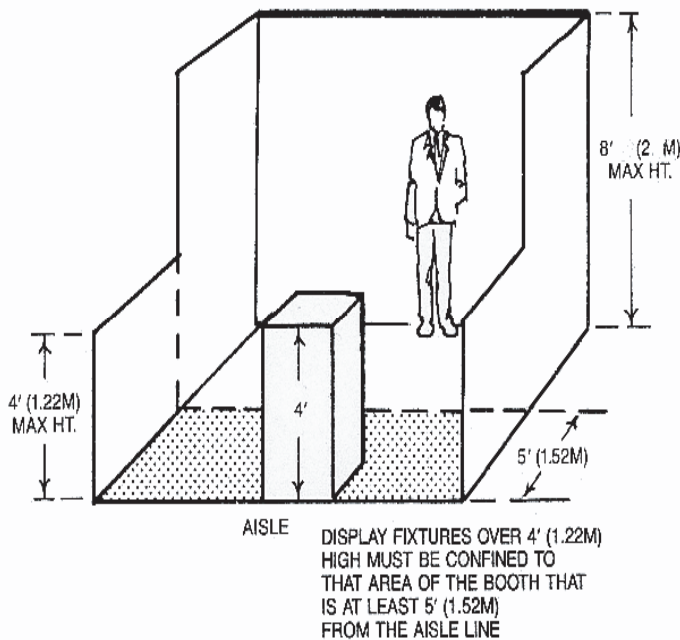
Booth Display Types

There are four types of Booth Displays: The Standard/Linear Booth, The Perimeter Wall Booth, The Peninsula Booth and The Island Booth. Please refer to the following regulations, which apply to your space type. The following booth display rules will be strictly enforced.

Standard/Linear Booth (10' depth)

A Standard/Linear Booth (10' depth) is any booth that shares a common back wall and abuts other exhibits on one or two sides.

Maximum height is 8'. This 8' height may be maintained on the side-wall of your booth up to a distance of 5' from the front aisle. The remaining length of the sidewall may be no higher than 4'.



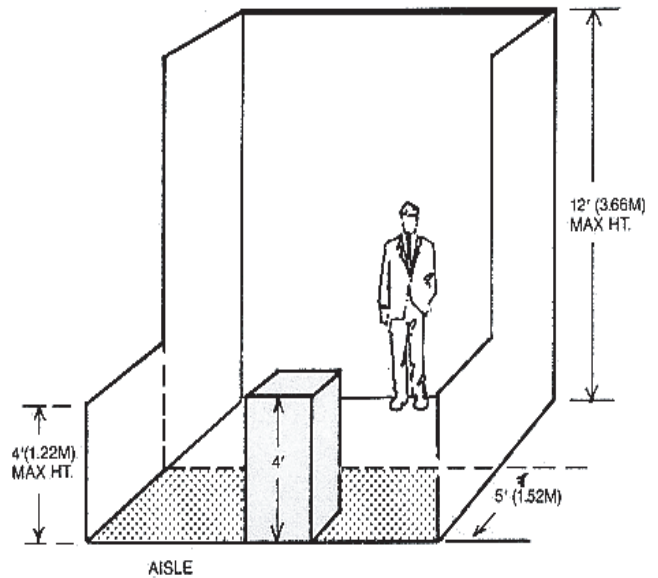
A **Corner Booth** is a Linear Booth exposed to aisle on two sides. All other guidelines for Linear Booths apply.

Please Note: Hanging signs are not permitted over Standard/Linear Booths.

Perimeter Wall Booth (10' depth)

A **Perimeter Wall Booth** is a Standard/Linear booth found on the perimeter walls of the exhibit floor.

The maximum height is 12'. This 12' height may be maintained on the sidewalls of your booth up to a distance of 5' from the front aisle. The remaining length of the sidewall may be no higher than 4'.



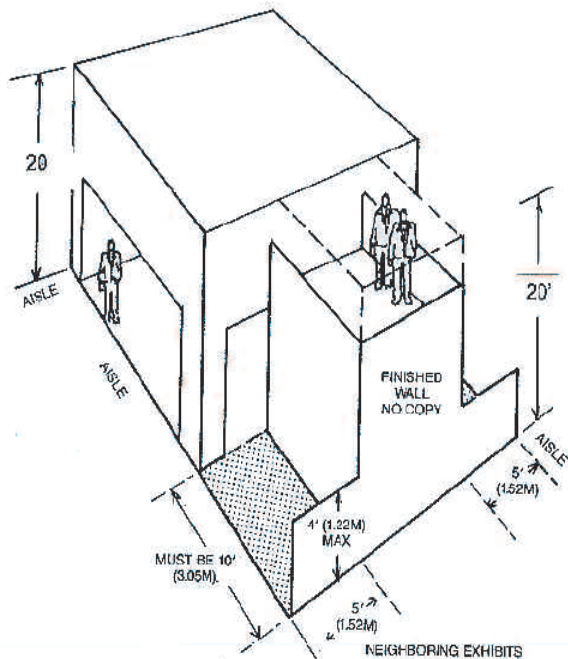
Please Note: Hanging signs are not permitted over Perimeter Wall Booths.



Alexis Park Exhibitor Manual

Peninsula Booth

A Peninsula Booth is any exhibit 20' x 20' or larger with a depth from the common back wall to the aisle of at least 20' and with aisles on three sides.



For a Peninsula Booth backed by a row of Standard/Linear Booths, the back wall may be no higher than 4' for a distance of 5' from either side aisle and 20' high in the center of the back wall. These height restrictions must be maintained for a distance of 10' from the back wall.

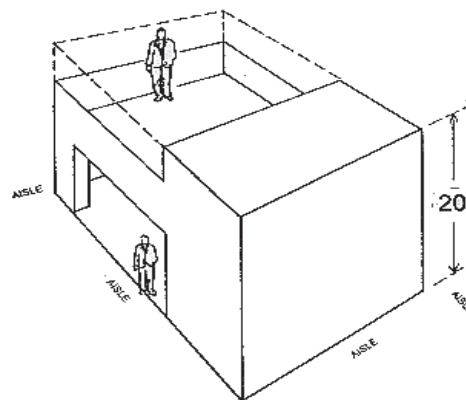
Where two (2) Peninsula Booths share a common back wall with no Standard Booths in between (also referred to as a Split Island), the maximum height may be 20' in all areas of the booth, including the back wall (same as Island Booth rules, below).

For all Peninsula Booths, the exterior of the back wall must be plainly finished and may not contain booth identification, logos or advertisements.

Hanging signs ARE permitted over Peninsula Booths.

Island Booth

An Island Booth is any exhibit 20' x 20' or larger and is surrounded by aisles on four sides.



A maximum height of 30' in all areas of your booth is allowed in North Halls 1-4 and Central Halls 3-5. A maximum height of 20' in all areas of your booth is allowed in Central Halls 1-2. A maximum of 22' in all areas of your booth is allowed in South Halls. There are no limitations on the number of solid walls for your Island Booth.

Hanging signs ARE permitted above Island Booths.

Ceiling Heights

The ceiling height in Alexis Park suites is 7' 9". Sprinkler heads and fluorescent lighting units drop down four (4) inches, where located. The Parthenon Ballroom ceiling height is 18'.



Exhibit Booth Display Regulations

These regulations are an integral part of the Exhibit Space Contract signed with CES, which is included in the back of this section. Adherence is essential to having an orderly, fair and safe show. Please read this information carefully as it is important that exhibitors are aware of these regulations and comply with them.

- **NEW THIS YEAR!** Exhibitors must own or have the rights to use all intellectual property (patent, trademark, copy right, etc) employed by them to promote their product at CES.
- Smoking is prohibited in all CES Show Locations.
- The fire and safety regulations listed below are very important. You must comply with the rules that apply to your exhibit.
- Any portion of a display that extends above or beyond that of the booth adjoining to the rear or side must be finished with paint or drapes at the expense of the exhibitor. Any portion of your booth facing an aisle must be finished.



Alexis Park Exhibitor Manual



- No signs or decorating materials may protrude into the aisles or encroach upon neighboring exhibits. All materials must be contained within the booth and may not be posted or distributed anywhere in the show facilities.
- CES Operations reserves the right to remove any exhibit, at the expense of the exhibitor, if the display does not meet the specifications set forth in this manual.
- If an exhibit interferes with the rights of other exhibitors or does not conform to prevailing standards of good taste, CES Operations may require immediate changes.
- Except where noted, all exhibits must be completely installed by 6 p.m. on January 4.
- No live animals are permitted under any circumstances.
- No balloons of any type (including helium or motor operated) are permitted.
- No stickers of any type are allowed on property.
- Any exhibitor who begins to dismantle or pack part of the exhibit before the close of the show may lose priority points or be denied participation in future shows.
- All exhibits must be freestanding and self-supporting. Booth configurations cannot be designed to obstruct the view of nearby exhibits, exits or doorways.

Signage

The International CES strives to be fair and offer support to all of its exhibitors. Concerns about exhibitors hanging banners and signage at the Alexis Park outside of their contracted space were voiced to show management. Consequently, at the 2006 International CES, any banners, signage or other promotional items found outside of an exhibitor's officially contracted area, or in a public area, will be immediately removed by CES Operations.

In our continued effort to create the best possible experience for exhibitors, CES has created a special promotional opportunity program to help High Performance Audio exhibitors maximize their presence throughout the Alexis Park. For further information on signage/banner locations, rates and availability, please contact Liz Tardif with CES Promotional Opportunities at (409) 849-9300 or via e-mail at ltardif@CE.org.

As allowed in previous years, signs and banners are permitted to hang outside the exhibit suite on the railing only. Dimensions of the signage for the railing are not to exceed a 15' length or 3' height.

Each exhibit suite has a window adjacent to the front door. You may use this window to display a sign from the interior or exterior of the window as long as it is affixed to the glass in an acceptable manner. The sign must be limited to the dimensions of the window which measure overall 32" x 54" (the window is a double, sliding window, each section measures 15" x 54", with a 2" overlap).

Some suites do not have access to the railings. Please contact Jeri Willingham to verify. For more information on dimensions, regulations or if your suite has a railing please contact Jeri Willingham with CES Operations at (319) 367-5787 or via e-mail at jbwillingham@lisco.com.

Union Jurisdictions/Exhibitor Rights

Full-time personnel of an exhibiting company may perform booth construction activities and set-up of product with the following exceptions.

Teamsters

- GES is the sole provider and operator of all motorized vehicles and equipment.
- Teamsters control all freight, banners and decorating.

Exhibitors

- Exhibitors may hand carry their shipment if contained to one (1) trip. Use of dollies are not permitted other than small, two-wheel luggage type.
- Exhibitor's full-time personnel may place their own product.
- Exhibitors choosing to use full-time company personnel must notify CES Operations in writing in accordance with policy and must furnish proof of insurance, both general liability and worker's compensation insurance.
- Exhibitors may use small power tools such as drills and electric screwdrivers.

This is a brief guide to common labor situations. Further information can be received from GES Exposition Services by calling (800) 475-2098 or sending an e-mail to www.ges.com/contact.

Fire and Safety Regulations

- Smoking is strictly NOT permitted in CES show locations at any time.
- Materials used in construction and decoration of an exhibit must be certified as flame retardant. Fabrics must be certified flame retardant or a sample must be available for testing. Materials that cannot be treated to meet the requirements may not be used. A flame-proofing certificate should be available for inspection.
- Flammable or combustible liquids are prohibited inside of buildings, except as approved by the hotel. Flammable thinners, solvents and paints, including aerosol cans, are strictly prohibited within the buildings.
- All exits and aisles must be kept clear and unobstructed. No furniture, signs, easels or displays may protrude into aisles.
- Fire hose racks, fire extinguishers and emergency exits must be visible and accessible at all times. This includes fire protection equipment located within exhibits. Exits and exit signs must not be covered by drapes or obscured from view by exhibit components.
- 110-volt extension cords shall be grounded three-wire, #14 or larger AWG, copper wire. Connectors must not be supported by cords. Two



Alexis Park Exhibitor Manual



wire "Zip Cords" are not permitted other than factory installed appliance connectors: these may not exceed 6' in length and must be UL approved with built in over-load protectors.

- Cube tap adapters are prohibited (uniform fire code 85.107). Multi-plug adapters must be UL approved and have built-in overload protection. Connectors must not be used to exceed their listed ampere rating.
- Electrical work under carpets must be done or supervised by the Official Contractor's electricians. All wiring on the floor must be Type "SO" cord, insulated to qualify for "extra hard usage", must be No. 12 AWG or larger, and must be protected against injury. All temporary wiring must be accessible and free from debris and storage materials. Hard backed booths must be at least 9 inches from rear booth lines and 18 inches between hard walls.
- No storage of any kind is allowed behind booths or near electrical service. Materials necessary to the exhibit must be stored within the exhibit. Electrical cords and connectors must be accessible and shall not be covered. Areas enclosed by solid walls and ceilings must be provided with approved smoke detectors. Materials for handouts must be limited to a one-day supply and must be stored neatly within the booth. All storage must be kept clear of electric cables or junction boxes.
- Designated NO FREIGHT aisles and hotel hallways must be maintained clear of crates and exhibit materials during move-in and move-out. These aisles are required for emergency access throughout the hallways and to expedite freight and empty crate moving.
- All empty cartons or crates must be labeled and removed for storage or they will be removed as trash. Crates or raw flammable materials are not to be used as exhibit supports.

Cash and Carry Prohibited

CES policy strictly prohibits over-the-counter sales (i.e.: cash, check, or credit card). Only bona fide business orders for future delivery are permitted. CES reserves the right to close down booths in violation of this regulation.

CES Show Management and representatives from the Clark County Business License office will be walking the show floors on show days looking for exhibitors violating this policy. Should any exhibitors be found in violation of this policy, CES Show Management will take the proper steps to shut down the exhibitor's booth immediately. This action will be strictly enforced.

Please be sure to share this information with those staffing your booth on-site. We appreciate your attention to the serious nature of this policy, and ask all exhibitors to adhere to this important regulation.

Good Neighbor Policy

Any exhibitor using audio or video content in their booth or suite for the purpose of demonstrating equipment or otherwise hereby agrees that such content shall be appropriate for a general audience, and agrees to refrain from using content that may be considered offensive to such an

audience. In the event of a complaint from any person regarding the content used by an exhibitor, CES will investigate and if, in the sole discretion of CES such content is determined to be offensive, exhibitor agrees to cease using such content. In the event the exhibitor refuses CES' request, or a subsequent complaint is filed against the same exhibitor, CES reserves the right to shut off the power to exhibitor's booth until the exhibitor complies with CES' request. Repeated violations of this policy can, at CES' discretion, result in expulsion from the Show.

Product Demonstrations

A maximum noise level of 85 dB will be maintained on the exhibit floor and in suites, a standard which is endorsed by the International Association of Exposition Managers (IAEM).

Product demonstrations are permitted. Please abide by the following regulations:

- In booths 10' deep, demonstrations must be set back a minimum of 3' into the booth. Booths greater than 10' in depth, the demonstration must be set back a minimum of 10'. This allows room for the viewing attendees to be contained within the booth limits.
- CES has instituted a "No Tolerance" policy. Demonstrations found to be objectionable due to noise level or vibration level (dB or SPL) or blocking traffic flow may be closed down at the discretion of CES Operations.
- Exhibitors shall be responsible for supervising the actions of all visitors and employees operating display equipment in their area.
- All product demonstrations must be contained wholly within the purchased exhibit space.

FCC Requirements

Most electronic equipment that uses radio frequency energy, must meet Federal Communications Commission (FCC) regulations limiting such emissions and must receive a grant of the appropriate equipment authorization from the FCC prior to being manufactured, imported or marketed. Equipment requiring such an authorization, which is displayed at CES must either have already received the necessary FCC authorization or must be accompanied by the following notice conspicuously displayed:

"This device has not been approved by the Federal Communications Commission. This device is not, and may not be, offered for sale or lease, or sold or leased until the approval of the FCC has been obtained."

Radio frequency devices that could not be granted an equipment authorization or operated legally, may not be advertised, displayed or sold. Failure to follow these guidelines, as well as other appropriate FCC rules, is a violation of federal law (47 U.S.C. Section 302(b)). It is anticipated that FCC investigators will attend CES looking for such violations.



Alexis Park Exhibitor Manual



For further information regarding the types of equipment that require FCC authorization, see the FCC Rules at 47CFR Section 2.803, or contact the FCC Laboratory headquarters at (301) 362-3041 or visit them online at www.fcc.gov.

Sound Restrictions

A maximum noise level of 85 dB will be maintained on the exhibit floor, a standard which is endorsed by the International Association of Exposition Managers (IAEM).

The CES noise abatement policy is as follows:

- Exhibitors demonstrating audio equipment in an open display should use a sound chamber or acoustically contained area to keep the sound level from intruding on any adjacent exhibits. Loudspeakers of any kind must be directed toward the interior of the demonstrator's exhibit space. Speakers may not face aisles or other exhibitors' booths.
- When demonstrating audio equipment within an enclosed demonstration room, position subwoofers away from walls that abut neighboring exhibitors. Sonic vibration and SPL nuisance complaints will be acted upon by CES Operations; if situations are not rectified by the offending party, CES Operations reserves the right to shut down exhibits.
- While demonstrating audio equipment contained in a vehicle on display in the exhibit area, the vehicle's doors and windows must be closed.
- Demonstrations found to be objectionable due to noise or sound pressure/vibration level will be closed down.
- Exhibitors shall be responsible for supervising the actions of employees, visitors or spectators testing display equipment located in their exhibit area. Exhibitors must make every effort to respond to neighboring exhibitors' complaints concerning noise, sound and/or vibration nuisances.

CES Operations will intervene if necessary, and reserves the right to shut down exhibits deemed objectionable. Floor managers in each show location will rove through the exhibit areas monitoring the decibel level during show hours. Measurements will be taken at a distance no greater than 10' from the offending display. After measuring a continuous decibel level of greater than **85 dB**, following a complaint being registered by a spectator, a neighboring exhibitor or personal observation by a roving designate, the following procedures will be strictly enforced as follows:

First Warning:

- Violating exhibitor will be given a written notification of the warning.
- Booth power may be turned off for one hour.

Second Warning:

- Violating exhibitor will be given a written notification of the 2nd warning.
- Booth power may be turned off for one hour.

Third Warning (Final):

- Violating exhibitor will be given a written notification of the 3rd warning.
- Booth power may be turned off for one hour.

Lighting Restrictions

- Neon is acceptable so long as it is in accordance with local neon regulations.
- Small flashing-chaser lights are permitted in a booth to a maximum height of 8'.
- Strobe, rotating and garish neon lighting are not permitted.
- Lighting should be directed to the inner confines of the booth space and not project onto other exhibits or show aisles.

Photography Regulations

CES will allow cameras on the show floor. However, media are required to obtain passes/stickers from the Press Room for their camera equipment. Exhibitors and attendees may take pictures within the show for purposes of company or annual reports, company media pieces, marketing materials, etc. Under no circumstances will anyone be permitted to take pictures of an exhibitor's product without permission of the exhibitor. Many products on display at CES are innovative, one-of-a-kind or prototype items. Exhibitors have the right to report to security any instance of inappropriate photographing of company products or displays.

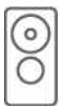
Age Restrictions To Exhibit Hall

No one under the age of 16 is permitted in the exhibit hall or suites at any time without signing a liability waiver and obtaining a child wristband for \$25 per day, from the registration area.

Equipment/Product Removal Pass

Product may be removed from the exhibit floor or suites with a merchandise pass beginning one hour before show closing. A maximum of five merchandise passes are available only to exhibitors who present the proper exhibitor credentials and personal identification. Merchandise passes are available from the CES Operations office in Suite 2109 at Alexis Park.

Only exhibitors, manufacturers and manufacturers' representatives will be permitted to remove merchandise from the show location with the proper pass.



Alexis Park Exhibitor Manual



If you are leaving your display with a local retailer, it should be shipped out as freight or hand carried after the close of the show on Sunday, January 8 at 4 p.m.

Information and arrangements for transportation can be made by contacting CMAC at (401) 826-4100 or on-site by contacting their office or CES Operations.

Late Work Permits

Installation will begin on January 3, 2006 at 2 p.m. and continue until 7 p.m. On January 4, installation and dismantle hours are from 8 a.m. - 7 p.m. Should you require access to the exhibit hall outside these hours, you must obtain prior approval and Late Work Permits from a CES Operations in Suite 2109 by 2:30 p.m. the day the late work is to occur, and every late-work day thereafter.

Food and Beverages

The Alexis Park has catering services that must be used for all in-house food and beverage; this includes water bottles and food items with your company name or other logo. Exclusive contracts prohibit food and beverage from being supplied by an outside vendor. Please see the section labeled Utilities and Catering for order forms.

Exhibitors planning to distribute food items from their booth (other than candy, fortune cookies, etc.) must have prior approval from both CES Operations and the catering service at the Alexis Park.

Raffles / Games Of Chance

Raffles ARE allowed within your booth. However, Nevada state law prohibits them if money is involved. Exhibitors considering a raffle, game of chance or the use of a slot machine in their booth should contact the Nevada Gaming Control Board at (702) 486-2000.

Literature Disbursements, Giveaways, Surveys

Literature, samples and giveaways must be disbursed from within your booth. Surveys may not be conducted outside of your booth. Corporate greeter sponsorships are available; call Liz Tardif with CES Sponsorship Opportunities at (401) 849-9300 or e-mail ltardif@CE.org.

No "stick-on" decals or other similar adhesive backed promotional items may be distributed or used in the show locations.

No balloons of any kind may be used for giveaway. Any damage to the show locations caused by such unauthorized giveaways will be paid for by the party responsible.

Americans with Disabilities Act

Exhibitors acknowledge their responsibility under the "Americans with Disabilities Act" (ADA) to make their booth accessible to handicapped persons. Exhibitors shall indemnify and hold harmless CEA, International CES, and the show locations against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with requirements under the ADA.

2006 International CES Space Contract

Terms and Conditions

1. TERMS OF PAYMENT: Companies submitting an Application and Contract during the priority space selection period (January 6-9, 2005) will be billed for the initial 20% payment with payment due on or before March 1, 2005. The following schedule outlines the payment dates for all Applications and Contracts, with each step shown sequentially and on a cumulative basis.

A. **20% of the Exhibit Space Cost is due upon application, when an application and contract is submitted on or before May 31, 2005.**

B. **A cumulative 60% of the Exhibit Space Cost is due by June 1, 2005.** 60% of the Exhibit Space Cost is due upon application when an application and contract is submitted on or after June 1, 2005, and on or before September 30, 2005.

C. **The entire 100% Exhibit Space Cost is due by October 1, 2005.** 100% of the Exhibit Space Cost is due upon application when an application and contract is submitted on or after October 1, 2005.

Make all checks payable to **International CES**. Please send payment to P.O. Box 79418 Baltimore, MD 21279 - 0418. Payment is due **immediately** upon CES acceptance of this contract. If the name of the exhibiting company is different than the name on the check, indicate it on the check. Please calculate your requested exhibit space cost and submit a payment (**U.S. currency only**) in accordance with the terms of payment in Section 1. Only the company name listed on this Application and Contract is considered an official CES Exhibitor. **All exhibitors must make payments in accordance with the schedule outlined above.** Under no circumstances will the Exhibitor be permitted to occupy its exhibit space if full payment has not been received. Payments submitted in accordance with the Application and Contract will be applied, first, to any outstanding balances from previous CES events, including the Innovations Awards program. Application and Contracts will not be processed until all prior financial obligations have been met. Late payments, partial payments, or any checks or money orders marked as being payment in full or as being settlement of any dispute may be accepted without forfeiting CES rights under this agreement or the law. Exhibitors who submit payments that are unpaid by their banks will be placed on a cash basis. Any Exhibitor who does not meet all financial obligations when due will be responsible for all outstanding debts and interest at one and one-half percent (1 1/2%) per month, compounded monthly, and any fees or expenses, including, but not limited to attorney's fees of no less than 33.3% of the unpaid principle and interest.

Failure to make payments does not cancel exhibitor's liability. Space cancellation notices must be submitted to CES in writing, and cancellation fees will be owed according to the terms outlined in Section 4 below.

2. OCCUPANCY BY EXHIBITOR: It is further agreed that actual occupancy of the space (including meeting rooms) reserved by the Exhibitor is of the essence. If the Exhibitor does not occupy the space by 2:00 p.m., Wednesday, January 4, 2006, CES may occupy or cause said space to be occupied as it may deem best for the interest of CES without in any way releasing the Exhibitor from any liability hereunder. Furthermore, if the Exhibitor does not occupy/staff the space, all rights of a CES Exhibitor (such as Press Room distribution, etc.) will be revoked. All exhibits/displays must remain staffed and fully in tact until 4:00 pm., Sunday, January 8, 2006. Premature dismantling of and/or failure to fully staff said space during the entire show will result in the loss of one priority point.

3. OUTBOARDING: Any company not exhibiting at CES non official venue for one year but holding an exhibit demonstration or display in a Clark County, NV hotel, suite, meeting room, or other non-CES venue during the show will lose priority points which will affect space selection order at future shows. If an Exhibitor cancels its official space and outboards in any non-official exhibit venue during CES showdates then the Exhibitor will lose all of priority points for future shows.

4. CANCELLATION BY EXHIBITOR: All cancellations must be in writing to: 2500 Wilson Blvd., Arlington, VA 22201 - 3834, USA return receipt requested and shall become effective when received by CES. Both the Exhibitor and CES acknowledge that CES will sustain substantial losses if the Exhibitor cancels its Application and Contract. Even though CES will exercise its best efforts to mitigate the damages associated with the Exhibitor cancellation, the parties agree that Producer will nevertheless incur substantial losses that cannot be precisely determined. Due to the difficulty of determining and providing said losses, the Exhibitor agrees to pay the following as liquidated damages if the Exhibitor cancels its exhibit space on or within the time periods specified below. **Should the Exhibitor cancel all, or part, of the exhibit space contracted for hereunder after the date CES accepts and signs this Application and Contract, Exhibitor is liable for:** a) 20% of the total exhibit space cost if cancellation is made by May 31, 2005, or b) 60% of the total exhibit space cost if cancellation is made between June 1, 2005 and September 30, 2005; or c) 100% of the total exhibit space cost if canceled on or after October 1, 2005. All payments made or due to CES shall be fully earned and non-refundable, in consideration for expenses incurred by CES and its lost or deferred opportunity to provide exhibit space to others. All cancellation fees that may become due hereunder are acknowledged by the Exhibitor as liquidated damages and are not applicable toward any future CEA sponsored shows or events. CES will invoice Exhibitor for cancellation fees in excess of payments. Invoices for cancellation fees are due upon receipt. This balance must be paid in full before exhibitor can exhibit in any other CES or CEA events.

Exception: Exhibitors submitting Application and Contracts during the on-site priority space selection held January 6-9, 2005 shall be entitled to a ten (10) calendar day grace period during which time all or part of the exhibit space contracted for hereunder may be canceled without incurring space reduction penalties or cancellation fees. CES must receive **written cancellation** by no later than **January 19, 2005**, to qualify for the full credit and/or refund.

5. CANCELLATION BY SHOW: Exhibitor's space may be canceled by CES for failure to make payments when due or failure to comply with CES regulations. If space is canceled by CES, Exhibitor will be notified in writing. It is further agreed that based on the timing of such cancellation, as evidenced by letter notification, the Exhibitor is liable for the same cancellation charges as referred to in Section 4. Upon such cancellation, CES may lease the canceled space to another exhibitor at its discretion. CES will invoice Exhibitor for cancellation fees in excess of payments. Invoices for cancellation fees are due upon receipt. If the Exhibitor cancels its participation, the Producer may, at its discretion, cancel all other contracts between the Exhibitor and the Producer.

6. SPACE REDUCTION: All space reduction requests must be in writing and shall become effective when received by CES. A fee of 20% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space, requested in writing by the Exhibitor, will be charged on any reductions requested after the date CES accepts the Application and Contract, through May 31, 2005. Between June 1, 2005, and September 30, 2005, the penalty increases to 60% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space. The Exhibitor will be responsible for the entire 100% cost of the originally assigned exhibit space contract regardless of any space reduction requests on or after October 1, 2005.

Any company having downgraded their original exhibit space request and holding an exhibit, demonstration or display in a Clark County, NV hotel, suite, meeting room, or other venue during the Show will forfeit 5 priority points for the first 50% of space downgraded and 5 priority points for every 100 square feet of space downgraded above 50%. Such activity may affect exhibit space selection order at future shows.

7. DIRECTORY LISTING/SEPARATE EXHIBITOR REGISTRATION: Only the name of the Exhibitor which appears upon the face of this Application/Contract may be placed in the exhibit space, in the Show's printed list of Exhibitors and on exhibitor badges. **It is further agreed that the Exhibitor shall not assign, share or sublet any part of its exhibit space without the express written consent of CES.** In the event a request for separate exhibitor registration and/or additional directory listing is approved, a \$850 fee will be charged for each additional company. **See Clause 8 for additional information regarding shares.** CES maintains the exclusive right to publish and distribute the list of Exhibitors. However, a publisher may include the list of Exhibitors as part of an ongoing publication. As a service to Exhibitors, CES will identify in the Official Directory each Exhibitor who completes and returns the necessary directory listing form by the established deadline; however, CES will incur no liability for any errors, omissions or format changes in the directory. The Exhibitor agrees to list in the Official Directory only brands of its own manufacture, or brands which are manufactured exclusively for the Exhibitor, and which bear the Exhibitor's name or trademark.

8. SHARE POLICY: International CES will allow share exhibitors within a booth only if they meet the following criteria:

- the share company is a subsidiary or division of the primary company, or
- the share company has a distributor relationship with the primary company, or
- there is an equity relationship between the share company and primary company
- For Alexis Park exhibitors only, due to the nature of the exhibits at this venue, a share may be permitted as long as the shared exhibit space is contained to one exhibit room.

The share company will earn one priority point per year. Each share company must complete an exhibit space application and pay an \$850 share fee, due in full with contract submission. CES must receive notification from the primary company, on their letterhead, indicating approval and acceptance of the share company within the primary company's booth.

It is at the discretion of CES to approve and accept share contracts based on the criteria above. If CES has evidence or knowledge that any of the facts presented by the primary or share company are not valid or true, CES will not accept the share contract and the share company will not be permitted to exhibit at CES in a share capacity.

9. ATTENDANCE: CES makes no representations or warranties with respect to the demographic nature and/or volume of exhibitors and/or attendees at any particular location at CES.

10. REGULATIONS: It is further agreed that all current and subsequent CES conditions and regulations of the Las Vegas Convention Center, Sands Expo and Convention Center, Las Vegas Hilton, Alexis Park Renaissance Las Vegas, and any other facilities used by CES are made a part hereof as though fully incorporated herein. CES shall have full and exclusive power in the matter of interpretation, amendment and enforcement of all said conditions and regulations, and any such amendments when made and brought to the notice of said Exhibitor shall be as though duly incorporated herein and subject to the terms and conditions herein set forth. If a dispute or disagreement shall arise between the parties concerning the allotment of or permitted use of exhibition space or concerning interpretation of any of the regulations which are a part hereof the decision and interpretation of CES shall be final and the Exhibitor hereby agrees to abide by said interpretation which, if requested, shall be in writing.

11. FORCE MAJEURE: It is further agreed that in case said premises shall be destroyed by fire or the elements, or by any other cause, or in case of government intervention or regulation, military activity, strikes, or any other circumstances that make it impossible or inadvisable for CES to hold the Show or portion thereof at the time and place herein provided then and there upon this agreement shall terminate and the said Exhibitor shall and does hereby waive any claim for property or other damages or compensation except the pro rata return on the amount paid after deduction of actual expenses incurred in connection with the Show and there shall be no further liability on the part of either party. This Application and Contract is subject and subordinate to the agreements between the Las Vegas Convention Center, Sands Expo and Convention Center, Las Vegas Hilton, Alexis Park, Renaissance Las Vegas and any other facilities utilized by CES, and covering the CES exhibit areas at these properties (and other facilities which may be used) for the period of the 2006 International CES, move-in through move-out.

12. GOVERNANCE: The contract and all rights and obligations of the parties relating hereto shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any conflicts of law rules that would cause the application of the laws of any other jurisdiction. At CES's option, any controversy or claim arising out of or relating to this contract or the breach thereof (except for an action for injunctive relief) may be resolved by arbitration held in Arlington County, Commonwealth of Virginia, in accordance with the Rules of the American Arbitration Association in effect at the time the arbitration is initiated, and judgment upon the award rendered by the arbitrators may be entered in any court jurisdiction thereof.

13. EXHIBIT SPACE AMENDMENTS: This Application and Contract indicates your original exhibit space assignment. Any changes to your assignment will be indicated to you on a contract addendum.

form. CES further reserves the right to move or reallocate exhibitor's booth space to a new location in the interest of a better showing of exhibits, or it may cancel this agreement for the betterment of the overall Show or for any other reason deemed necessary by the Producer. Exhibitors will be notified in writing of such movement. All terms of the contract, including cancellation policy, remain in effect upon such movement of booth space by CES. If booth space is purchased by any type of aggregator and then subleased to companies who are otherwise eligible to exhibit at CES (to be listed under the aggregator's names), it is the responsibility of the aggregator to provide a copy of all terms and conditions of this contract to each sublessee. Aggregator hereby agrees to indemnify CES from any liability including, but not limited to, legal action that the sublessee may take against CES.

14. OPERATION OF EXHIBITS: Exhibits must be designed and operated in a manner that respects the rights of other exhibitors and visitors. The following are prohibited: preparation of food, promotional contests that require physical skill, promotion of other industry expositions without prior consent of CES, and unauthorized taking of photographs. Personnel must be dressed appropriately and confine their activities to the exhibit space of the Exhibitor. Exhibitors are responsible for payment of fees, royalties or fines for use of work that is protected by copyright, patent or trademark. CES reserves the right to prohibit promotions found objectionable. Booths must be staffed at all times during scheduled exhibit hours, unless prior written permission is received from show management. Booth personnel must be 16 years of age or older.

15. BOOTH CONSTRUCTION: All Exhibitors are expected to comply with booth construction regulations outlined in the Exhibitor Manual. It is the Exhibitor's responsibility to supply these regulations to its exhibitor appointed contractor.

16. CHARACTER OF EXHIBITS: Products eligible to be exhibited include consumer and workstyle technology products and related accessories. The Exhibitor agrees to display only products of its own manufacture, or products exclusively manufactured for, or distributed by, the Exhibitor and which bear the Exhibitor's name or trademark. CES reserves the right to order withdrawal from display any items which, in its opinion, do not comply with these requirements.

17. CONTENT: CES reserves the right to exclude the showing of film, photos, games or other software in the exhibit area which are deemed objectionable, including explicit or simulated sex, nudity, bloodshed or mutilation. (Adult only call and escort services, and the promotion of the same are not permitted at CES.) CES will disconnect the electricity of, or close the exhibit of any Exhibitor deemed to violate these rules.

18. GOOD NEIGHBOR POLICY Any exhibitor using audio or video content in their booth for the purpose of demonstrating equipment or otherwise hereby agrees that such content shall be appropriate for a general audience, and agrees to refrain from using content that may be considered offensive to such an audience. In the event of a complaint from any person regarding the content used by an exhibitor, CEA will investigate and if, in the sole discretion of CEA, such content is determined to be offensive, CEA will request exhibitor to cease using such content. In the event the exhibitor refuses CEA's request, or a subsequent complaint is filed against the same exhibitor, CEA reserves the right to shut off the power to the exhibitor's booth until the exhibitor complies with CEA's request. Repeated violations of this policy can, at CEA's discretion, result in expulsion from the Show.

19. OUTDOOR EXHIBIT SPACE: It is the responsibility of the Exhibitor to supply their own tent or canvas covering for their outdoor display, should they decide to use one. No refunds will be provided for inclement weather or other forces of nature that may limit display activity.

20. POLICY ON SELLING: Over the counter sales (i.e., cash, check and/or credit cards) are not permitted. Only bona fide business orders for future delivery may be taken. Violation of this provision will result in expulsion from CES. **THIS POLICY IS STRICTLY ENFORCED**

21. FOOD AND BEVERAGE SERVICE: ARAMARK has the exclusive rights to all Food and Beverages at the Las Vegas Convention Center Facility. Additionally the Sands Expo and Convention Center, Las Vegas Hilton, Alexis Park, and Renaissance Las Vegas have exclusive rights to food & beverage at those facilities. Food & beverage consumed, prepared, or distributed, including Food or Beverage items used for promotional purposes, must be purchased through ARAMARK or other exclusive provider and are subject to regulations and permit requirements of the Clark County Nevada Health District, the Las Vegas Convention Center and ARAMARK, or other exclusive provider.

22. LIABILITY AND INSURANCE: Exhibitors seeking to install their own booth/display must comply with all state and federal laws and/or regulations and must comply with any/all laws, rules, or regulations related to booth installation/dismantling. Exhibitor must have a commercial general liability policy of not less than \$250,000 naming CES, Las Vegas Convention and Visitors Authority, Sands Expo and Convention Center, Las Vegas Hilton, Alexis Park, and Renaissance Las Vegas as additional insureds. This policy must be made available upon request.

The Exhibitor and its authorized contractors agree to carry adequate personal and property damage liability and workers' compensation insurance and to indemnify and hold harmless CES, the Las Vegas Convention Center, Sands Expo and Convention Center, Las Vegas Hilton, Alexis Park, Renaissance Las Vegas and other facilities utilized by CES and their contractors, officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees resulting from its occupancy of the exhibit space contracted for, by reason of personal injuries, death or property damages sustained by any person. Certificates of insurance must be furnished by Exhibitor if requested by CES and must be available on-site during the show. Failure by CES to request proof of insurance shall not relieve Exhibitor from carrying proper coverage. The Exhibitor understands that neither CES nor the Las Vegas Convention Center, Sands Expo and Convention Center Alexis Park, the Las Vegas Hilton or other facilities used by CES maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

23. RESPONSIBILITY FOR PROPERTY: In no case will CES be responsible for theft, loss or damage to Exhibitor's product or booth, unless the responsibility is a direct and sole result of the actions of CES or its employees. Exhibitor agrees that it is wholly responsible for protecting its property on and off Show premises. Exhibitors are encouraged to secure their exhibits and products and should insure their property (from the time it leaves their warehouse until it returns) at their own expense.

24. RECEIPT AND REMOVAL OF FREIGHT: No exhibit or portion thereof may be removed from the exhibit facility during the Show. Only Exhibitors showing proper exhibit credentials and personal identification will be permitted to take merchandise out of the facility. If any Exhibitor fails to remove its freight in the allotted move-out time, CES reserves the right, at the Exhibitor's expense, to ship the freight through a carrier of its own choosing or to place same in a storage warehouse. (Please refer to your Exhibitor Manual for additional information.)

25. EXHIBIT SET-UP: A clean floor policy will be in effect during move-in. On Tuesday, January 3, 2006, all crates must be empty and labeled by 6:00 p.m. and will be removed regardless of status at 10:00 p.m. On Wednesday, January 4, 2006, all exhibits must be set by 2:00 p.m.; all cartons, fiber cases and packing material must be empty and labeled by 1:00 p.m.; and all aisles must be 100% clear by 7:00 p.m. This day is scheduled for product testing, booth fine-tuning, and rehearsals.

Exhibits not set up by 2:00 p.m. on Wednesday, January 4, 2006 will revert to CES no further obligation to Exhibitor; and fines may be assessed for non-compliance at the discretion of Show Management. No refunds will be made to Exhibitor for space assigned and not occupied.

26. EXHIBIT CONSTRUCTION, DECORATION, SIGNS, ETC.: Exhibitors are solely responsible for the safety of their exhibits (refer to your Exhibitor Manual for additional information). All special booth work must conform with CES' exhibit regulations. Such approval and/or compliance with CES regulation does not constitute CES approval or opinion on the structural safety of construction. The Exhibitor and its display company remain solely liable for the safety of their exhibit. Exhibitors may choose any display company provided it meets CES' requirements for exhibitor appointed contractors and it provides CES with a certificate of liability insurance and signed indemnification agreement no later than 30 days prior to the Show (see exhibitor appointed contractor approval). All bunting, draperies or other fabrics must be fireproofed before use in the decoration of any exhibit. Paper decorations, cut evergreens or branches and helium balloons are not permitted. Exhibitors must comply with all the laws, regulations and ordinances in force in the exhibit facility(ies). City of Las Vegas, the State of Nevada and the United States.

27. EXHIBITOR APPOINTED CONTRACTOR (EAC) APPROVAL: An Exhibitor Appointed Contractor (a contractor not listed in the Exhibitor Manual) may be used provided CES obtains 30 days in advance: 1) Notification of Exhibitor's intent to use the exhibitor appointed contractor; 2) Proof of the exhibitor appointed contractor's workers' compensation and personal property damage liability insurance coverage; 3) Signed EAC Indemnification Statement. Use of exhibitor appointed contractors is subject to their acceptance of CES' EAC contract. EAC must be on the approved EAC list at the show facility at which it is performing the work. CES may deny access by or use of any exhibitor appointed contractor if these specific requirements are not met in the opinion of show management. If an Exhibitor brings an exhibitor appointed contractor or other contractor into the exhibit facility, that Exhibitor is responsible for that contractor's workers' compensation and liability insurance certificates and must send them to CES, the exhibit facility, and the general contractor. Under no circumstances will CES be responsible for work promised or performed by an EAC.

28. SPECIAL ELECTRICAL, CLEANING, CATERING SERVICES, ETC.: For insurance, safety and security purposes, electrical, cleaning, catering, drayage and other special services needed by individual Exhibitors are provided only when the Exhibitor orders and agrees to pay for these services from the exclusive suppliers authorized to provide such services listed in the Exhibitor Manual.

29. FLOOR PLANS: CES publishes floor plans that are provided by the exhibit facility and are believed to be correct. CES encourages Exhibitors to verify these floor plans directly with the exhibit facility.

30. AMERICANS WITH DISABILITIES ACT (ADA): Exhibitors must be in full compliance with the Americans with Disabilities Act.

31. PUBLICATION DISTRIBUTION: Exhibitors may distribute their own written materials from their exhibit(s) and, unless permission is granted by CES, not outside their exhibit. Publication bins, if available, are restricted to approved, nationally distributed publications and, if applicable, the official CES Show Daily. Other "show dailies" may not use the bins.

32. EXHIBITOR BADGE POLICY: Exhibitors will receive five (5) complimentary badges per 100 square feet of exhibit space. All companies will receive a minimum of 10 badges, including those companies paying the \$850 registration fee (refer to 7). All additional badges will be charged at \$10 per badge during pre- and on-site registration.

33. SECURITY: Exhibitor accepts that CES may take actions to maintain attendee security. CES has sole discretion in taking such action and cannot be held responsible for maintaining show access, for economic losses, or for damage or loss of exhibitor property, as a result of any action taken by CES in furtherance of show security.

34. ASCAP/BMI: Exhibitors are responsible for all applicable ASCAP/BMI music licensing fees. No fees are required if music is used to demonstrate product capability.

35. If any portion of this Application and Contract is changed or determined to be unenforceable, all other terms and conditions remain in full force and effect.

36. AMENDMENTS: CES shall have full power to make or amend its regulations, terms and/or show dates.

37. VIOLATIONS OF REGULATIONS: CES may take enforcement action at its discretion up to and including closing Exhibitor's booth, for violation by Exhibitor of CES Rules and Regulations or Exhibitor's breach of the terms of this Agreement. If CES shuts down Exhibitor's booth due to Exhibitor violating CES Rules and Regulations, exhibitor will not receive a refund or damage compensation from CES. Repeated violations may result in Exhibitor's being banned from participation in CES.

38. NO-ORAL MODIFICATION CLAUSE: This Application and Contract may not be orally modified. Only a modification in writing, signed by an authorized representative of CES will be enforceable.

39. EXHIBITOR INTELLECTUAL PROPERTY: Exhibitor warrants that it owns the rights for all intellectual property (patent, copyright, trademark, etc.) to be used by Exhibitor for promotion or exhibition at CES, and agrees to defend, at Exhibitor's expense, and to indemnify CEA/CES for any action brought against CEA/CES arising out of any dispute concerning intellectual property.

40. CES PUBLICITY AND PROMOTION: CEA shall have the non-exclusive right to use the name of Exhibitor in both print and broadcast advertising media in connection with the promotion and publicity of CES.

41. PRIORITY POINTS: For exhibitor who has already contracted and paid for one CES booth space (regardless of size), additional space secured via contract and payment after October 1, 2005, will not have any effect on CES space selection time or standing.

42. SPACE LIMITATIONS: The maximum total square footage any one exhibitor is permitted to select is a total of 25,000 square feet in any one hall.