

## Lone Star Open 2009 Agreement For Exhibit Space

some variance. 110 volt electricity is available for an additional charge. Any other furnishings, equipment, utilities, or other set-up or services must be obtained by the Exhibitor at its own expense.

9. **Termination by ASK.** ASK may terminate this Agreement effective upon notice of termination if Exhibitor breaches any of its obligations under this Agreement or any other Agreement or arrangement with ASK. If ASK cancels the Event due to circumstances beyond the reasonable control of ASK (such as acts of God, war, terrorism, disaster, civil disorder, emergency, government regulation, power outages, labor strike or unavailability of the Event Facility), ASK shall refund to Exhibitor its payments for exhibit space. ASK reserves the right to cancel, rename or relocate the Event or change the dates of the Event.
11. **Listings and Promotional Materials.** By exhibiting at the Event, Exhibitor grants to Organizer a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names, and/or product names of Exhibitor in any directory or distribution list or material (whether in print, electronic or other media) listing persons exhibiting at the Event and to use such names in ASK's promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other distribution lists or materials.
10. **Taxes and Licenses.** Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for collecting, reporting and paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event.
11. **Observance of Laws and Proprietary Rights.** Exhibitor shall comply with and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Event Facility (including all fire and safety laws and regulations) and shall not do or suffer to be done anything in violation thereof. Exhibitor shall not play or permit the playing, broadcasting or performance of or distribution or display of any copyrighted or proprietary material at the Event unless it has obtained all necessary permissions, rights and paid all required royalties, fees or other payments.
12. **Incorporation of Rules and Regulations.** Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Agreement shall be subject to determination by ASK in its sole discretion exercisable at any time. ASK may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, upon notice to Exhibitor. Any such rules and regulations adopted by ASK are

an integral part of this Agreement and are incorporated herein by reference, and Exhibitor shall observe and abide by same.

13. **Noise and Sound.** The reasonable use of devices for mechanical reproduction, projection and/or amplification of music or other sound is permitted, but must be controlled and monitored so that there is no interference with other exhibitors or the Event. Sound or noise of any kind must not be projected outside of the assigned exhibit space. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones.
14. **Additional Terms and Conditions.** Exhibitor shall not assign this Agreement or any right or obligation hereunder. Exhibitor shall not let, sublet, divide, subdivide or license all or any portion of its exhibit space for use by any other person. By this Agreement, Exhibitor explicitly consents to receive fax, telephone and other communications from Organizer and its affiliates under 47 U.S.C. § 227 and any other applicable laws and regulations. This Agreement (including the Application and any additional rules or regulations adopted by ASK) states the entire agreement of the parties with respect to the subject matter hereof, supersedes any prior written or oral understandings, agreements or representations by or between ASK and Exhibitor relating to the Event, and cannot be modified or superseded except in writing and signed by the parties or as otherwise expressly set forth herein. The ASK reserves the right to refuse applications.

**EXHIBITOR** (please print)

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ASK**

Greg Beaver  
2708 Del Rio  
Austin, TX 78733

Signature: \_\_\_\_\_

Greg Beaver

Date: \_\_\_\_\_