

EXHIBIT SPACE CONTRACT

Exhibits: November 16 - 17, 2010

LA County Police Vehicle Test Day: November 18, 2010



Category: Please check all categories your products or services represent for listing in onsite program:

- Vehicles Communications
- Weapons Surveillance
- Specialty Units Facilities
- Correctional/Custodial
- Uniforms and Personal Equipment
- Information Technology
- Education/Training Security
- Amunition Software
- Vehicle Assoscessories

Equipment Vendor Fair: Los Angeles County Police Vehicle Test Day, you can display your equipment at this event for an additional \$250 per event.

Virtual Tradeshow: For \$50 your website is linked to www.copswest.com so COPSWEST attendees can find information about your company.

Outdoor Vehicle Display - Sold in 10' x 10' blocks for \$900.00 each block. You must purchase blocks based on the actual dimensions of your vehicle as expanded (in the case of command vehicles). For example, if your vehicle is 8'x8', one space, 8'x11', two spaces (long), 11'x11', four spaces (wide and long), etc.

For Vehicle Exhibits: If you are exhibiting vehicle(s) please identify (auto, trailer, motorcycle, van, helicopter, truck, etc.)

Length x width: _____

Number of Vehicles: _____

If you will be exhibiting a vehicle indoors, you must reserve a minimum of two booths per vehicle. If oversize vehicle or any type of aircraft, place call the COPSWEST office for special accommodations. There is a \$25 required fee per vehicle.

COPSWEST Contact Information: Please list the person that all advance and/or exhibitor information will be sent to. This will be the primary person that CPOA staff will contact.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Website: _____

Booth Fees & Payment Schedule:

CPOA Members 1 st Booth	\$1200
CPOA Non-Members 1 st Booth	\$1250
CPOA Members 2 nd Booth	\$1100
CPOA Non-Members 2 nd Booth	\$1150
CPOA Members 3 rd + Booth(s)	\$1000 ea
CPOA Non-Members 3 rd + Booth(s)	\$1050 ea
Premium Booths (per space):	
Level 1	add \$250
Level 2	add \$200
Level 3	add \$100
Outside Space	\$900 ea

A deposit of one-half of your total booth cost must accompany your Exhibit Space Contract if application is made prior to January 31, 2010. Balance of total booth cost is due by March 31, 2010. A 10% fee will be applied to any balance not paid in full by March 31, 2010. Exhibit Space Contracts submitted after March 31, 2010, must be accompanied by full payment for booth(s). Spaces are not considered reserved without payment.

Booth Selection: We are reserving _____ number of booths (maximum 12). Please refer to the floor plan for booth selection and list your top three choices below. If one of your top choices is available, you receive a confirmation of your booth space. If none are available, you will be contacted to select an available space. Booth space is assigned using an established priority system.

First Choice: _____ Second Choice: _____ Third Choice: _____

Companies to avoid close proximity: (not guaranteed) _____

Tradeshow Program and Exhibitor Guide: This EXACT address and contact information will be included in the COPSWEST onsite program and exhibitor guide.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____ Website: _____

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ONTARIO, CALIFORNIA

Contract: My signature, on behalf of myself and the company I represent, constitutes agreement to abide by all of the terms, conditions and obligations noted on this form and in the rules, regulations and restrictions printed on the pages 3 and 4, which are hereby incorporated and made a part of this agreement ("Contract Terms"). I affirm that I have read and understand all of the Contract Terms and have had the opportunity to review them with legal counsel prior to executing this contract.

Authorized Signature: _____

Title: _____

Date: _____

Please check here if you have a disability that may require accommodation in order to fully participate in this activity. You will be contacted by someone from COPSWEST to discuss your specific needs.

Complete and return with booth space deposit and full payment for virtual tradeshow options.

Complete and return with payment to:
COPSWEST
1455 Response Road, Suite 190
Sacramento, CA 95815
P. 916.263.5525 F. 916.263.6090
E. copswest@cpoa.org

Booth Fees & Payment:

- CPOA Members 1st Booth at \$1200 \$ _____
- CPOA Non-Members 1st Booth at \$1250 \$ _____
- CPOA Members 2nd Booth at \$1100 \$ _____
- CPOA Non-Members 2nd Booth at \$1150 \$ _____
- CPOA Members 3rd+ Booth(s) at \$1000 ea - # of booths ____ \$ _____
- CPOA Non-Members 3rd+ Booth(s) at \$1050 ea - # of booths ____ \$ _____
- Premium Booths:
 - Level 1: add \$250 ea - # of booths ____ \$ _____
 - Level 2: add \$200 ea - # of booths ____ \$ _____
 - Level 3: add \$100 ea - # of booths ____ \$ _____
- Outside Space at \$900 ea - # of booths ____ \$ _____
- Equipment Vendor Fair at \$250 ea \$ _____
- Vehicle Exhibit at \$25 per vehicle - # of vehicles ____ \$ _____
- Virtual Tradeshow at \$50
Please list your link below: _____ \$ _____

Total Amount \$ _____

Minimum Deposit, 50% of total \$ _____

Credit Card: VISA MASTERCARD AMEX

Credit Card #:

Expiration date: / Security Code:

Name on Card: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

By signing below I affirm that I am an authorized signer on the above mentioned account and that COPSWEST is authorized to charge the card for the amount indicated above.

Authorized Signature: _____

Date: _____

Make check or money order payable to: COPSWEST, 1455 Response Road, Suite 190, Sacramento, CA 95815



EXHIBITOR RULES, REGULATIONS AND INFORMATION

It is the exhibitor's responsibility to read and understand all rules, regulations and information. Contracts will be considered incomplete without signature.

Rules: These rules, regulations and restrictions govern all exhibitors and exhibits for COPSWEST, under the auspices of the California Peace Officers' Association (CPOA), and are part of the agreement for space.

Booth Size and Prices: All booths are 10' x 10'. The rate for the member first booth is \$1200; non-member first booth is \$1250; member second booth is \$1100; non-member second booth is \$1150; member booth three and additional are \$1000 each, and non-member booth three and additional are \$1050 each. Outside booths are \$900 each. End-caps and corner booths are at an additional premium (refer to floor plan for details). Each booth includes an 8' high back wall, 3' high sidewall dividers, a one or two line company identification sign, and carpet.

Exhibit Space: Neither the Exhibitor Agreement nor any booth or display space request or allocation will be binding on COPSWEST unless and until the exhibitor completes, signs and returns the Exhibitor Agreement; and issues payment in accordance with said agreement, and said agreement is executed by the exhibits staff on behalf of COPSWEST. COPSWEST is hereby authorized to assign exhibit space based on availability and in accordance with the Exhibitor's choice whenever possible. COPSWEST reserves the right to alter the location of exhibit spaces, at its sole discretion, in the best interest of the exhibition.

Deposit: One-half total booth cost must accompany Exhibit Space Contract and be returned prior to January 31, 2010. Total booth fees are due by March 31, 2010. If the total booth fees are not paid by March 31, 2010, COPSWEST may, at its option, consider the agreement cancelled by exhibitor, and retain the deposit. In such case, the parties agree that the amount of the deposit is a reasonable estimate of the damages/losses incurred by COPSWEST, and is not a penalty.

Use of Space: Exhibitors shall arrange their exhibits so they do not obstruct other exhibits. Aisles must be kept clear. To this end, exhibits should be so arranged that exhibitor representatives will be inside the space assigned. Display material or equipment at the sides of the booth should not exceed the height of the sidewalls. All material used for decoration shall be a flame retardant type. Fire exits and safety equipment within the exhibit hall must be left accessible and in view at all times. Display material or equipment of significant size must be approved in writing by COPSWEST management. Exhibitors wishing to hang signs or banners must obtain prior approval from COPSWEST management. Use of equipment with gasoline, natural gas or other non-electrical power must meet additional fire code standards, and must be approved in advance by COPSWEST. Please contact COPSWEST office for these regulations. A two-story exhibit or display must have available the original plans for the structure stamped by a California Structural Engineer. A fire extinguisher

is always required on the lower level of a two-story structure. The structural plans have to be reviewed by the Ontario Building Department and should be submitted to the event manager 60 days prior to move-in for review and approval by the Ontario Building Department.

Subletting or Assignment: COPSWEST strictly prohibits the sharing or "co-opting" of exhibit space unless the two companies are officially affiliated (proof required). Contracted exhibitors shall not assign, sublet, or share any space allocated to them without prior written permission from COPSWEST and may not advertise or display goods other than those manufactured or sold by them in the regular course of their business. Space assigned to the Exhibitor is for their exclusive use.

Exhibit Staff: Exhibits shall be staffed by technical, qualified individuals who are bona fide company employees or legitimate representatives. All personnel who are representatives of the exhibiting company must register as an "Exhibitor". Exhibitor badges will be allocated on the basis of square footage of the exhibit space: two badges per exhibiting company, plus two badges per 100 square feet (10'x10' space) of exhibit space. Exhibitors requiring or desiring additional badges for their personnel may obtain extra badges of either type by purchasing them. There is an \$10 fee to generate replacement badges for those that have been lost.

Occupancy of Space: Only one Exhibitor/Company as listed on the first page of this contract may occupy the exhibit space. Exhibitor agrees not to assign, sublease, or otherwise share all or any portion of the contracted exhibit space to or with any other party except a wholly owned subsidiary, or firms for which the Exhibitor is the sole distributor or worldwide agent. Exhibitor agrees not to display the products, literature, or advertising of any company other than that listed on the front of this contract. Companies found to have sublet existing or expansion space will forfeit future priority status.

Noise, Music, Video: Public address, sound producing and amplifying devices that project sound (e.g. music, singing) beyond the exhibitors' space are prohibited. Use of music, video other such element that may include copyrighted materials must be appropriately licensed by exhibitor. Exhibitor shall be solely responsible for said usage, and shall indemnify and defend COPSWEST organizers for any loss or claims filed as a result of use of noise, music or video by exhibitor at the show.

Suitcasing/Outboarding: COPSWEST considers the practices of Suitcasing and/or Outboarding to be unethical business conduct and strictly prohibits both practices. Suitcasing refers to the practice of companies or persons who go to shows as attendees but "work the aisles" from

their suitcase (briefcase), soliciting business from other attendees and exhibitors. Outboarding refers to non-supporting companies who set up exhibits or events at off-site locations, such as hotel hospitality suites or nearby restaurants, and encourages attendees to leave the show floor and spend time with them. For the good of the show and the exhibitors supporting the show, the only legitimate place to conduct business during show hours is within a contracted exhibit space on the show floor. Only official exhibitors and sponsors are allowed to conduct other hospitality events during non-show hours. All violations will be directed to the Exhibitor Subcommittee for penalties and sanctions against the violating company. Exhibiting companies are encouraged to protect their investment and report any violations to Show Management.

Liability: It is agreed that CPOA and COPSWEST, the Ontario Convention Center and GES Exposition Services shall not be liable to an exhibitor, its officers, employees, agents or volunteers, for any damage to, or for the loss or destruction of, an exhibit or the property of an exhibitor, or for personal or bodily injuries to an exhibitor, its officers, employees, agents or volunteers, resulting from any cause. All claims for any such loss, damage or injury are expressly waived by the exhibitor. Exhibitors shall maintain insurance at exhibitor's own expense to cover against said losses. Exhibitor must exercise reasonable diligence in protecting and/or securing its exhibits, displays and other property. In no event will COPSWEST be held responsible for the property of an exhibitor, its officers, employees, agents or volunteers.

Security: COPSWEST shall provide a reasonable level of security service throughout the hours of installation, exhibit hours and dismantling, and shall exercise reasonable care for the protection of the exhibitor's materials and displays. Beyond this, neither COPSWEST, the show facility, nor any officer, director or staff member thereof will be responsible for the safety of the property or the exhibitor from any cause. If desired, exhibitor should obtain, at its own expense, appropriate insurance to cover against said losses.

Failure to Occupy: Any space not occupied by 6:00 pm, Monday, November 15, 2010, will be forfeited by exhibitor without refund. All booths in COPSWEST are to be staffed at all times during trade show hours. Any booth left unattended for more than two hours during the show may be closed by COPSWEST management and space given to neighboring exhibitors. There will be no refunds for closed booths and said exhibitor shall lose priority placing for future shows. No displays may be dismantled before the official closing of the exhibits at 4:00 pm on Wednesday, November 17, 2010. To do so will be considered failure to occupy and be subject to the terms of

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"failure to occupy" as well as possible refusal to exhibit in future shows. Exhibits not set-up at by 6:00 pm will be assigned labor to install or removed from the hall. Labor expense for booths not installed by this time will be borne by the exhibitor. COPSWEST is not responsible for any damage to the Exhibitor's product due to setup or removal of the Exhibitor's booth.

Restrictions: COPSWEST is a professional tradeshow. Exhibitors and their staff and/or subcontractors should be dressed appropriately at all times (i.e. business apparel). COPSWEST, in its sole and absolute discretion, may refuse to permit exhibition of any products, services, and/or materials which are deemed by the COPSWEST organizers to be substantially inappropriate, in poor taste, or otherwise objectionable to show attendees. Anything potentially lewd, discriminatory, or that may be deemed sexual harassment is prohibited. Retail sales are not permitted on the exhibit floor. Exhibitors may take orders, but no cash or credit transactions are allowed on the show floor.

Booth Growth/Downsizing: Cannot more than double your booth space from year to year. For example, if you have 10 x 20 this year, next year you can get a 20 x 20 or 10 x 40, up to the maximum of 12 spaces. An Exhibitor may be required to move to a new location if the downsizing of exhibit space is requested.

Cancellations/Terminations: In the event an exhibitor finds it necessary to cancel participation in the 2010 COPSWEST Trade Show, refunds will be made as follows: if cancellation is made prior to June 30, 2010, a full refund, minus \$250 per booth processing fee will be issued; June 30, 2010, and after, no refund will be issued. If an exhibitor fails to abide by the regulations of the exhibition as set forth, then the contract between COPSWEST and the Exhibitor will be terminated. The exhibition regulations constitute a portion of the contract between COPSWEST and the Exhibitor. Therefore, any failure on the part of the exhibitor to comply with the regulations represents a default on, and termination of the contract. Should the contract be terminated in this manner, the Exhibitor shall forfeit the amount paid for space rental, regardless of whether or not COPSWEST enters into a further lease of the space involved. Interpretation and application of the regulations are within the sole discretion of COPSWEST and decisions by COPSWEST are final. All cancellations must be in writing.

Exhibit Decorator: Space furnishings, electrical needs, floral arrangements, additional signage, and labor to set up and dismantle is to be ordered on the forms provided in the exhibitor's kit. These kits will be emailed to the contact person noted on page one of this contract from the show decorator. GES Exposition Services is responsible for maintaining in-and-out traffic schedules at the show site.

Exhibitor Appointed Contractor: If you will be appointing an Exhibitor Appointed Contractor (EAC) for installation & dismantling services in your booth, you must complete and submit the EAC notification form that will be included in the service kit. This will allow you to use the union decorating contractor of your choice for display installation and dismantling labor, and will allow GES to communicate important information directly to your appointed contractor. Please note that all booths in the Exhibit Hall include black carpet courtesy of CPOA. If you elect to use an alternative floor covering, please complete the Carpet Exceptions form, which also will be included in the service kit. If you are using an EAC, please be sure to forward this form to them in case they are making your carpet plans for you. In order to manage move in, carpet MUST be in place by 10:00 a.m. on Monday, November 15, 2010. If carpet has not been placed by EAC by this time, show management, at their sole discretion, may have GES place carpet, at exhibitor's expense, in booth.

Union Regulations: The Ontario Convention Center requires COPSWEST exhibitors to use union labor for certain aspects of exhibit handling. The following information will provide an understanding of the jurisdictions of the various unions:

Sign, Display and Allied Crafts Union: members of this union claim jurisdiction over all set-up and dismantling of exhibits, including signs and laying of carpet. This does not apply to the unpacking and placement of your merchandise. You may set up your exhibit display if one (1) person can accomplish the task in less than one-half (1/2) hour without the use of tools.

Teamsters Union: This local union claims jurisdiction on the operation of all material handling equipment, all unloading and reloading and handling of empty containers. An exhibitor may move material that is hand carried by one (1) person in one (1) trip, without the use of dollies, hand trucks or other mechanical equipment.

Shipping and Storage: Information on shipping and storage will be outlined in the exhibitor's service kit provided by show decorator. All exhibit materials must be shipped to the drayage company designated by GES. Any exhibits shipped directly to the Ontario Convention Center will be refused. Exhibitors agree to ship at their own risk and expense.

Food and Beverage: Exhibitors may not dispense food or beverage from their booth(s). The on-site caterer servicing COPSWEST will be SMG.

Hospitality: Exhibitors agree not to conduct hospitality rooms or off-site training during COPSWEST Trade Show hours, but are encouraged to do so before, night of, and after the Tradeshow, at their own expense.

Violations: Violations of these rules and regulations may result in ejection of exhibitor from the show without refund or compensation for damages or expenses incurred in exhibiting at the show, drop in priority and/or disqualification from future COPSWEST Trade Shows.

Indemnification: The Exhibitor agrees to indemnify, defend and hold harmless COPSWEST, its officers, employees, agents and volunteers, from and against any and all damages to property or injuries to or death of any person or persons, including attorneys' fees; and shall defend, indemnify, save and hold harmless COPSWEST, its officers, employees, agents and volunteers, from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the intentional or negligent acts, errors or omissions of the Exhibitor, its officers, employees, agents, in any way related to Exhibitors duties and obligations under this Agreement and/or its use of a booth at COPSWEST.

Force Majeure and Substitute Facilities: In the event that the exhibit facility is damaged or destroyed prior to the event, the organizer may, at its option, obtain a comparable facility, to hold the event. However, COPSWEST shall not be liable if space is not available due to fire, earthquake, storm, riot, civil insurrection or related force beyond the control of COPSWEST.

Exhibitor Services and Official Decorator

GES Exposition Services
5560 Katella Avenue
Cypress, CA 90630
P. (562) 370-1500
F. (562) 370-1699

Service Desk

The GES Exhibitor Service Desk will be open during regular installation and dismantling hours and throughout the show. Requirements for on-site exhibitor services such as decorating, electrical, materials handling, labor, shipping, floral and audio-visual may be ordered or adjusted at the GES Exhibitor Service Desk.



"COPS WEST"
NOVEMBER 16-17, 2010
ONTARIO CONVENTION CENTER
ONTARIO, CALIFORNIA

