

H.A. BRUNO, LLC
 210 East Route 4 - Suite 304
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SHOW LOCATION:
 International Exposition
 (I-X) Center
 Cleveland, OH
 SHOW DATES:
 April 18 – 19, 2012

EXHIBITOR NAME _____

ADDRESS _____

CITY/STATE/ZIP/COUNTRY _____

CONTACT RESPONSIBLE FOR BOOTH _____ PHONE# () _____

TITLE _____ FAX# () _____

EMAIL _____ WEBSITE _____

PREFERRED BOOTH LOCATION(S): Standard Price: \$23.50 per net square foot

Booth #	Size	Cost
1 st Choice		
2 nd Choice		
3 rd Choice		

CPP EXPO 2012 Website and Pre-Promotion
 Purchase hyperlink from CPPEXPO.com Exhibitor list or reach attendees through a pre-show email.
 Please Circle Preferences

URL (website address):

Hyperlink	\$75.00
Hyperlink - with Corporate Logo	\$250.00
Pre-Show Email Promotion	\$100.00

FOR H.A. BRUNO USE ONLY	
Accepted: _____	Date: _____
Space assigned for CPP EXPO _____	Total: _____
PAYMENTS	
DATE	AMOUNT REC'D
_____	_____
_____	_____
_____	_____
TOTAL _____	

All payments due to the Organizer whether for booth space or otherwise must be in \$U.S. drawn on a U.S. bank made payable to H.A. Bruno, LLC, or wired (\$U.S. only) directly to our account.

When accepted by H.A. Bruno, LLC this document becomes a binding contract, the terms of which are set forth on both sides of this document.

Payment of 20% of this exhibit fee is required upon exhibitor's return of this document to H.A. Bruno, LLC. An additional 30% of the exhibit fee is due on or before August 15, 2011 and the full balance on or before December 1, 2011. Exhibitor agrees that an application accepted by H.A. Bruno, LLC without a deposit pending invoicing to exhibitor shall be deemed as valid and binding as though the deposit were made. Exhibitor understands and agrees that except as provided in Paragraph 14 of the Terms and Conditions on the reverse of this document, no portion of the exhibit fee is refundable and exhibitor is liable for total exhibitor fee, subject only to the foregoing payment schedule.

TERMS & CONDITIONS

- The CPP EXPO 2012 in Cleveland (herein called the "Show") is to be held at the International Exposition (I-X) Center (herein called the "Show Building") on April 18 -19, 2012. The Show is managed and operated by H.A. Bruno, LLC (herein called "the Producer").
 - Conditioned upon the Show Building's placing the exhibit space at the disposal of the Producer, the Producer shall assign to the Exhibitor for the period of the Show the exhibit space contracted for herein or such other exhibit space that the Producer in its discretion deems comparable. Such assignment is made for the period of this Show only and does not imply that same or similar space will be held or offered for future shows. Nothing contained herein shall entitle Exhibitor to participate in any show managed by the Producer or its affiliates other than the Show described in paragraph 1 above.
 - Exhibitor agrees that all exhibit fees, and all costs related to advertising in any show publication, including but not limited to, the official show program, show videotape, show directory, show guide, and show daily, must be paid to the Producer prior to move-in of Exhibitor's display into the Show Building. In the event that the Exhibitor fails to pay any or all fees in a timely manner, at its sole and exclusive discretion, the Producer may reassign the exhibit space assigned and specified herein to another exhibitor and assign alternative space to Exhibitor. In the event that the Exhibitor pays the exhibit fees after such reassignment, the Producer will assign such other exhibit space, if then available, which the Producer, in its sole and exclusive discretion, deems appropriate. In all cases, Exhibitor remains liable for payment of all fees set forth in this agreement, subject only to the applicable cancellation schedule herein.
 - The Producer makes no representations or warranties regarding the number of persons who will attend the show, such number being impossible to predict accurately at this time. The Producer reserves the right to change the name of the Show, the venue of the Show, Show date and official Show Suppliers.
- CONTINUED ON BACK

Submitted by: (PRINT)
 Exhibitor Representative _____ Signature: _____ Date: _____

Please submit this application and payment to: H.A. BRUNO, LLC, 210 East Route 4, Suite 304, Paramus, New Jersey 07652 USA

(A copy will be countersigned and returned for your records).

TERMS & CONDITIONS

5. Exhibitor further agrees that in the event any advertising in any show publication does not appear or contains material errors or omissions, the Producer will refund to Exhibitor any sums advanced for these advertisements and such refund will constitute the Exhibitor's full and sole relief. Exhibitor will not hold the Producer liable for any damages which Exhibitor might incur as a result of errors or omissions or the failure of this advertising to appear. The Producer reserves the right to circulate any advertising to Show registrants within 30 days after the Show dates and such circulation shall represent an appearance of such advertising and no refund shall be due Exhibitor. Exhibitor understands and agrees that the Producer does not guarantee any specific circulation for any advertising purchased outside of circulation to all Show registrants.
6. The Producer shall supply all exhibitors with rules and regulations covering the Show and the Show Building. Exhibitor agrees that these rules and regulations are an integral part of this agreement and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by the Producer for the efficient, safe operation or success of the Show as soon as these additional regulations are communicated to Exhibitor.
7. This Agreement may be cancelled by the Producer if the Producer becomes aware of any disreputable business practice or unethical dealing by the Exhibitor, as determined by Producer, or if the Exhibitor's presence at the Show would or may in any way do damage to the business or reputation of the Show, the Producer or other exhibitors. Any deposit submitted by the Exhibitor will be returned and neither party shall be under any further obligation to each other.
8. Exhibitors shall display only merchandise as listed on the reverse side. Exhibitor shall display a representative line of merchandise in the Exhibitor Space assigned to Exhibitor and must have adequate personnel in attendance in its Exhibit Space during the entire exhibition periods specified by the Producer. Space assigned is solely for the display of the product lines as represented to the Producer by Exhibitor. Any substantial change in the type or character of Exhibitor's product lines requires the Producer's prior written approval. No sales exclusivity on type of merchandise is extended to any exhibitor unless specifically negotiated with the Producer and such exclusivity is noted on the face of this agreement.
9. Assigned space is not contingent on location of Show entrances or exits, food concessions or attractions. It is agreed that assigned space is final and may not be changed once the Show is open, except at the request of the Producer.
10. All designs for displays (except those involving only the use of tables, showcases and standard walls) must be submitted to the Producer for approval prior to construction.
11. Exhibitor shall not make any promotional efforts, nor supply any transportation, that has the effect of drawing attendees away from the Show to a local showroom or hospitality suite or any non-Show exhibit area. Exhibitor may not promote in any way any other trade show without the written consent of Producer.
12. No photographs shall be taken without written authorization of the Producer. The Exhibitor agrees that the Producer may take photographs of the Exhibitor's booth space, exhibit and exhibit personnel during, before or after the open hours of the Show, for any promotional use by the Producer.
13. Exhibitors shall not use music from any source which requires permission from the copyright owner unless they have, in advance, obtained a license to perform such music, paid any fees required, and provided the Producer with a copy of the fully-executed license agreement. Exhibitor agrees to indemnify the Producer for all claims resulting from failure to comply with these requirements.
14. If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice thereof in writing sent to the Producer by Certified Mail, Return Receipt Requested. In such event, Exhibitor shall continue to be liable for 100% of the total exhibit fee unless the written notice of cancellation is received by the Producer no later than December 1, 2011. In the event written notice of cancellation is received between August 15, 2011 and December 1, 2011 inclusive, Exhibitor shall be liable for 50% of the total exhibit fee. If the cancellation is received before August 15, 2011 the Exhibitor will be liable for 25% of the total exhibit fee. Because this date is related to the Show date and not the date of this agreement, this date shall apply regardless of the date on which this agreement is executed. This amount is considered to be liquidated and agreed upon damages, for the injuries the Producer will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the Producer to sustain damages. In this situation, the Producer's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of the cancellation shall be the date the Producer receives the notice sent by the Exhibitor by Certified Mail, Return Receipt Requested. The Producer shall be entitled to close an exhibit at any time for failure by any Exhibitor or his assignee to perform, meet or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to any refund or any part of any fee. In the event that the Exhibitor decides to cancel this agreement according to the terms and conditions contained herein, and should the cancellation be received by the Producer 30 days or less prior to the commencement of Show set-up, the Exhibitor agrees to pay to the Producer any additional decorating expenses the Producer may incur in decorating the exhibit space which the Exhibitor canceled.
15. In the event that because of war, fire, strike, governmental order, public catastrophe, act of God or the public enemy or other cause beyond the control of the Producer, the Show or any part thereof is prevented from being held, is canceled by the Producer or the exhibit space assigned hereunder becomes unavailable, the refund of exhibit fees to the Exhibitor shall be at the discretion of the Producer. Such refund shall be a proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by the Producer and reasonable compensation to the Producer. But in no case shall the amount of refund to the Exhibitor exceed the amount of exhibit fee paid. Exhibitor shall not have any right to an accounting review, or audit of the financial records of the Producer. Any exhibitor who cancels this contract prior to any cancellation of the Show by the Producer shall not be entitled to any refunds paid pursuant to this paragraph. CPP 2012
16. No delivery of merchandise by Exhibitors will be permitted on the premises of the Show. Neither the Producer nor the Show Building accepts responsibility, nor is a bailment created, for merchandise or equipment delivered by or to exhibitors at any time. Deliveries to Exhibitor shall be made only under the conditions and at the times specified in the exhibitor service kit. The Producer and the Show Building are not responsible for any loss or theft of Exhibitor's merchandise or equipment during any period of the Show, or during set-up or dismantling. Exhibitor understands and agrees that the Producer's security service is a presence to inhibit theft. The Producer, its agent and official suppliers neither offer nor accept responsibility for Exhibitor's property of any kind. Exhibitors who desire private guard or bailment services must hire them from the Producer's official security contractor, who will be solely responsible for goods so entrusted. Exhibitor personnel licensed to carry firearms shall not be permitted to enter the Exhibit Areas with firearms. Exhibitor agrees to hold the Producer harmless from any claims resulting from the use of firearms owned or in the possession of Exhibitor or its personnel.
17. Exhibitor agrees that neither the Producer nor the management or owners of the Show Building, nor any of their officers, agents, employees or other representatives shall be held accountable or liable for, and the same are hereby released from accountability and liability for, any damage, loss, harm, or injury to the person or property of the Exhibitor or of Exhibitor's officers, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause. Exhibitor also agrees that the Producer and the management and owners of the Show Building will not obtain any insurance against such damage, loss, harm, or injury to any person or property of the Exhibitor or any of Exhibitor's officers, agent, employees or other representatives and that the procuring of insurance against those risks is solely the responsibility of Exhibitor. Exhibitor agrees to indemnify, defend, protect, hold and save harmless the Producer and the Show Building owners and management against and from any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature including, but not limited to subrogation claims by anyone having a contract of insurance with the Exhibitor, which might result from or arise out of any action or failure to act on Exhibitor's part or on the part of any of Exhibitor's officers, agents, employees or other representatives, including but not limited to, claims of damage or loss to the Show Building property, or from or out of any damage, loss, harm or injury to the person or any property of the Exhibitor or any of Exhibitor's officers, agents, employees or other representatives and further including, but not limited to, claims of damage or loss to any third party resulting from an infringement of any copyright, patent or trademark.
18. Exhibitor shall abide by and observe all federal, state and local laws, ordinances, rules and regulations, all rules of the Show Building, and all union regulations at Exhibitor's cost.
19. In the event Exhibitor violates any provision of this agreement, or any document presented to the Producer shall have been determined to be false or misleading, or in the event the Producer in its sole discretion deems Exhibitor's actions or displays to be not suitable to or in keeping with the character of the Show, the Producer shall have the right to cancel this agreement or to prohibit, close, correct, remove, or eliminate any exhibit, part of exhibit, sign, card, printed matter, souvenir, catalog, or other thing, circumstance, conduct or action. Any Exhibitor who violates any of the terms and conditions herein is subject to being refused further participation in this Show or any other show managed by the Producer or its affiliates. The Producer reserves the right to refuse Exhibitor permission to move in and set up an exhibit under this Agreement if the Exhibitor is in arrears of any payment due to the Producer, or in arrears of any payment due to any other show managed by the Producer or its affiliates. In the event that this agreement is canceled by the Producer under the provisions of this paragraph, the Exhibitor shall remain liable for any deficiency, loss or damage suffered by the Producer by reason thereof which loss, deficiency or damage the Exhibitor agrees to pay the Producer, on demand, together with any reasonable expenses and cost, including attorney's fees, incurred by reason thereof. The Producer is expressly authorized (but has no obligation) to occupy or cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best for the interest of the Show, with or without receiving any consideration thereof, without releasing the Exhibitor from any liability hereunder.
20. Exhibitors shall not sell, transfer, assign or sublet to a third party their rights hereunder to their exhibit space or any portion thereof, unless written permission is given by the Producer. In the event of (i) the sale or transfer of more than 50% of the stock of other ownership interest in Exhibitor or (ii) the merger or consolidation of Exhibitor where Exhibitor is not the surviving corporation, this agreement shall be terminable at the option of the Producer within 60 days after the Producer receives actual notice of such event. In the event of a merger of two or more Exhibitors where this agreement is not terminated by the Producer, Producer will, upon request by Exhibitor, make its best effort to consolidate the space contracted for by the Exhibitors into one location equal to the sum of the space originally purchased by the Exhibitors when they were independent. However, in the event that is not possible, the Exhibitor that survives the merger shall be liable for exhibit space at each of the locations originally contracted for by each of the merged companies.
21. Exhibitor agrees to pay interest at the rate of 1.5% per month (18% per annum) on all past due fees. Exhibitor also agrees to pay all collection costs of the Producer, including reasonable attorney's fees of not less than 33.3% of the unpaid balance of fees, together with costs of court incurred by the Producer in enforcing its right hereunder.
22. This agreement is deemed to be entered into in the State of New Jersey and governed by the laws of the State of New Jersey. The exhibitor consents to the jurisdiction of the courts of the State of New Jersey for the resolution of any and all disputes and claims arising out of and/or relating to this agreement. However, nothing herein shall obligate the Producer to enforce its right in said state if jurisdiction is proper elsewhere. The Exhibitor waives any claims it may assert as to lack of personal or subject matter jurisdiction, and agrees that such jurisdiction exists in New Jersey.
23. This writing contains the entire agreement between the parties and may not be changed orally, but only by an agreement in writing signed by a duly authorized representative of the party against whom enforcement of any waiver, change, modification, or discharge is sought.
24. If any term or provision of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.
25. This agreement shall be binding upon the heirs, successors and assigns of the Exhibitor subject to the terms of this agreement regarding assignment.

Initial _____