



Mandalay Bay Resort and Casino
Las Vegas, Nevada

EXHIBIT APPLICATION & CONTRACT

This application for booth space at the ACORD LOMA Insurance Systems Forum, which will become a contract upon acceptance by ACORD and LOMA, is subject to the official Exhibition Rules and Regulations, which are attached to and made a part of this application.

The term "SHOW MANAGEMENT" refers to ACORD and LOMA. "ACORD" refers to ACORD Corporation, a not-for-profit Delaware corporation, with offices at Two Blue Hill Plaza, 3rd Floor, Pearl River, NY, 10965 and "LOMA" refers to Life Office Management Association, Inc., a non-profit Georgia corporation, with its principal place of business at 2300 Windy Ridge Pkwy. Suite # 600, Atlanta, GA, 30339-8443. The term "Forum" refers to the 2010 ACORD LOMA Insurance Systems Forum. The terms "Exhibitor" and "you" each refer to the party submitting this application to SHOW MANAGEMENT. The term "Event Facility" refers to the Mandalay Bay Resort and Casino, LLC and MGM Mirage.

SHOW MANAGEMENT will accept appropriate applications on a space available basis, first come, first served. Exhibitor shall receive a fully executed copy of this contract after it has been accepted by SHOW MANAGEMENT. Please refer to the "Application and Payment Deadlines" section for due dates.

- 1. Please type or use a black or blue pen to complete each blank field below.
2. Make check payable to ACORD or use VISA, MasterCard or American Express.
3. If you fax this application to SHOW MANAGEMENT, the "Credit Card Information" section must be fully completed and signed to reserve your booth. Two originally signed copies of this application must follow via mail or courier.

CONTACT INFORMATION (Some or all of the information that you provide above the dotted line will be displayed in Forum materials including, without limitation, the Forum website and official show guide. Please enter such information exactly as you would like it to appear.)

Company Name

Company Address City State/Province Postal Code

Company Telephone Number Company Website Address

Company Contact Name Title Email Address

-----information provided below this line will not appear in Forum materials-----

Authorized Contact (name of person to receive all exhibitor materials) Title

() ()
Authorized Contact's Telephone Number Authorized Contact's Fax Number*

Authorized Contact's Email Address

Authorized Contact's Address (if different than above)

BOOTH DETAILS

Booth Number: _____

Dimension of Booth: _____

Total Cost of Booth: \$ _____

Your Exhibit Booth Fee includes:

- One (1) booth space
- Background drape and side drape (Forum colors only)
- One (1) 7" x 44" I.D. sign
- Complimentary Forum registrations (see below)**

BOOTH PRICING AND COMPLIMENTARY REGISTRATIONS:**

In order to receive Member pricing, Exhibitor's membership fees must be fully paid with either ACORD or LOMA from the date of submission of a Booth Reservation Form & Agreement and \$500 non-refundable deposit through completion of the Forum.

You must submit a Booth Reservation Form & Agreement, and \$500 non-refundable deposit either concurrently with, or prior to, submitting this Exhibit Application & Contract. The Booth Reservation Form & Agreement is available from SHOW MANAGEMENT.

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Member Pricing

10x10 includes 2 complimentary registrations	\$3,675
10x20 includes 4 complimentary registrations	\$7,350
10x30 includes 6 complimentary registrations	\$9,975
10x40 or 20x20 includes 8 complimentary registrations	\$13,230
20x30 includes 12 complimentary registrations	\$18,795
20x40 includes 16 complimentary registrations	\$24,990

Non-Member Pricing

10x10 includes 1 complimentary registration	\$6,090
10x20 includes 2 complimentary registrations	\$12,180
10x30 includes 3 complimentary registrations	\$16,485
10x40 or 20x20 includes 4 complimentary registrations	\$22,365
20x30 includes 6 complimentary registrations	\$31,185
20x40 includes 8 complimentary registrations	\$41,580

** SHOW MANAGEMENT will provide you with instructions on how to register your complimentary registrants, as well as additional staff members, for the Forum. Additional staff members will receive the exhibitor Forum registration rate. Forum registration can be completed online through the Forum website (www.acordlomaforum.org). The Forum website also contains a convenient link to reserve hotel rooms at Mandalay Bay Resort and Casino at the group rate.

An exhibitor service kit will be made available to exhibitors electronically in early 2010.

APPLICATION AND PAYMENT DEADLINES

Exhibitor shall receive an invoice for booth space from SHOW MANAGEMENT after SHOW MANAGEMENT's receipt of a completed and signed Booth Reservation Form & Agreement and \$500.00 non-refundable deposit

If signed copies of this Exhibit Application and Contract, and payment, are not received by SHOW MANAGEMENT according to the schedule set forth immediately below, the booth shall be deemed to be cancelled by Exhibitor. In the event of cancellation of booth space by an Exhibitor, Cancellation fees will be owed in an amount calculated pursuant to the terms of the "Cancellation Schedule" section, below.

For Invoices dated on or prior to September 4, 2009

Within sixty (60) days of the invoice date, SHOW MANAGEMENT must receive from Exhibitor, at the address set forth below, two (2) originally signed copies of this Exhibit Application and Contract and payment of 50% of the "Amount Due" set forth on the invoice. (At your option, you may pay the full "Amount Due" at that time.) The remaining amount, and Exhibitor's certificate of insurance***, must be received by SHOW MANAGEMENT on or before November 3, 2009.

CANCELLATION SCHEDULE

For Exhibitor cancellations received in writing by SHOW MANAGEMENT on or before October 30, 2009, Exhibitor shall receive a full refund of its Exhibit Booth Fee, less Exhibitor's \$500 non-refundable deposit.

There will be no refund of the Exhibit Booth Fee for cancellations received by SHOW MANAGEMENT on October 31, 2009 and beyond.

SHOW MANAGEMENT may, in its sole discretion, rent cancelled exhibit booths to other exhibitors and such rental shall not affect Exhibitor's obligation to pay the liquidated damages set forth herein without set-off, reduction or entitlement to refund. SHOW MANAGEMENT will not apply liquidated damages payments toward Exhibitor's Forum registration fee or fees related to any other event organized by ACORD and/or LOMA.

SUBMISSIONS

PLEASE SUBMIT THIS EXHIBIT APPLICATION AND CONTRACT, ALL PAYMENTS, CERTIFICATES OF INSURANCE, AND ANY ADDITIONAL CORRESPONDENCE, TO SHOW MANAGEMENT AT THE FOLLOWING ADDRESS:

ACORD
Alisen Herman, Manager, Creative Events & Design
PO Box 1529
Two Blue Hill Plaza 3rd Floor
Pearl River, NY 10965
(845) 620-1700, EXT. 442 or FAX (845) 620-3602
aherman@acord.org

REMINDER: CHECKS SENT TO SHOW MANAGEMENT MUST BE PAYABLE TO THE ORDER OF "ACORD"

SPECIAL ASSISTANCE

In accordance with the Americans with Disabilities Act, all booth personnel needing special assistance should contact SHOW MANAGEMENT with their requests.

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AGREEMENT

The undersigned, on behalf of the Exhibitor, its employees, agents and contractors, agrees to comply with this Exhibit Application and Contract, and the Exhibition Rules and Regulations attached hereto and made a part hereof (the "Agreement").

All correspondence will be sent to the Exhibitor's "authorized contact" utilizing the contact information provided above.

This Agreement contains the entire agreement between the parties and supersedes any prior agreements. The terms of this Agreement may not be changed except in writing and signed by the parties.

CONSENT TO BE CONTACTED

By signing this application, Exhibitor consents to Show Management providing Exhibitor's contact information to MGMMirage and official Forum contractors and to their soliciting Exhibitor via telephone, facsimile and/or email, to provide food, beverage, function and hospitality business or other contractual services related to the Forum.

For Exhibitor:

Authorized Signature Date

Name (Please Print) Title

Company Name

On Behalf of SHOW MANAGEMENT:

ACORD Approval Signature Date

LOMA Approval Signature Date

Please provide a brief description of your product/service for use on the Forum website and in the official show guide **(50 words or less)**:

Company Logo (to be used on the Forum website and in the official show guide):

Your company logo must be received by SHOW MANAGEMENT, via e-mail to mmerritt@acord.org, on or before March 5, 2010. If your company logo is not received by SHOW MANAGEMENT on or before March 5, 2010, in the format and resolution set forth below, it may be omitted from the Forum website and official show guide without reduction of the Exhibit Booth Fee.

In order to guarantee that we have a high quality version of your company logo for the different print and electronic mediums we use at the Forum, please send SHOW MANAGEMENT the following:

Eps or jpeg format – 300 dpi, outline or vectored art. No lower resolution acceptable.

Any questions please contact Alisen Herman at ACORD 1-845-620-1700 ext. 442. or email aherman@acord.org
PO Box 1529 • Two Blue Hill Plaza, 3rd floor • Pearl River NY 10965-8529 •

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EXHIBITION RULES & REGULATIONS

1. **ARRANGEMENTS OF EXHIBITS:** Exhibits shall be so arranged as to not obstruct the general view, nor hide the exhibits, of other exhibitors. Plans, with measurements, for all booths larger than 10' x 20' (except In-Line Booths, defined in subsection "2.b)") must be submitted to SHOW MANAGEMENT no later than six weeks prior to opening day of the Forum. Construction must not be ordered unless and until SHOW MANAGEMENT approves such plans in writing.
2. **USE OF BOOTH SPACE:**
 - a) **Restrictions on Space Rental:** Exhibitor may not sub-let, sub-divide or assign its space, nor any part thereof, nor purchase multiple booths for the purpose of subletting or assigning to third parties, nor permit in its booth non-exhibiting companies' representatives without the express written permission of SHOW MANAGEMENT. Only companies or individuals who have contracted directly with SHOW MANAGEMENT shall be listed in the show directory or allowed on the show floor as an exhibitor. Only one company name per booth will be listed on any booth sign.
 - b) **Rules for Display:** Except as otherwise provided in this subsection (Rules for Display), back walls and Booth Elements (i.e. side dividers, banners, signage, displays, advertising devices, rigging, audio visual components, and all other booth structures, both hanging and floor-based) may not exceed an overall height of eight (8) feet for Linear Booths and Corner Booths. (Linear Booths are booths arranged in a series, along a straight line, having one (1) side exposed to an aisle. Corner Booths are booths that have two (2) sides exposed to aisles. Both Linear Booths and Corner Booths shall be referred to in these Exhibition Rules and Regulations as In-Line Booths.) For In-Line Booths, Booth Elements only equal to or less than four (4) feet in height may extend from the back wall more than half the length of the space. For Perimeter Booths (i.e. In-Line Booths that back to an outside wall of the Event Facility) back walls may not exceed an overall height of twelve (12) feet, however all other rules for In-Line Booths apply. For 10'x20' End-Cap Booths (i.e. booths exposed to aisles on three sides) the maximum overall height is eight (8) feet. However, the back wall and Booth Elements of such booths are restricted to a height of four (4) feet within five (5) feet of the two side aisles, permitting adequate line of sight for the adjoining In-Line Booths. For 20' x 20' Peninsula Booths (i.e. 20'x20' booths exposed to aisles on three sides), the maximum back wall height is eight (8) feet and a maximum height of sixteen (16) feet is allowed for Booth Elements, subject to the following restrictions: the back wall and Booth Elements are restricted to a height of four (4) feet within five (5) feet of the two side aisles, permitting adequate line of sight for the adjoining In-Line Booths. Island Booths (i.e. booths exposed to aisles on all four sides) may not have any Booth Element exceeding an overall height of sixteen (16) feet. Exhibitors with Island Booths may request a variance. Show Management will not permit booths to be combined across an aisle (i.e. no back wall or Booth Element shall cross an aisle).
 - c) Exhibitor shall design its booth so as to maintain the general theme and tenor of the Forum. SHOW MANAGEMENT reserves the right to prohibit an exhibit or part of an exhibit, which, in their judgment, may detract from the character of the Forum.
 - d) Exhibitor shall keep the booth space clean, neat and free of debris, trash and potential fire hazards. Exhibitor shall return the booth space to SHOW MANAGEMENT in the same condition as it was received. If Exhibitor fails to comply with the provisions of this subsection, Exhibitor shall pay for any extra services required by SHOW MANAGEMENT and/or the Event Facility in order to put the booth space in the same condition as it existed at the time Exhibitor received it, ordinary wear and tear excepted. SHOW MANAGEMENT will endeavor to provide to Exhibitor oral notice of noncompliance with this subsection and to provide to Exhibitor an opportunity to cure any deficiencies. However, SHOW MANAGEMENT and the Event Facility each reserve the right to proceed with cleaning or removal of hazards, at Exhibitor's expense, without prior notice to Exhibitor or a period of time to cure deficiencies.
 - e) Exhibitor shall carpet the full dimension of its booth space at its sole cost.
3. **AISLES:** All aisles must be clear of exhibits. Interviews, demonstrations and distribution of literature must be made inside the exhibit booth, absent SHOW MANAGEMENT's prior written permission. Back walls and Booth Elements (defined in subsection "2.b)") are not permitted outside the confines of the exhibit booth perimeter and must otherwise comply with the requirements set forth in subsection "2.b)" of these Exhibition Rules and Regulations.

4. **NOISE LEVEL:** The Exhibitor agrees that at all times during the Forum's open hours, Exhibitor will maintain reasonable and appropriate noise levels. Exhibitor further agrees that what is and is not "reasonable and appropriate" is subject to the sole discretion of SHOW MANAGEMENT.
5. **FOOD AND BEVERAGES:** Exhibitors may only distribute food and beverages with the prior written permission, and subject to any and all additional requirements, of both SHOW MANAGEMENT and the Event Facility. Any such pre-approved distribution shall only take place in Exhibitor's booth space. All food and beverages distributed by the Exhibitor shall, at the Exhibitor's risk and expense, comply with all applicable federal, state and local sanitary and alcoholic beverage laws and regulations. All food and beverages distributed by Exhibitor must be purchased from and, as required by the Event Facility, served by the Event Facility.
6. **COMPLIANCE WITH LAWS:** The Exhibitor assumes all responsibility for compliance with municipal, county, state and federal laws, ordinances, rules and regulations including, but not limited to, laws and ordinances covering fire, safety, health and gaming. All exhibits, equipment and materials will be reasonably located within assigned booth space and protected by safety guards and devices where necessary. Only fireproof material shall be used in displays and the Exhibitor will take all necessary fire precautions. If Exhibitor or any of its employees, agents or contractors are notified of non-compliance by SHOW MANAGEMENT or the Event Facility then Exhibitor shall correct or cause to be corrected such non-compliance.
7. **LABOR:** The local unions for union labor make rules and regulations and such rules and regulations may be changed at any time. Where union labor is required because of Event Facility or contractor requirements, it will be necessary for the Exhibitor to comply with the rules and regulations.
8. **BOOTH NUMBER:** A booth number must appear on all specially built back walls.
9. **DELIVERY AND REMOVAL DURING SHOW:** Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the show hours without permission first being secured in writing from SHOW MANAGEMENT. All booths must remain intact until the close of the Forum.
10. **EXHIBITOR PERSONNEL AND OTHERS:** Technical specialists should staff booths. They must be qualified to discuss engineering details of Exhibitor's products. Canvassing in exhibit halls or distribution of advertising matter or souvenirs by representatives of non-exhibiting firms is forbidden without prior written consent from SHOW MANAGEMENT.
11. **STORAGE:** Wherever possible, crates and boxes will be stored under cover. If it is necessary for outside storage, the management will endeavor to cover the packing boxes and crates with tarpaulin or other material. However, the SHOW MANAGEMENT assumes no responsibility for damage or loss of packing boxes or crates.
12. **POWER – UNDERSTATEMENT OF ELECTRICAL REQUIREMENTS:**
 - a) It is mutually understood and agreed that SHOW MANAGEMENT shall use proper and reasonable care to have all power services installed in time for the opening of the Forum. Proper and reasonable care shall be taken to prevent the interruption of power services during the Forum. However, SHOW MANAGEMENT shall not be held responsible for late installation or interruption that may occur.
 - b) Exhibitors who understate their electrical requirements on the appropriate form provided and whose understatement causes delay, inconvenience, or additional expense to the Forum or to other exhibitors shall be liable to SHOW MANAGEMENT, as liquidated damages and not as a penalty, for an amount equal to 25% of Exhibitor's total booth fee for said inconvenience and loss of goodwill.
13. **MOVING PICTURES, SOUND DEVICES AND LIGHTING:** If moving pictures are used, the Exhibitor agrees to comply with any and all union requirements for the operation of the equipment. Sound movies will be permitted if tuned to reasonable and appropriate levels and if not objectionable to neighboring exhibitors. SHOW MANAGEMENT reserves the right to restrict the use of glaring lights or objectionable lighting effects.
14. **UNOCCUPIED SPACE:** SHOW MANAGEMENT reserves the right, should any rented booth space remain unoccupied on the opening day, or should any space be cancelled or forfeited, to rent said space to any other exhibitor, or use said space in any manner that SHOW MANAGEMENT deems appropriate. This section shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in this Agreement.
15. **INTELLECTUAL PROPERTY LIMITED LICENSE:** Exhibitor hereby grants to SHOW MANAGEMENT a limited, irrevocable, non-exclusive, perpetual and worldwide license to use Exhibitor's name, logo, trade name, trademark, other images, branding and appropriate acronym (hereinafter collectively referred to as the "Exhibitor Marks") to identify Exhibitor as an exhibitor at the Forum, with the limited authority to use the Exhibitor Marks solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement. Exhibitor represents and warrants that it has the full right and authority to enter into this Agreement and to grant the license provided herein; that it has not previously in any manner

disposed of any of the rights herein granted to SHOW MANAGEMENT nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber, or impair the full enjoyment or exercise of the rights herein granted to SHOW MANAGEMENT; and that the Exhibitor Marks do not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party, nor will same constitute a libel or defamation of any third party. The Exhibitor Marks are and shall remain at all times the sole and exclusive property of Exhibitor. No rights or interest in the Exhibitor Marks shall transfer to SHOW MANAGEMENT beyond the terms and conditions of this limited license. The goodwill associated with any use of the Exhibitor Marks shall inure solely to the benefit of the Exhibitor. Exhibitor hereby waives any right it might have to inspect or approve SHOW MANAGEMENT's use of the Exhibitor Marks. SHOW MANAGEMENT hereby agrees to make every reasonable effort to abide by any and all written terms of use provided by Exhibitor simultaneously with the Exhibitor Marks and that do not conflict with the terms of this Agreement. If found necessary by SHOW MANAGEMENT, it shall seek permission from Exhibitor to deviate from such terms of use, which permission shall not be unreasonably withheld. Exhibitor acknowledges and agrees that if such permission is withheld then, in SHOW MANAGEMENT's sole discretion, the Exhibitor Marks may be omitted from all or part of the Forum website and/or official show guide, and Exhibitor shall not be entitled to any reduction of the Exhibit Booth Fee.

16. LIABILITY / INDEMNIFICATION / INSURANCE

a) Exhibitor hereby assumes full responsibility and liability for, and agrees to protect, defend, indemnify, save and hold harmless Mandalay Bay Resort and Casino, LLC, MGMMirage, ACORD and LOMA, along with each of said entities' parents, subsidiaries and affiliates, and their respective officers, directors, employees and agents against, all claims, losses or damages to persons or property, governmental charges or fines, and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the Event Facility or a part thereof, Exhibitor's operation or activities at the Forum, and any breach by Exhibitor of the terms, conditions, warranties and representations made in this Agreement, excluding any such liability caused by the sole gross negligence of the Event Facility or SHOW MANAGEMENT.

b) Exhibitor assumes full responsibility and liability for the actions of its officers, directors, employees, agents, independent contractors and representatives, whether acting within or beyond the scope of their employment or engagement, as the case may be, and agrees to protect, defend, indemnify, save and hold harmless Mandalay Bay Resort and Casino, LLC, MGMMirage, ACORD and LOMA, along with each of said entities' parents, subsidiaries and affiliates, and their respective officers, directors, employees and agents against, all claims, losses or damages to persons or property, governmental charges or fines, and attorney's fees arising out of or caused by the acts or omissions of its officers, directors, employees, agents, independent contractors or representatives, whether acting within or beyond the scope of their employment or engagement, as the case may be, excluding any such liability caused by the sole gross negligence of the Event Facility or SHOW MANAGEMENT.

c) SHOW MANAGEMENT undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of Exhibitor, or its officers, directors, employees, agents, independent contractors or representatives, or of their respective property used in connection with the Forum, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after Forum hours and placed in safekeeping by Exhibitor at Exhibitor's risk and expense. Any protection exercised by SHOW MANAGEMENT shall be deemed purely gratuitous on its part and shall in no way be construed to make SHOW MANAGEMENT liable for any loss or inconvenience suffered by Exhibitor.

d) Exhibitor and each of its subcontractors, if any, shall maintain and keep in force during the term of the installation, use of the Event Facility, and move-out dates, policies of (i) Commercial General Liability Insurance and Contractual Liability Insurance insuring bodily injury, personal injury and property damage liability and products completed operations and specifically referring to the contractual liability set forth in this Agreement; (ii) Automobile Liability Insurance; and (iii) Workers' Compensation and Employer's Liability Insurance. Such insurance policies shall be issued by insurance carrier(s) authorized to do business in the State of Nevada, with AM Best's rating(s) of A:VII or better. The minimum coverages and limits of such policies shall be as follows:

Workers Compensation – Statutory

Employers Liability meeting the requirements of the State of Nevada but in no event with coverages and limits in lesser amounts than as follows:

– Each Accident	\$500,000
Disease – policy limit	\$500,000
Disease – each employee	\$500,000

Commercial General Liability – Combined Single Limit

Each Occurrence (bodily injury and property damage)	\$2,000,000
Products aggregate	\$2,000,000
General aggregate	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Medical Payments	\$ 5,000
Blanket contractual to include indemnification	

Automobile – Including owned, hired & non-owned

Combined Single Limit	\$1,000,000
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e) ACORD Corporation, Life Office Management Association, Inc., Mandalay Bay Resort and Casino, LLC, MGMMirage, along with each of said entities’ parents, subsidiaries and affiliates, and their respective officers, directors, employees and agents shall be included as additional insureds on a primary and non-contributory basis on all commercial general liability policies and shall have a right to thirty (30) days advance written notice in the event any such policy is modified, cancelled or not renewed.

f) Exhibitor and each of its subcontractors, if any, hereby waive any and every claim which arises, or may arise, in their respective favors and against SHOW MANAGEMENT (jointly and severally), the Event Facility (jointly and severally), and any of said entities’ parents, subsidiaries and affiliates, and their respective officers, directors, employees and agents for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies.

g) Exhibitor agrees to furnish a certificate of insurance to SHOW MANAGEMENT within the time frame set forth in the “Application and Payment Deadlines” section of this Agreement. The certificate must state the coverages, limits and entities insured as set forth in this section 16 of the Exhibition Rules and Regulations.

h) Exhibitor shall submit the certificate of insurance required pursuant to the terms of this section 16 to:

ACORD
Alisen Herman, Manager, Creative Events & Design
PO Box 1529
Two Blue Hill Plaza 3rd Floor
Pearl River, NY 10965
(845) 620-1700, EXT. 442
FAX (845) 620-3602
aherman@acord.org

i) The Certificate of Insurance must reveal that the following persons and entities are additional insureds: “ACORD Corporation, Life Office Management Association, Inc., Mandalay Bay Resort and Casino, LLC, MGMMirage, along with each of said entities’ subsidiaries and affiliates, and their respective officers, directors, employees and agents.” Exhibitor shall not be permitted on the show floor and its Exhibit Booth Fee shall be retained as liquidated damages and not as a penalty, if a Certificate of Insurance meeting the requirements of this section 16 is not submitted to SHOW MANAGEMENT. This subsection (i) shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in this Agreement.

j) Exhibitor acknowledges that neither SHOW MANAGEMENT, nor the Event Facility, maintains insurance covering Exhibitor’s property and that it is the sole responsibility of Exhibitor, at its expense, to obtain business interruption and property damage insurance insuring any losses by Exhibitor.

k) SHOW MANAGEMENT shall not have any liability for any losses (in contract, tort, warranty or otherwise) incurred in connection with any typographical errors or other inaccuracies, such as in Exhibitor’s name, address, phone number or e-mail address, which may ultimately appear in any Forum material.

17. **FULFILLMENT OF CONTRACT:** In the event that any occurrence, such as government regulation, war, insurrection, act of terrorism, nuclear or biological incident, Act of God, fire, flood, explosion, wind, hurricane, tornado, severe inclement weather, earthquake, drought, disaster, civil disorder, failure or curtailment of transportation facilities, failure or curtailment of public utilities, public emergency, quarantine, communicable disease outbreak, casualty, unavailability in whole or in part of the Event Facility, riot, strike, lock-out, labor disruption, acts of third parties for which SHOW MANAGEMENT is not responsible or any other occurrence, similar or dissimilar to the aforesaid occurrences, beyond the reasonable control of SHOW MANAGEMENT, shall render the fulfillment of this Agreement illegal, impossible or commercially impracticable by SHOW MANAGEMENT, the parties shall mutually amend or terminate the Agreement at SHOW MANAGEMENT's option. Exhibitor hereby waives any claim against SHOW MANAGEMENT for damages or compensation. SHOW MANAGEMENT shall return a portion of the amount paid for booth space after deduction of any amounts necessary to cover expenses incurred in connection with the Forum. Such expenses shall include, but not be limited to, all expenses incurred by SHOW MANAGEMENT as a result of contracts with third parties for services or products incidental to the Forum including, but not limited to, out of pocket expenses incidental to the Forum, and all overhead expenses attributable to the production of the Forum. No monies will be returned should SHOW MANAGEMENT change the dates or location of the Forum, but Exhibitor will be assigned space, which the Exhibitor agrees to use under these same rules and regulations. SHOW MANAGEMENT shall not be financially liable in the event the Forum is interrupted, cancelled, moved, or dates changed except as provided herein.
18. **SHOW MANAGEMENT:** All matters not covered in these conditions are subject to the decision of the SHOW MANAGEMENT, and all exhibitors must abide by decisions made by the SHOW MANAGEMENT.
19. Exhibitor agrees to comply with any and all additional exhibitor rules and regulations required by Freeman Decorating.
20. **ADA COMPLIANCE:** Exhibitor represents and warrants: (1) the exhibit will be accessible to the full extent required by law; (2) that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by the Act; and (3) that it shall protect, defend, indemnify, save and hold harmless SHOW MANAGEMENT from and against any and all claims and expenses including reasonable attorneys fees and litigation expenses that may be incurred by or asserted against SHOW MANAGEMENT on the basis of the Exhibitor's breach of this section 20 or non-compliance with any of the provisions of the ADA.
21. **BOOTH ASSIGNMENTS:** Booth assignments will be made only after receipt of the Booth Reservation Form & Agreement and \$500 non-refundable deposit. After assignment, booth space location may not be changed, transferred, or canceled except upon written request and with the subsequent written approval of SHOW MANAGEMENT. Notwithstanding the above, SHOW MANAGEMENT reserves the right to change location assignments at any time if SHOW MANAGEMENT deems such change necessary due circumstances beyond its reasonable control.
22. **EXHIBITOR APPOINTED CONTRACTORS (EAC):** Any Exhibitor using an EAC agrees to notify SHOW MANAGEMENT of such appointment and agrees to protect, defend, indemnify, save and hold harmless SHOW MANAGEMENT, the Event Facility, all official contractors, along with each of said entities' parents, subsidiaries and affiliates, and their respective officers, directors, employees and agents, from any and all liability for any act, complaint, damage, or loss to any other exhibitor, the Event Facility, the property of any contractor or any consequential damages arising out of any such act or loss from the time the independent EAC first arrives at the facility until the final move-out is complete excluding any such liability caused by the sole gross negligence of one of the indemnified individuals or entities set forth in this section 22. The Exhibitor further agrees that SHOW MANAGEMENT may prohibit the EAC from working in the Event Facility if they do not fully comply with all rules, regulations, policies and procedures set forth for them at the Forum. Any Exhibitor using an EAC agrees to advise its EAC of all rules, regulations, policies and procedures, and ensure that the EAC complies therewith.
23. **COPYRIGHT PERMISSION:**
 - a) Exhibitor represents and warrants that no musical work protected by copyright will be staged, produced, or otherwise performed, via either "live" or "mechanical" means, by or on behalf of Exhibitor unless Exhibitor has previously obtained written permission from the copyright owner or the copyright owner's designee (e.g., ASCAP, BMI or SESAC) for such use.
 - b) Exhibitor further represents and warrants that it shall be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including but not limited to all obligations to report data and to pay royalty fees.

24. CARE OF BUILDING AND EQUIPMENT: Exhibitors or their agents shall not injure or deface any part of the Event Facility, the booths or booth contents or show equipment and decor. When such damage appears, the Exhibitor is liable to the owner of such property. Exhibitor shall protect, defend, indemnify, save and hold harmless, SHOW MANAGEMENT for any and all claim(s) made against SHOW MANAGEMENT by the owner of the property relative to such damage.
25. ERRORS AND OMISSIONS: SHOW MANAGEMENT assumes no responsibility or liability for any of the services performed or materials delivered by official Forum contractors or other suppliers to the Forum, their personnel, or their agents. Any controversies which may arise between exhibitors and official contractors or union representatives, or personnel of either, on the Forum premises shall be referred to SHOW MANAGEMENT for resolution, and SHOW MANAGEMENT's decision shall be final and binding.
26. ENFORCEMENT OF REGULATIONS: SHOW MANAGEMENT has full power to interpret and enforce all regulations of the Forum and the power to make amendments and/or further regulations, orally or in writing, that are considered necessary for the proper conduct of the Forum. Such decisions shall be binding on exhibitors. In addition, all exhibitors agree to be bound by the terms of SHOW MANAGEMENT's agreement with the facility in which the Forum is held. Failure to comply with any of these Exhibition Rules and Regulations, or any other rule, regulation and/or amendment described herein, shall be sufficient cause for SHOW MANAGEMENT to require the immediate removal of the exhibit and/or the offending exhibitor at the expense of such exhibitor and without refund of exhibitor's Exhibit Booth Fee, which the parties agree shall be retained by SHOW MANAGEMENT as liquidated damages and not as a penalty. Failure to comply with all applicable rules may also result in cancellation of all further rights to exhibit at future shows sponsored by SHOW MANAGEMENT together with all fees paid. SHOW MANAGEMENT may lease any space so cancelled to another exhibitor and retain all revenues collected as Liquidated Damages (and such retention shall not constitute a penalty).
27. CLAIMS, DISPUTES, CHOICE OF LAW:
 - a) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. This subsection shall, however, not be construed to limit or preclude a party from bringing any action in any court of competent jurisdiction for injunctive or provisional relief as necessary or appropriate.
 - b) This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of New York applied to agreements wholly negotiated, executed and performed therein.
28. WAIVER: Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Agreement. The rights of SHOW MANAGEMENT shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of SHOW MANAGEMENT.
29. SEVERABILITY: In the event any provision of this Agreement is held invalid or unenforceable then neither the remaining provisions of this Agreement nor other applications of the provisions involved shall be affected thereby.
30. AGREEMENT SUBJECT TO TERMS OF OTHER AGREEMENTS: This Agreement between the Exhibitor and SHOW MANAGEMENT is subject to terms of the contract between SHOW MANAGEMENT and the Event Facility including, without limitation, the Mandalay Bay Convention Center's planner's guide, and to the terms of any and all agreements between SHOW MANAGEMENT and any other party relating to the Forum. Exhibitors shall not undertake any act, or fail to fulfill any obligation, which shall be in violation of said agreements. The planner's guide is available from Mandalay Bay Resort & Casino via the following link: www.mandalaybay.com/plannersguide. If Exhibitor is unable to access the planner's guide via the aforesaid link, please contact Ms. Michell Merritt of ACORD at 845-620-1700 x. 423 (email: mmerritt@acord.org), to obtain a copy of it.
31. CONFLICT: The terms of this Agreement shall govern in the event of a conflict between the terms of this Agreement and the terms of the "Booth Reservation Form and Agreement" for the Forum.
32. PROHIBITED ACTIVITIES:
 - a) Exhibitors shall not conduct any contests in their booth without prior written consent from SHOW MANAGEMENT. Exhibitors are not allowed to conduct any activities that could be considered an illegal lottery under the laws where the Forum is to be held.
 - b) In the interest of the success of the Forum, Exhibitor agrees not to: (i) extend invitations to, or call meetings or host any event (social or business) involving attendees from the Forum or exhibit hall, or

otherwise encourage absence of attendees from the Forum or exhibit hall, during the official hours of the Forum; or (ii) disrupt the exhibits or activities of other exhibitors or any sponsors, or any other official functions scheduled by SHOW MANAGEMENT or their representatives or agents at the Forum.

33. RECORDING THE FORUM:

a) Exhibitor acknowledges and consents that SHOW MANAGEMENT (or ACORD and/or LOMA individually) may, itself or have third parties on its behalf, make recordings (including, but not limited to, audio, video and/or photographic recordings) ("Recordings") of the Forum generally in and around the facility at which the Forum is scheduled to be held including, but not limited to, the exhibit hall at the Forum. Further, SHOW MANAGEMENT (or ACORD and/or LOMA, individually) may, at its/their sole discretion, edit, mix, and/or transfer in whole or in part, any such Recordings to productions in any media now known or later developed ("Productions") and broadcast internally or externally by any means including, without limitation, over the Internet or otherwise use the Productions, as a whole or in segments, for information, training, promotional, marketing or any other business purposes. The Productions may, without limitation, be transmitted to and broadcast in the USA and overseas.

b) All rights and interests in the original Recordings of the Forum and any Productions shall vest in and remain vested either in (i) SHOW MANAGEMENT if the Recordings and/or Productions are made by a third party on behalf of SHOW MANAGEMENT or (ii) the recording party if such Recordings are made by either ACORD or LOMA individually, and to the extent that Exhibitor acquires any such rights or interests, Exhibitor hereby assigns such rights or interests to the recording entity (SHOW MANAGEMENT or ACORD and/or LOMA individually, as the case may be).

c) Exhibitor grants to the recording entity (SHOW MANAGEMENT, ACORD and/or LOMA individually, and any third party acting on its/their behalf) the non-exclusive right and license (subject to subsection "i" of this section 33, on a royalty free, irrevocable, perpetual and worldwide basis, to make Recordings of the Exhibitor Marks during the course of the Forum and to incorporate the Exhibitor Marks into any Productions. To the extent that the Productions do not pertain to the Forum, use of the Exhibitor Marks shall only be permitted in accordance with applicable law.

d) Exhibitor also grants to the recording entity (SHOW MANAGEMENT, ACORD and/or LOMA individually, and any third party acting on its/their behalf) the non-exclusive right and license, on a royalty free, irrevocable, perpetual and worldwide basis, to use, reproduce, distribute, display, publish, perform and, to the extent necessary to create any Productions described herein make derivative works of, any material captured in any Recording for which Exhibitor holds a copyright interest, for use in accordance with this Agreement. Exhibitor represents, warrants and covenants that it is the sole and exclusive owner of any such copyright interest; that it has the legal authority to grant this license; and that no other person or entity is required to give its consent for this license to be valid.

e) Exhibitor waives any right it may have to inspect or approve the original Recordings of the Forum or any subsequent Productions.

f) SHOW MANAGEMENT (or ACORD and/or LOMA individually) acknowledges that recordings of Exhibitor Marks and copyrighted material will be used in a professional manner and solely in accordance with this Agreement.

g) Exhibitor understands and acknowledges that SHOW MANAGEMENT, ACORD and/or LOMA individually, disclaim, and reserve the right to publicly disclaim, any endorsement, sponsorship or other support of Exhibitor and/or Exhibitor's goods or services.

h) Exhibitor shall ensure that its employees, consultants, agents and/or contractors attending the Forum on its behalf (if any) are made aware of and consent to the making of and use of the recordings in accordance with this Agreement. At the request of SHOW MANAGEMENT or ACORD and/or LOMA, individually, Exhibitor shall execute and/or cause such employees, consultants, agents and/or contractors to execute any documentation or agreement necessary to give effect to the foregoing.

i) Exhibitor may not make any recordings at the Forum without obtaining the prior written consent of SHOW MANAGEMENT.

34. REFERENCES TO MANDALAY BAY RESORT AND CASINO: All literature, promotional pieces, advertising and press releases may refer to the event location as "Mandalay Bay Resort" which words shall be printed in a manner that does not utilize any Mandalay Bay logo without Mandalay Bay Resort and Casino's prior written consent. To obtain approval for the use of Mandalay Bay Resort's logo or to obtain press kits, logo sheets or any other information on the property, please feel free to contact Mandalay Bay Resort and Casino's Sales office for assistance with working with Mandalay Bay Resort and Casino's Advertising and Publicity Department.

35. **SUITABILITY:** If Exhibitor or any person directly or indirectly related to Exhibitor in any capacity is required to apply to either the Nevada Gaming Commission or any other similar agency in any jurisdiction regulating the activities of Mandalay Bay Resort and Casino, its parent or subsidiary companies or affiliates (“Regulatory Authorities”) for a finding of suitability or other approval or investigation, Exhibitor shall promptly do so. If Exhibitor or any person directly or indirectly related to Exhibitor in any capacity is found unsuitable by any Regulatory Authority, or if the Regulatory Authority indicates that Mandalay Bay Resort and Casino’s association with such party may jeopardize its, or its parent’s or subsidiary companies’ or affiliates’ standing with such Regulatory Authority, SHOW MANAGEMENT shall have the right to immediately terminate this Agreement without penalty or refund of any monies, and SHOW MANAGEMENT shall have no liability or further obligations with regard to Exhibitor.
36. **HEADINGS.** The headings of the various sections hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

Exhibitor Appointed Contractor(s)

Exhibitors using Exhibitor Appointed Contractors must complete and return this form to ACORD, attn: Alisen Herman, P.O. Box 1529, Two Blue Hill Plaza, 3rd Floor Pearl River, NY, 10965. **Deadline: January 8, 2010**

SHOW MANAGEMENT has appointed Freeman Decorating as the official labor contractor for the installation and dismantling of the ACORD LOMA Insurance Systems Forum. As qualified (union) personnel are required to uncrate, assemble, dismantle and recreate displays and equipment, it is essential that you make advance arrangements with Freeman Decorating, using the labor order form contained in the Set-Up Manual.

Exhibitors are permitted to engage independent exhibitor appointed contractors (EAC's) for installation and dismantling, other than the designated "official contractor," provided exhibitors and their contractors adhere strictly to the following criteria:

1. Authorization must be sought by submitting to SHOW MANAGEMENT this "Exhibitor Appointed Contractor(s)" form by January 8, 2010.
2. Exhibitor shall cause its EACs to complete, sign and return (within the time-frame established by and acceptable to Mandalay Bay Resort and Casino) the Mandalay Bay Resort and Casino Contractor/Vendor Working Policies document, which is accessible via the following link:
<http://www.mandalaybay.com/pdf/Contractor-Vendor-Policy.pdf>.
(This requirement is in addition to the requirement set forth as criteria 1, above).
3. a) Each EAC shall maintain and keep in force during the term of the installation, use of the Event Facility, and move-out dates, policies of (i) Commercial General Liability Insurance and Contractual Liability Insurance insuring bodily injury, personal injury and property damage liability and products completed operations; (ii) Automobile Liability Insurance; and (iii) Workers' Compensation and Employer's Liability Insurance. Such insurance policies shall be issued by insurance carrier(s) authorized to do business in the State of Nevada, with AM Best's rating(s) of A:VII or better. The minimum coverages and limits of such policies shall be as follows:

Workers Compensation – Statutory

Employers Liability meeting the requirements of the State of Nevada but in no event with coverages and limits in lesser amounts than as follows:

– Each Accident	\$500,000
Disease – policy limit	\$500,000
Disease – each employee	\$500,000

Commercial General Liability – Combined Single Limit

Each Occurrence (bodily injury and property damage)	\$2,000,000
Products aggregate	\$2,000,000
General aggregate	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Medical Payments	\$ 5,000
Blanket contractual to include indemnification	

Automobile – Including owned, hired & non-owned

Combined Single Limit	\$1,000,000
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b) ACORD Corporation, Life Office Management Association, Inc., Mandalay Bay Resort and Casino, LLC MGMMirage, along with each of said entities' parents, subsidiaries and affiliates, and their respective officers, directors, employees and agents shall be included as additional insureds on a primary and non-contributory basis on all commercial general liability policies and shall have a right to thirty (30) days advance written notice in the event any such policy is modified, cancelled or not renewed.

c) Each EAC hereby waives any and every claim which arises, or may arise, in its favor and against SHOW MANAGEMENT, jointly and severally, Mandalay Bay Resort and Casino, LLC and/or MGMMirage, along with each of said entities' parents, subsidiaries and affiliates, employees, and their respective officers, directors,

employees and agents, for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies.

d) Each EAC agrees to furnish a certificate of insurance to SHOW MANAGEMENT on or before March 16, 2010. The certificate must state the coverages, limits and entities insured as set forth in this section.

e) Each EAC shall submit the certificate of insurance required pursuant to the terms of this section to:

ACORD

Alisen Herman, Manager, Creative Events & Design

PO Box 1529

Two Blue Hill Plaza 3rd Floor

Pearl River, NY 10965

(845) 620-1700, EXT. 442

FAX (845) 620-3602

aherman@acord.org

f) Certificates of insurance that do not reference the following entities as additional named insureds and otherwise comply with the terms of this section shall not be accepted and the EAC shall not be permitted on the show floor: "ACORD Corporation, Life Office Management Association, Inc., Mandalay Bay Resort and Casino, LLC, MGM Mirage, along with each of said entities' subsidiaries and affiliates, and their respective officers, directors, and employees and agents."

g) Each EAC acknowledges that neither SHOW MANAGEMENT, nor the Event Facility maintains insurance covering EAC's property and that it is the sole responsibility of the EAC, at its expense, to obtain business interruption and property damage insurance insuring any losses by EAC.

4. Exhibitor shall ensure that EACs are properly licensed by any and every applicable municipal, county, state or Federal licensing authorities.
5. No one will be allowed on the floor without proper show credentials. It is therefore imperative that contractors notify SHOW MANAGEMENT by April 1, 2010 of the **number and names** of employees requiring work passes. SHOW MANAGEMENT will then prepare for each contractor official Work Passes that will be available in the registration area at the Event Facility. Authorized workers must wear these Work Passes at all times while on the show floor.
6. EACs must be signatory to and comply with current labor contracts for appropriate labor jurisdictions at the Event Facility and shall not provide services in conflict with existing labor contracts, regulations or work rules.
7. EACs must notify SHOW MANAGEMENT in advance of Forum set-up where they may be reached by telephone during the Forum in case of emergency.
8. EACs shall cooperate fully with the official contractor and shall comply with all rules, regulations, policies and procedures of the Event Facility.
9. EACs agree to work from the service area location designated by SHOW MANAGEMENT.
10. If Exhibitor is notified by SHOW MANAGEMENT or the Event Facility of any non-compliance with the foregoing criteria, then Exhibitor shall immediately correct or cause to be corrected such noncompliance.

For services including, but not limited to, materials handling at the Event Facility (i.e. drayage), electrical, plumbing, compressed air, gas, telecommunications, food and beverages, and booth cleaning, the Event Facility and/or Freeman Decorating, or the contractors designated by such entities must be used without exception. Additional restrictions on the use of contractors apply to this Agreement. Please see Mandalay Bay Resort and Casino's Exhibitor Brochure, Mandalay Bay Convention Center's planner's guide and the exhibitor service kit for further details.

(continued on next page)

Exhibitors warrant and represent that they have no third party obligations which would prevent Exhibitors from using the Event Facility's or Freeman Decorating's exclusive contractors or services or which would otherwise prevent Exhibitors from entering into this Agreement.

Name of Exhibiting Company: _____ Booth No. _____

Authorized by: _____ Title: _____

Signature

Print Name

Telephone: _____

INDEPENDENT CONTRACTOR:

Company Name

Contact Name

Address

Telephone Number

Estimated Arrival at Show

Number of Workers