



CAL SOUTH - Excellence in Soccer | 1029 S. Placentia Ave Fullerton, CA 92831

BRITNEY GAMBLE | Sales & Sponsorship Account Manager | Phone: 714.451.1540 | Fax: 714.441.0715 | E-mail: bgamble@calsouth.com

GENERATE MORE **LEADS** AND **MAXIMIZE** YOUR EXHIBITING INVESTMENT!

EXHIBITOR INFORMATION

| | | | |
|-------------------------------------|------------|----------------|-----------------|
| ▶ | | | |
| Company Name | | | |
| ▶ | | | |
| Contact Name | Title | Country | ZIP/Postal Code |
| ▶ | | | |
| Address | City | State/Province | Website |
| ▶ | | | |
| Phone | Cell Phone | Fax | E-mail |
| ▶ | | | |
| Product/Service (Brief Description) | | | |

CONTACT INFORMATION (If different than Exhibitor Information)

Please send all Soccer Nation Expo Communications to the following:

| | | | |
|--------------|-----------------------------------|-----|--------|
| ▶ | | | |
| Contact Name | Name of Person Submitting Request | | |
| ▶ | | | |
| Phone | Cell Phone | Fax | E-mail |

SOCCER NATION EXPO 2012 - EVENT INFORMATION

LOCATION:

- Los Angeles Convention Center - South Hall
- 1201 S. Figueroa St., Los Angeles, CA 90015.

DATES:

- February 25 & 26, 2012

SHOW HOURS:

- Saturday, February 25, 2012 | 8:30AM – 9:30AM VIP Coaches | 9:30AM – 5:00PM General Public
- Sunday, February 26, 2012 | 9:00AM – 4:00PM General Public

MOVE IN:

- Friday, February 24, 2012 | 11:00AM – 5:00PM
(Larger exhibitors may be allowed to move in once tape is down at the discretion of show management.)

MOVE OUT:

- Sunday, February 26, 2012 | 4:30PM – 8:00PM

CAL SOUTH CONTACT INFORMATION

FOR QUESTIONS, PLEASE CONTACT:

Brittney Gamble

Toll Free: 888.429.7276 x 1540

Direct: 714.451.1540

Fax: 714.441.0715



CAL SOUTH - Excellence in Soccer | 1029 S. Placentia Ave Fullerton, CA 92831
BRITTNEY GAMBLE | Sales & Sponsorship Account Manager | Phone: 714.451.1540 | Fax: 714.441.0715 | E-mail: bgamble@calsouth.com

BOOTH SPACE RESERVATION - PAGE 1 OF 2

STANDARD SOCCER NATION EXPO BOOTH INFORMATION

INCLUDED:

- 10' X 10' Carpeted Exhibit Area
- 1 Exhibitor Identification Sign
- 6' Draped Table
- 2 Chairs, 1 Wastebasket
- 2 Name Badges

DOES NOT INCLUDE:

- Electrical
- Internet Access

BOOTH LOCATION

Location will be assigned by Cal South at its discretion based on the overall configuration of the show floor.

BOOTH FEES

| | | | |
|--------------------------|---|-----------------------------|-----------------------|
| <input type="checkbox"/> | Standard Booth Fee (Before October 31) | First 10' X 10' Booth. | \$925 |
| | | Additional 10' X 10' Booth. | \$825 (Each) |
| <input type="checkbox"/> | AFTER October 31, 2011 | First 10' X 10' Booth. | \$1,025 |
| | | Additional 10' X 10' Booth. | \$925 (Each) |
| <input type="checkbox"/> | AFTER November 30, 2011 | First 10' X 10' Booth. | \$1,100 |
| | | Additional 10' X 10' Booth. | \$1,000 (Each) |

Please mark your selection in the box(es) on the left above.

SPECIAL CONFIGURATIONS & UPGRADES

| | | |
|--------------------------|---|------------------------------------|
| <input type="checkbox"/> | Corner Booth | \$75 |
| | A "corner" booth is defined as a booth exposed to an aisle on two (2) sides or a booth without an adjacent exhibitor within ten (10) feet. Charge is in addition to standard booth fee. | |
| <input type="checkbox"/> | Island Booth | \$350 |
| | An "island" booth requires a minimum four (4) booth purchase and is exposed on all four (4) sides without an adjacent exhibitor within ten (10) feet. Charge is in addition to standard booth fee. | |
| <input type="checkbox"/> | Additional Name Badges | Quantity: _____ \$15 (Each) |
| | Two (2) badges are included with each booth. Name badges will not be available after 01/13/2012. | |
| <input type="checkbox"/> | Networking Opportunity | \$75 (Per Person) |
| | Join us at the JW Marriott Hotel after Soccer Nation Expo for the Cal South Awards Banquet. It's the perfect opportunity to enjoy an excellent meal in a relaxed and elegant environment while networking with League Presidents, VIPs, coaches, and the Corporate Soccer Community. Saturday, February 25, 2012, 6:00PM at the JW Marriott at L.A. Live. | |

Please mark your selection in the box(es) on the left above.



CAL SOUTH - Excellence in Soccer | 1029 S. Placentia Ave Fullerton, CA 92831

BRITTNEY GAMBLE | Sales & Sponsorship Account Manager | Phone: 714.451.1540 | Fax: 714.441.0715 | E-mail: bgamble@calsouth.com

BOOTH SPACE RESERVATION - PAGE 2 OF 2

SOCCER NATION EXPO 2012 SPECIALS

| | | |
|--------------------------|---|----------------|
| <input type="checkbox"/> | Magazine Package | \$3,500 |
| | Save \$625! (See page 5 for details.) | |
| <input type="checkbox"/> | Premium Package | \$1,450 |
| | Save \$425! (See page 5 for details.) | |
| <input type="checkbox"/> | Elite Package | \$1,100 |
| | Save \$225! (See page 5 for details.) | |
| <input type="checkbox"/> | Select Package | \$1,000 |
| | Save \$125! (See page 5 for details.) | |
| <input type="checkbox"/> | Tournament Package (Sanctioned Tournaments Only) | \$1,100 |
| | Save \$375! (See page 5 for details.) | |

Please mark your selection in the box(es) on the left above.

PROMOTION & SPONSORSHIP OPPORTUNITIES

| | | |
|--------------------------|---|---------------------------|
| <input type="checkbox"/> | Goodie Bag | \$425 (Exhibitors) |
| | Companies not in attendance at Soccer Nation Expo may participate for \$595. (See page 6 for details.) | |
| <input type="checkbox"/> | Goodie Bag Sponsor | \$685 |
| | (See page 6 for details.) | |
| <input type="checkbox"/> | VIP Coach Pass Goodie Bag | \$295 |
| | (See page 6 for details.) | |
| <input type="checkbox"/> | Passport To Winnings | \$595 |
| | (See page 6 for details.) | |
| <input type="checkbox"/> | Soccer Nation Expo Coupon/Schedule Book | \$350 (Exhibitors) |
| | (See page 6 for details.) | |
| <input type="checkbox"/> | Golden Goal Listing | \$195 |
| | (See page 6 for details.) | |
| <input type="checkbox"/> | Website Advertising | \$495 |
| | (See page 7 for details.) | |
| <input type="checkbox"/> | Signage on "The Presentation Pitch" | \$695 |
| | (See page 7 for details.) | |
| <input type="checkbox"/> | Entrance Hall Signage | \$525 |
| | (See page 7 for details.) | |
| <input type="checkbox"/> | Pitch Presentations* | \$1,500 |
| | *Pitch Presentations available to SNE Exhibitors ONLY and are subject to availability. | |
| <input type="checkbox"/> | VIP Coach Pass Classroom Sponsor** (Limited number available, exclusive) | \$695 |
| | **VIP Coach Pass Classroom Sponsorship available to SNE Exhibitors ONLY and are subject to availability. | |

Please mark your selection in the box(es) on the left above.



2012 BOOTH ORDER: SOCCER NATION EXPO

CAL SOUTH - Excellence in Soccer | 1029 S. Placentia Ave Fullerton, CA 92831
BRITNEY GAMBLE | Sales & Sponsorship Account Manager | Phone: 714.451.1540 | Fax: 714.441.0715 | E-mail: bgamble@calsouth.com

PAYMENT & FEES

EXHIBITOR PAYMENT

PLEASE NOTE:

- Exhibitor "Booth Space" and any "Promotional and Sponsorship Opportunities" are not considered reserved until they are paid in full.
- All booth fees are Non-Refundable and Non-Transferable.

Amount Due: _____

- Check enclosed for the amount due shown above. (Make check payable to Cal South.)
- I authorize Cal South to charge my credit card identified below for all charges associated with this insertion order.

Credit Card Type: VISA MASTERCARD AMERICAN EXPRESS DISCOVER

| | | | | | |
|---|--|-------------------------|--|---|--|
| ▶ _____ | | ▶ _____ | | ▶ _____ | |
| Credit Card Number | | Expiration Date (MM/YY) | | CVC/CVV Code # (Last 3 #'s on back of card) | |
| ▶ _____ | | ▶ _____ | | ▶ _____ | |
| Cardholder Name (As it appears on card) | | Cardholder Address | | | |
| ▶ _____ | | ▶ _____ | | ▶ _____ | |
| City | | State/Province | | Country | |
| ▶ _____ | | ▶ _____ | | ▶ _____ | |
| Cardholders Signature | | Date (MM/DD/YY) | | | |

Note: By signing this contract, you authorize Cal South to charge the credit card listed above for the amount you have specified.

DISCLAIMER

I understand that this application becomes a binding contract when accepted and signed by Cal South. I/we agree to abide by the Rules and Regulations published on this form and those listed in the Soccer Nation Exposition Rules and Regulations and those of the Los Angeles Convention Center, as well as subsequent additions.

I HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS AND CONDITIONS OF THIS AUTHORIZATION FORM.

| | | | |
|----------------------|--|-----------------|--|
| ▶ _____ | | ▶ _____ | |
| Name (Please print) | | Date (MM/DD/YY) | |
| ▶ _____ | | ▶ _____ | |
| Exhibitors Signature | | | |

| | | | |
|---|--|-----------------|--|
| ▶ _____ | | ▶ _____ | |
| Accepted by Cal South | | Date (MM/DD/YY) | |
| Cal South use ONLY , please leave blank. | | | |

PLEASE RETURN ORIGINAL SIGNED CONTRACT, BOOTH SELECTION FORMS, AND FULL PAYMENT TO:

Cal South, Attn: Brittney Gamble
1029 S. Placentia Ave.
Fullerton, CA 92831

If paying with a credit card, please fax booth order to Rebecca Nelson at 714.451.1016.
If paying by check or money order, please mail booth order and payment to: Cal South, Attn: Brittney Gamble, 1029 S. Placentia Ave., Fullerton, CA 92831.
Booth orders may also be scanned and e-mailed to Brittney Gamble at bgamble@calsouth.com



CAL SOUTH - Excellence in Soccer | 1029 S. Placentia Ave Fullerton, CA 92831

BRITTNEY GAMBLE | Sales & Sponsorship Account Manager | Phone: 714.451.1540 | Fax: 714.441.0715 | E-mail: bgamble@calsouth.com

BOOTH PACKAGE DETAILS

SOCCER NATION EXPO SPECIALS

Specials good through October 31, 2011, unless otherwise noted:

| | |
|---|----------------|
| Magazine Package | \$3,500 |
| <ul style="list-style-type: none">• One (1) 10' X 10' Booth• Full-Page Color Ad in Cal South Soccer Magazine (February issue is also the Soccer Nation Expo program)• Package available through December 15, 2011• \$625 in Savings! | |
| Premium Package | \$1,450 |
| <ul style="list-style-type: none">• One (1) 10' X 10' Booth• Full-Page Color Ad in SNE Coupon/Schedule Book• Tournament Guide Full Page Color Ad• \$425 in Savings! | |
| Elite Package | \$1,100 |
| <ul style="list-style-type: none">• One (1) 10' X 10' Booth• Full-Page Color Ad in SNE Coupon/Schedule Book• Additional \$100 November 1, 2011-January 15, 2012• \$225 in Savings! | |
| Select Package | \$1,000 |
| <ul style="list-style-type: none">• One (1) 10' X 10' Booth• Half-Page Color Ad in SNE Coupon/Schedule Book• Additional \$100 November 1, 2011-January 15, 2012• \$125 in Savings! | |
| Tournament Package (Sanctioned Tournaments Only) | \$1,100 |
| <ul style="list-style-type: none">• One (1) 10' X 10' Booth.• Tournament Guide Full-Page Color Ad• \$375 in Savings! | |



CAL SOUTH - Excellence in Soccer | 1029 S. Placentia Ave Fullerton, CA 92831

BRITTNEY GAMBLE | Sales & Sponsorship Account Manager | Phone: 714.451.1540 | Fax: 714.441.0715 | E-mail: bgamble@calsouth.com

PROMOTION & SPONSORSHIP DETAILS

PROMOTION & SPONSORSHIP OPPORTUNITIES

| | |
|---|---------------------------|
| Goodie Bag | \$425 (Exhibitors) |
| <p>Distributed to Tournament Directors, League Presidents and the first 500 attendees each day (total 1,400 bags).</p> <ul style="list-style-type: none"> • Goodie Bag purchasers may insert a standard postcard, an 8.5" X 11" flyer, catalog, or a promotional product (i.e. pen, squeeze ball, etc.) into the Goodie Bags. • Companies not in attendance at Soccer Nation Expo may participate for \$595. <p>*All artwork/inserts must be approved by Cal South.</p> | |
| Goodie Bag Sponsor | \$685 |
| <p>Advertise your company and draw attendees to your booth by sponsoring the Soccer Nation Expo Goodie Bag.</p> <p>SPONSORSHIP INCLUDES:</p> <ul style="list-style-type: none"> • Sponsor to provide 1,000 printed bags to SNE staff 2 weeks prior to event. • Custom printing of company logo/artwork on one side of bag, Soccer Nation Expo logo on the other side. • Insertion of brochure or handout in each Goodie Bag. • PA announcement at show opening. <p>*All artwork must be approved by Cal South.</p> | |
| VIP Coach Pass Goodie Bag | \$295 |
| <p>Reach up to 500 Directors of Coaching and soccer coaches attending Soccer Nation Expo!</p> <ul style="list-style-type: none"> • VIP Coach Pass Goodie Bag purchasers may insert a standard postcard, an 8.5" X 11" flyer, catalog, or promotional product (i.e. pen, squeeze ball, etc.) into the goodie bags. <p>*All artwork/inserts must be approved by Cal South.</p> | |
| Passport To Winnings | \$595 |
| <p>Drive VIP Coach Pass coaches directly to your booth and maximize your investment at Soccer Nation Expo with this unique promotion.</p> <p>IN ADDITION, YOU WILL RECEIVE:</p> <ul style="list-style-type: none"> • Contact list for all registered Soccer Nation Expo VIP Coach Pass coaches (after the Expo). • Coaches MUST visit your booth to receive a stamp in their passport to become eligible for fantastic prizes! • Only 10 spots available! <p>*Demand for this is very high. Get your request in early!</p> | |
| Soccer Nation Expo Coupon/Schedule Book | \$350 (Exhibitors) |
| <p>\$350 full page for exhibitors / \$550 full page for non-exhibitors</p> <ul style="list-style-type: none"> • The Coupon/Schedule Book is distributed and available to all attendees. This is a full page, front and back ad that can be used as a show coupon to drive attendees to your booth. Non-exhibitors may use the ad for awareness and post-show offers. | |
| Golden Goal Listing | \$195 |
| <p>Maximize your Soccer Nation Expo exposure with enhanced listings in the show directory and on the Exhibitor listing page located on www.SoccerNationExpo.com.</p> <p>ENHANCED LISTING INCLUDES:</p> <ul style="list-style-type: none"> • Company name, logo and booth number. • Personalized message of 20 words or less. • Link to your website. | |



CAL SOUTH - Excellence in Soccer | 1029 S. Placentia Ave Fullerton, CA 92831

BRITTNEY GAMBLE | Sales & Sponsorship Account Manager | Phone: 714.451.1540 | Fax: 714.441.0715 | E-mail: bgamble@calsouth.com

PROMOTION & SPONSORSHIP DETAILS

PROMOTION & SPONSORSHIP OPPORTUNITIES

| | |
|---|----------------|
| Website Advertising | \$495 |
| <p>Increase website and booth traffic with banner advertisement on the Soccer Nation Expo website.</p> <ul style="list-style-type: none"> Rotating banner ad (468 X 60 pixels) with link on the Soccer Nation Expo website for one (1) calendar month. <p>*All artwork must be approved by Cal South.</p> | |
| Signage on "The Presentation Pitch" | \$625 |
| <p>Create a custom 29" X 84" "Field Board" on The Presentation Pitch, where coaching demonstrations will be taking place all day long!</p> <ul style="list-style-type: none"> Cost for printing the board is included. <p>*All artwork must be approved by Cal South.</p> | |
| Entrance Hall Signage | \$525 |
| <p>Increase booth traffic by advertising in the entrance area leading into the Soccer Nation Expo hall.</p> <ul style="list-style-type: none"> One 24" X 28" foamcore sign printed to your specification. Cost for printing the board is included. <p>*All artwork must be approved by Cal South.</p> | |
| Pitch Presentations* | \$1,500 |
| <p>Present your newest product or service in front of hundreds of show attendees and VIP Coaches on The Presentation Pitch at Soccer Nation Expo.</p> <p>PITCH PRESENTATION INCLUDES:</p> <ul style="list-style-type: none"> 15 minutes of presentation time on The Presentation Pitch. Two (2) PA announcements throughout the show hall prior to the scheduled presentation. Pitch Sponsorship and topic listed in all Pitch schedules. <p>*Pitch Presentations ONLY available to SNE Exhibitors and are subject to availability.</p> | |
| VIP Coach Pass Classroom Sponsor** (Limited number available, exclusive) | \$695 |
| <p>Introduce your product to highly sought-after coaches in a private classroom setting.</p> <p>SPONSORSHIP INCLUDES:</p> <ul style="list-style-type: none"> Sponsorship acknowledgement on website schedule pages, promotion materials and e-mails. Sponsor materials distributed during classroom session. Contact information for all VIP Coach Pass registrants. <p>**VIP Coach Pass Classroom Sponsorship Available to SNE Exhibitors ONLY.</p> | |



CAL SOUTH - Excellence in Soccer | 1029 S. Placentia Ave Fullerton, CA 92831

BRITNEY GAMBLE | Sales & Sponsorship Account Manager | Phone: 714.451.1540 | Fax: 714.441.0715 | E-mail: bgamble@calsouth.com

EXHIBITOR RULES AND REGULATIONS - PAGE 1 OF 2

SOCCER NATION EXPO 2012 RULES & REGULATIONS

1. DEFINED TERMS

The term "Event" means the Cal South Soccer Nation Expo, scheduled to be held on February 25-26, 2012 (the "Event Dates") at the Los Angeles Convention Center (the "Exhibit Facility"). The Event is owned, produced and managed by the California State Soccer Association – South (Cal South). As used hereinafter, the term "Organizer" means, collectively, Cal South, and each of its officers, directors, agents, affiliates, representatives, employees, and assignees, unless the context requires otherwise. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by Cal South in the manner stated below and (ii) each of its officers, directors, employees, contractors, agents, representatives, and/or invitees, as applicable.

2. CONTRACT ACCEPTANCE

This contract shall become binding and effective only when it has been signed by the Exhibitor and counter-signed by a duly appointed representative of Cal South.

3. ASSUMPTION OF RISKS; RELEASES

Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation at the Event, including, without limitation, all risks of theft, loss, harm, damage, or injury to the person (including death), property, business, or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, or otherwise. Exhibitor has sole responsibility for its property, or any theft, damage or other loss to such property (whether or not stored in any courtesy stage area), including any subrogation claims by its insurer, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages, and liabilities described in this paragraph.

4. INDEMNIFICATION

Exhibitor shall indemnify, defend (with legal counsel satisfactory to Cal South), and hold Organizer and the Exhibit Facility harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorney's fees, and expenses which result from, or arise out of or in connection with: (A) Exhibitor's participation or presence at the Event; (B) a breach by Exhibitor of any agreements, covenants, promises, or other obligations under this contract; (C) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (D) any violation of infringement (of claim of violation or infringement) of any law or ordinance of the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right; (E) any libel, slander, defamation, or similar claims resulting from the actions of Exhibitor; (F) harm or injury (including death) to Exhibitor and (G) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance, or otherwise.

5. LIMITATION OF LIABILITY

Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive, or consequential damages whatsoever for any of their acts of omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstances exceed the amount actually paid to Cal South by Exhibitor for exhibit rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

6. QUALIFICATIONS OF EXHIBITOR

Organizer, in its sole discretion, determines whether a prospective Exhibitor is eligible to participate in the Event. Organizer, in its sole discretion, reserves the right to restrict or remove any exhibit.

7. ASSIGNMENT OF SPACE

Organizer reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to, or during the Event, if Organizer, in its sole discretion, determines that to do so is in the best interest of the event.

8. LATE SET-UP

If Exhibitor fails to set up during designated set-up time, a \$150 fine will apply. Organizer reserves the right to relocate booth.

9. CANCELLATION BY EXHIBITOR

If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice in writing sent to the Organizer with evidence of receipt. If written notice of cancellation is received after December 31, 2011, all paid exhibit fees and promotional and sponsorship fees will be forfeited by the Exhibitor. If written notice of cancellation is received prior to December 31, 2011, Exhibitor will be liable for 50% of the total exhibit fees and 100% of promotional opportunity fees. Please note that the marketing of all promotional opportunities ceases on the date of the cancellation. This amount is considered to be liquidated and agreed upon damages, for the injuries the Organizer 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 Organizer to sustain damages. In this situation, the Organizer'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 incorporated into this Agreement as a valid pre-estimate of these damages. Organizer reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the space in question. The canceled space is subject to the same cancellation provisions noted above. An Exhibitor may be required to move to a new location if it requests downsizing of space.

10. CANCELLATION BY ORGANIZER

If Exhibitor fails to make a payment required by this contract in a timely manner, Organizer may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. Organizer reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Organizer. Organizer is expressly authorized (but has no obligation) to occupy 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, and without releasing Exhibitor from any liability hereunder. Organizer may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on Organizer's part to refund any payments previously made and without releasing Exhibitor from any liability arising as a result of, or in connection with such breach.

11. CANCELLATION OF THE EVENT

If Organizer cancels the Event due to circumstances beyond the reasonable control of Organizer (such as acts of God, acts of war, governmental emergency, labor strike, or unavailability of the Exhibit Facility), Organizer shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of Organizer to Exhibitor. Organizer reserves the right to cancel, re-name, or relocate the Event, or change the dates on which it is held. If Organizer changes the name of the Event, relocates the Event to another Event Facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to the Exhibitor, but Organizer shall assign to Exhibitor, in lieu of the original space, such other space as Organizer deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If Organizer elects to cancel the Event other than for a reason previously described in this paragraph, Organizer shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

12. EXHIBIT SPACE OCCUPANCY

Hours and dates for installing, occupying, and dismantling exhibits shall be those specified by Organizer. If Exhibitor fails to install its display in its assigned space by Friday, February 24, 2012 at 5 p.m., or leaves its space unattended during Exhibit hours, Organizer shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by Organizer.



CAL SOUTH - Excellence in Soccer | 1029 S. Placentia Ave Fullerton, CA 92831

BRITNEY GAMBLE | Sales & Sponsorship Account Manager | Phone: 714.451.1540 | Fax: 714.441.0715 | E-mail: bgamble@calsouth.com

EXHIBITOR RULES AND REGULATIONS - PAGE 2 OF 2

PROMOTION & SPONSORSHIP OPPORTUNITIES

13. 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, product name, and likeness of Exhibitor in any directory (print, electronic, or other media) listing the exhibiting companies at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listings or descriptions, or for omitting any Exhibitor from the directory or other lists or materials. Organizer may also take photos of Exhibitor's booth space, exhibit, and personnel during, before, or after the open hours of the Event and use such photos for any Cal South promotions purpose. Organizer reserves the right to use the likenesses of any participating Exhibitors, performers and sponsors in any video, print, internet webpage, internet broadcast, or other forms of media to promote the Event.

14. CARE OF EXHIBIT FACILITY

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment, or the property of others caused by Exhibitor.

15. TAXES AND LICENSES

Exhibitor shall be solely responsible for obtaining any licenses, permits, or approvals under federal, state, or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event. Mandatory licenses include, but are not limited to: (a) California Resale Certificate (required if Exhibitor delivers product at Event); (b) City Business License; and (c) ASCAP or BMI Music Licenses for copyrighted audio or video presentations incorporated or used in Exhibitor's display.

16. COPYRIGHTED MATERIALS

Exhibitor shall not play or permit the playing or performance of, or distribution of, any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees, or other payments.

17. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all federal, state, and local laws, codes, ordinances, rules, and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

18. ADDITIONAL TERMS AND CONDITIONS

Organizer has sole control over attendance policies. Except as provided in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, Cal South in its sole judgment may refuse to consider for participation in future Events, an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of Cal South. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portions of its exhibit space.

19. EXHIBITOR SERVICE KIT

Approximately 90 days prior to the Event, each Exhibitor will be sent, either electronically or by email, an Exhibitor Service Kit addressed to the "Contact Name" listed on the Exhibit Space Application and Contract. The Exhibitor Service Kit will include information integral to participation at the Event, including, but not limited to: additional rules and regulations, official contractor order forms, shipping and drayage, utilities and building services, exhibitor display rules, and move-in and move-out schedules.

20. INCORPORATION OF RULES AND REGULATIONS

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to termination by Organizer

in its sole discretion. Organizer may adopt rules and regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Kit or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by Organizer as soon as these additional rules and regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Kit and any additional rules and regulations) adopted by Organizer state the entire agreement of the parties with respect to the subject matter hereof.

EXHIBIT A: BOOTH DEFINITIONS AND REGULATIONS

BOOTH GUIDELINES

Exhibitors may not obstruct the visibility of neighboring booths. Standard display booth measures 10' deep by 10' wide. It is equipped with an aluminum frame and curtain back and side panels. The back of the display is 8' tall and two side panels measure 3' tall. Larger booths such as 10' X 20', 10' X 30', etc. have the same back, however the sides are only on the ends (unless island formation is purchased). Exhibitors are allowed to display no higher than 2' above the top of the 8' back curtain (a total of 10' tall). The maximum height of your display cannot exceed 10 feet at the back of your booth. This includes signs, banners, merchandise, etc. Island formations with displays exceeding 10' in height must obtain written approval from the Organizer. The sides of your display cannot exceed 4' tall once they are four feet out from the back wall of the display. This is one foot above the curtained side panels provided.

BANNERS AND SIGNS

Banners and signs that are displayed above the curtained back wall of your booth cannot have printing on the backside. In other words, you cannot have your name printed on opposite side of your display to be seen by attendees on the aisle behind you. This creates an infringement on the other exhibitors. Overhead signs and banners cannot have pricing information on them. It is critical that your signs and banners appear neat and in good taste. The backsides must appear finished and clean. The Organizer reserves the right to ask you to remove any sign or banner deemed inappropriate or distracting. If you have any questions about this, contact Brittney Gamble at (714) 451.1540 prior to the show.

CANOPIES AND TOPS

Booths are not allowed to use canopies or tops without prior approval from the Organizer. Their use may create a violation of the basic booth regulations and may block the view of neighboring exhibitors.

MUSIC, T.V. AND VIDEO

The use of sound equipment for music, T.V. and video is accepted within your booth as long as the noise level does not disrupt the activities of neighboring exhibitors. Sound devices should be positioned so as to direct the sound into your booth rather than into the aisle. Sound and noise should not exceed 80 decibels. The Organizer reserves the right to ask you to turn down the volume level or turn it off completely if the sound interferes with surrounding exhibitors or Pitch presentations.

DEMONSTRATIONS

Exhibitors should conduct sales presentations and product demonstrations in a manner that assures all Exhibitor personnel and attendees are with the contracted exhibit space and not encroaching on the aisle or neighboring exhibits. It is the Exhibitor's responsibility to arrange displays, product presentation and demonstration areas to ensure compliance.

VARIANTS

If you have a special circumstance that you believe warrants additional consideration, please contact Brittney Gamble at Soccer Nation Expo to request a variant. You will need to submit your request in writing describing and illustration your booth design no later than 30 days prior to the move-in date.