

National Outreach Convention 2010
Exhibit Days: Nov. 3-5, 2010
The Town & Country Resort, San Diego

General Information, Terms & Conditions

The General Information, Terms & Conditions, stated herein, comprises the legally binding terms and agreements between the Exhibitor and Outreach, Inc. By signing and submitting the Application & Contract Form, or registering through RegOnline, you agree to honor and abide by the terms of this agreement as stated herein and as applied to the National Outreach Convention 2010. ("NOC")

1. Convention Exhibition. The Exhibition is sponsored and managed by Outreach, Inc., hereinafter referred to as Outreach.

2. Registration and Contract. Each exhibitor is required to sign the Contract or register online. By doing so, he or she subscribes to the General Information, Terms & Conditions, which is part of the Application and Contract. The terms of the Application and Contract can be revised only upon written agreement of both parties.

3. Exhibition Dates. The dates of the exhibition are as follows: Set-up, November 3; tear-down, November 5.

4. Admissions. Outreach reserves the right to refuse exhibit space to any applicant for any reason. In addition, Outreach reserves the right to refuse exhibit space to any Exhibitor if, after the acceptance of the Application and Contract, information should come to the attention of Outreach, which in the reasonable judgment of Outreach, demonstrates that the proposed exhibit would be inconsistent with the principles espoused by Outreach or unfavorable to the public reputation of Outreach. In the event Outreach should exercise this right, any deposit and exhibit fees paid to Outreach shall be refunded, except that if the denial of exhibit space shall be for failure of the Exhibitor to comply with the terms set forth in this Application and Contract, the denial of exhibit space shall be treated as a cancellation by the Exhibitor.

5. Assignment of Space. Outreach will assign space to Exhibitors on a first-come, first-served basis. Prime location space is reserved for convention partners, sponsors and organizations paying for such space. Outreach reserves the right to shift space at any time if, in Outreach's judgment, it becomes necessary to do so. Outreach reserves the right to make modifications in the published floor plan as may be necessary to meet the needs of Exhibitors and the Exhibition as a whole.

6. Exhibitor Name Badges. Each Exhibitor receives two registrations for each booth space reserved. Name badges must be worn by Exhibitor representatives during set-up, Exhibit Hall hours, and tear-down times. Outreach's Exhibitor registration admits Exhibitors to all plenary sessions, workshops, and special events.

7. Cancellation of Space. In the event Outreach has assigned space and the Exhibitor desires to cancel the contract, Outreach will refund the Exhibitor fees, minus the deposit, paid to Outreach if written notification is received by Outreach on or before Aug. 1, 2010. If written or faxed notification is received by Outreach after Aug. 1, 2010, but before Sep. 1, 2010, Outreach will refund the Exhibitor fees less 50%. If written or faxed notification is received on or after September 1, 2010, there is no refund.

8. Default of Occupancy. Any Exhibitor failing to occupy by Wednesday, 12:00 PM on November 3, 2010, any space contracted for but not cancelled, is obligated to pay the full cost of such space. In the event of cancellation or default, all obligations of Outreach to Exhibitor hereunder shall cease and Outreach shall have the right to use said space to suit its own convenience, including selling the space to another Exhibitor without any rebate or allowance to the defaulting Exhibitor.

9. Visitors. The Outreach convention and exhibition is NOT open to the public. Outreach shall have sole control over all admissions. All persons visiting the exhibition area will be admitted according to the terms and conditions of the convention as issued or amended by the authorized representatives of Outreach.

10. Subletting Space. No Exhibitor shall assign, sublet, or share the space allotted without written consent of Outreach.

11. Conformance to Laws. Exhibitor agrees for himself or herself and his/her employees to use contracted space for lawful purposes only and will conform to all laws, ordinances, and regulations. The Exhibitor MUST comply with all local and hotel safety, fire, and health ordinances regarding installation and operation of equipment.

12. Decorator Rules and Regulations. Exhibitor agrees to conform to all rules and regulations of the Exhibitor's official decorator as detailed in the official service kit provided by company. Where union personnel are required by the decorator and/or hotel, the Exhibitor must comply with union requirements. The Exhibitor MUST comply with all local and hotel safety, fire, and health ordinances regarding installation and operation of equipment. The National Outreach Convention 2010 decorator is GES Exposition Services. Call 800-475-2098 or fax 619-498-6365 directly for specific information relating to your exhibit space requirements, exhibit freight, shipping instructions, labor rules and regulations, deadlines, and other questions.

13. Shipment of Exhibit Materials. Exhibitor shall make arrangements for shipment and delivery of materials consigned to the decorator's warehouse and NOT to the hotel, nor to Outreach. Neither the hotel nor Outreach assumes any responsibility for display materials shipped erroneously to them. Refer to the official decorator's service kit for shipping deadlines and instructions, or call the decorator.

14. Hotel Exhibit Space. Exhibitor must return in the same condition as he/she found it all hotel property and space used during the exhibition. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold harmless Outreach, The Town & Country Resort and their EMPLOYEES and AGENTS against all claims, losses and damages to persons and property, government charges or fines and attorney's fees arising out of or caused by Exhibitor installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of The Town & Country Resort and its EMPLOYEES and AGENTS. In addition, exhibitor acknowledges that neither Outreach nor The Town & Country Resort maintain insurance covering Exhibitor's property in that it is the sole responsibility of Exhibitor to obtain business interruption and property damage and/or insurance covering such losses by Exhibitor.

15. Order-Taking & On-site Sales. All vendors that sell tangible goods at their booth are required to obtain a "Temporary Sales Tax License" and remit required taxes. The exhibitor hereby indemnifies Outreach and the NOC from any and all liability related to the State of California or City of San Diego sales taxes or required licenses that result from Exhibitor's appearance at the NOC. For

more info visit: www.ftb.ca.gov.

16. Security. While Outreach seeks to arrange for security personnel to maintain a watch before, during, and after the exhibition, neither Outreach (nor the security company personnel) shall be liable for any damage or theft to the Exhibitor's display or property. The security that Outreach is providing is for Outreach and its guests and not for the protection of exhibitor, exhibitor's property, or exhibitor's workers. The exhibitor should not rely on Outreach-provided security for any reason.

17. Delivery and Removal. Under no circumstances will the delivery, removal or tear down of any portion of an exhibit be permitted during the Exhibit Hall hours without permission first being secured in writing from Outreach. Exhibitors must keep their booth up and in use until the close of the exhibit hall at 4:30 on November 5, 2010. Failure to comply will result in fines and/or refusal of exhibit space in consecutive years, at the discretion of Outreach.

18. Limitation on Promotion and Demonstrations. During the Convention and Exhibition, all demonstrations, promotional activities, and distribution of materials must be confined within the limits of the exhibit booth(s) in the Exhibit Hall. The playing of loud music, videos, films, or the like, or any other loud or distracting activity that could be objectionable to neighboring Exhibitors is prohibited.

19. Copyrights. Exhibitor warrants that all copyrighted material to be performed or played has been duly authorized or licensed by the copyright owners or their representatives and agrees to indemnify and hold lessor (Outreach) harmless from any and all claims, losses, expenses, including legal fees, which might arise from questions of use of any such material described above.

20. Use of Space. Exhibitor's display, equipment, and materials shall be confined to the actual dimensions of the booth space contracted for. Height of display on back of booth must not exceed 8'. Height of display on sides of booth should not be such that it could be objectionable to other neighboring Exhibitors. Aisles may not be used by the Exhibitor. The Exhibitor is responsible for maintaining a neat and clean booth. All tables must be either finished or draped. End caps (two booths at end of aisle) shall not be allowed.

21. Exclusions. Firms or organizations not assigned space in the exhibit area will be prohibited from exhibiting or soliciting business within the Exhibition or Convention area. Smoking and alcoholic beverages are not permitted on the exhibit floor.

22. Insurance. It shall be the responsibility of the Exhibitor to provide for his or her own insurance needs. Outreach shall not provide insurance for the Exhibitor.

23. Limitations of Liability. Neither Outreach, its employees, officers, agents, volunteers, or affiliates shall be liable for any injury, loss, or damage to person or property of Exhibitor, its employees,

agents, and invitees except to the extent that such injury, loss, or damage is caused directly and proximately by substantial negligence on the part of Outreach or its employees. Exhibitor by its execution of this contract expressly waives the right to claim any such excluded liabilities against Outreach and its respective employees, officers, agents, directors, or volunteers and acknowledges that it will neither hold nor attempt to hold the organization or any such person liable for any cause whatsoever other than injuries or damages occasioned directly and proximately by the substantial negligence of such persons. Further, neither Outreach, nor its respective agents, employees, officers, volunteers, or directors shall be liable for failure of the scheduled exhibition to be held due to fire, water damage, public emergency, strikes, other labor disputes, boycotts, cancellation of facility contracts, or acts of God beyond the power or control of Outreach to prevent. Further, neither Outreach, nor its respective agents, employees, officers, volunteers, or directors shall be liable for any failure or unavailability of utilities or any hotel or decorator services or personnel. In the event that Outreach, or any of its agents, all receive a claim or complaint, which in part or in whole arises from Exhibitor's actions or failure to act, Exhibitor shall indemnify and hold Outreach, its respective agents, employees, officers, volunteers, or directors harmless from any claim, loss, or liability resulting there from.

24. Hotel Reservations. Exhibitors qualify for special Outreach convention room rates at The Town & Country Resort based on the hotel's terms and conditions. Make reservations early to guarantee room availability. Contact the hotel directly at 800-77-ATLAS or reserve your room through their Web site at www.towncountry.com. A deposit equal to one night's room rate will be required 30 days prior to arrival.

25. Booth Selection Process. Prime exhibit booth space is reserved for Outreach partners and sponsors and organizations paying for said space. All other booth space is available on a first-come, first-served basis. A deposit of \$200 for exhibitors or 10% for sponsors is required to hold space. The balance due is payable on August 1, 2010 or upon registration past this date.

26. Governing Law. All disputes under this Agreement shall be decided under the laws of the State of California, without regard to conflicts of laws principles.

27. Christian Arbitration. Any claim or dispute arising from or related to this Agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim rising out of this Agreement and expressly waive the right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.