



Exhibitor Agreement

Radio Disney's All About Kids Expo

March 6 - 7 2010

Step 1: Exhibiting Company Information

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Contact Person: _____ Title: _____

Contact Person Email: _____ Website: _____

Step 2: Booth Package

Booth Rates: (Includes: pipe and drape, 1 table, 2 chairs, and 1 waste basket)*

- Single Booth 10' x 10' \$1,000
- Double Booth 20' x 10' \$1,800 (2 tables)
- Activity Space 20'x 20' \$3,250 (3 tables)
- Add corner booth for an additional \$100

Total Cost: _____

**Carpet and electricity are not included in booth prices and are available through the decorating company.*

Step 3: Payment

- Check - make check payable to: Radio Disney
- Credit Card (a separate form will be e-mailed to you to pay by credit card)

Step 4: Agreement To Rules and Regulations:

The undersigned, herein referred to as exhibitor, has read and agrees to the "Rules and Regulations". Fax signatures are considered binding as originals.

Name: _____

Authorized signature: _____

Date: _____

Please mail or fax your Exhibitor Agreement to:
Radio Disney's All About Kids Expo, 12136 W. Bayaud Ave, Suite 125, Lakewood, CO 80228
Phone: (303)783-0880 Fax: (303)761-1774

RADIO DISNEY DENVER'S ALL ABOUT KIDS RULES AND REGULATIONS

The following shall constitute the agreement between the exhibitor ("Exhibitor") listed below and Radio Disney Group, LLC, licensee of KDDZ-AM ("Radio Disney") concerning the upcoming All About Kids Expo 2010 (the "RDAAK"), as produced by Radio Disney, and Exhibitor's role and responsibilities as an exhibitor of the RDAAK, all as set forth more fully below.

Electricity, phone/DSL lines and other service utilities are NOT included in booth prices. Exhibitors requiring such accommodations MUST contract separately with the Colorado Convention Center prior to move-in day. There are extra charges for electricity, phone lines, certain other service utilities, carpet and additional furniture and equipment.

PAYMENT: In consideration for the right to participate in the RDAAK, Exhibitor will pay Radio Disney the amount of \$_____, payable to RADIO DISNEY, at 12136 W. Bayaud Ave. #125, Lakewood, CO 80228. All amounts must be paid and executed agreements returned by January 6, 2010. Fax signatures are considered binding as original.

CANCELLATION OF EXHIBIT SPACE: In the event of cancellation by the Exhibitor, no show, or other fees will be refundable.

RESERVATIONS: Space reservation and booth assignments are based on a first come, first served basis. The date the deposit and this agreement is received will determine that priority. Radio Disney may assign your space to another Exhibitor if contract balance is not paid in full by January 6th, 2010. Booth spaces may not be used for promotional resale or assigned to another exhibitor without prior permission from Radio Disney, which may be withheld in Radio Disney's discretion. For additional information or questions call Tracy Wells at 303-783-0880 ext 26.

RULES & REGULATIONS - The parties understand that this agreement is subject to and includes the "Radio Disney Denver's All About Kids Expo 2010 (RDAAK) Rules & Regulations" which are attached hereto and incorporated by reference in this agreement.

EXHIBITOR MERCHANDISE / CONTENT - Each of Radio Disney and SMG/Colorado Convention Center ("CCC" or "Convention Center") reserve the right to determine the eligibility of all exhibits, exhibit activities, exhibit elements, and individual products and services to be exhibited and/or conducted, and to dismiss or prohibit or modify or limit any such activities or materials that Radio Disney or CCC determines, in its sole discretion, may be dangerous, offensive to public morals, violate content restrictions, or not conform with the dignity, quality, appearance, and/or general business and mission of RDAAK or Radio Disney's children's broadcasting standards and procedures. Any approval of Exhibitor's activities shall not result in Radio Disney's/CCC's being responsible or liable for claims or allegations arising from such activities; Exhibitor shall remain solely responsible and liable. Exhibitor agrees to maintain and satisfy those insurance requirements, if any, that are set forth in the attached Exhibit A, which is incorporated by this reference. No physical activities (e.g., pony rides, mini golf, football tosses, Jump castles, inflatables, gym equipment, etc.) may be conducted by Exhibitor without the prior written approval of Radio Disney, and all Exhibitors that conduct physical activities must be fully staffed and supervised by the Exhibitor at all times, Exhibitor must post visible signs indicating the appropriate age of use and caution statement, and Exhibitor must ensure that, prior to permitting any participation in the applicable activity, waivers of liability (fully releasing Radio Disney and CCC from all claims) are signed on site by participant's parent or guardian.

SECURITY/LIABILITY - Radio Disney will provide the service of a security agency during show hours, move in and move out. Exhibitor agrees that the provision of such service constitutes adequate discharge of all obligations of Radio Disney to protect Exhibitor's property. It is the responsibility of the Exhibitor to adequately insure its merchandise and equipment. Exhibitor further agrees that Radio Disney, CCC and each of their parent, affiliate, and subsidiary companies, and each of their respective officers, directors, staff, representatives, agents, employees, and volunteers (collectively, "Radio Disney/CCC Parties") shall not be responsible in any way for (1) damage, loss or destruction of any property of Exhibitor or (2) injury to Exhibitor or its representatives, agency, employees, licensees or invites. Without limiting the foregoing, except with respect to claims arising from the sole negligence or willful misconduct of Radio Disney, Exhibitor hereby waives any and every claim which arises, or may arise, in its favor and against Radio Disney or CCC during the term of this agreement. If Exhibitor's participation in the RDAAK results in an increase in the insurance premium for Radio Disney or CCC during the term of the agreement, Exhibitor shall be responsible for payment of said increase. Exhibitor shall be liable for any and all damages which Exhibitor (including its employees, agents and subcontractors) may cause to the Show Hall (as defined below), including, without limitation, within and surrounding the exhibit or to persons in connection with its exhibit. Exhibitor agrees to indemnify, defend, and hold harmless the Radio Disney/CCC Parties from and against any and all losses, actions, claims, demands, liabilities, damages or costs, including attorney fees, of any kind or nature which may arise out of Exhibitor's participation in the RDAAK, including, without limitation, Exhibitor's (including its employees, agents and subcontractors) acts and omissions, negligence, wrongful conduct and/or breach of this agreement.

MISCELLANEOUS: Neither party may assign this agreement without the prior written consent of the other, except that Radio Disney may assign this agreement and all its rights and obligations hereunder to any party acquiring all or any portion of its television or radio business, stocks or assets, or to any entity controlling Radio Disney, controlled by Radio Disney or under common control with Radio Disney. This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between Radio Disney and Exhibitor. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder. In the event that any one or more of the provisions of this agreement should for any reason be held to be invalid or non-enforceable, such provision shall be deemed modified to the extent necessary in order to effectuate the purposes or to implement the terms of this agreement, and the remaining provisions of the agreement shall remain in full force and effect as if this agreement had been executed with the invalid provision(s) eliminated. No modification or amendment of this agreement shall be binding upon any party unless such modification is in writing and signed by all parties hereto. This agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements among them.

Accepted and Agreed:

Signature of Authorized Agent

Date

Radio Disney Group, LLC,
Licensee of KDDZ-AM

Date

RADIO DISNEY DENVER'S ALL ABOUT KIDS EXPO 2010 (RDAAK)

Rules & Regulations - Exhibitor Agreement Continued

EXHIBIT SPACE/LOCATION - The RDAAK will take place within Hall A (the "Show Hall") of the CCC. Exhibitor understands that CCC reserves the right to remodel and/or conduct construction during the RDAAK. In addition, CCC shall have the right to enforce these Rules & Regulations without liability, including, without limitation, the right to entry. Brede Decorating Services of Denver ("Brede") is the official decorator for RDAAK. Any freight storage or large equipment needing to be moved will be coordinated through Brede and/or the Convention Center and is subject to moving and/or union costs.

SHOW DAY AND HOURS - **Move-in hours are 1:00 - 7:00 p.m. on Friday, March 5, 2010.** Exhibitor **MUST** check in at this time at the area that has been designated by Radio Disney. Exhibitors that do not check in during move-in may forfeit their space unless prior arrangements have been made. Exhibitors will be allowed into the Show Hall at 9:00 a.m. on both show days. Exhibits must be fully staffed and remain intact throughout the entire RDAAK. RDAAK will be open to the public on Saturday, March 6 from 10:00 a.m. through 6:00 p.m. and on Sunday, March 7 from 10:00 a.m. through 5:00 p.m. **Move-out is from 5:15 - 8:00 p.m. on Sunday, March 7, 2010.** No exhibit or portion thereof may be removed from CCC during show hours. No Exhibitor shall dismantle a booth until 5:15 p.m. on Sunday, March 7. Move-out from CCC must be completed by 8:00 p.m. on Sunday, March 7, 2010. In the event an Exhibitor fails to remove its exhibit (including all goods, wares, merchandise, property, and debris owned by Exhibitor or which Exhibitor has placed or permitted to be placed on or at the Convention Center) by this time, Radio Disney and/or CCC are hereby authorized to dismantle, remove and store the remaining items at Exhibitor's expense, or to dispose of in any manner Radio Disney/CCC deems expedient, all without liability to Exhibitor.

BADGES - Exhibitors will be allotted the following number of badges based on the size of their booth:
10' x 10' - 4 badges 10' x 20' - 5 badges 20' x 20' - 6 badges 30' x 30' - 7 badges

REFUNDS - The Radio Disney/CCC Parties will not provide a refund to Exhibitors on the basis of unforeseen acts, low turn-out, postponement or cancellation due to inclement weather or other force majeure, or cancellation by CCC.

FIRE AND SAFETY REGULATIONS - All materials in the exhibit areas must be non-flammable and conform to Denver Fire Department regulations. No combustible decorations such as crepe paper, tissue paper, cardboard or corrugated paper shall be used at any time. All packing containers, excelsior and wrapping papers are to be removed from the floor and must be stored under tables or behind the displays. All muslin, velvet or any cloth decorations must stand a flame-proof test as prescribed by the Denver Fire Department regulations. Materials not conforming with such regulations must be removed immediately at the Exhibitor's expense. No propane or butane will be permitted as a fuel or heat source without prior consent of the promoter and the Denver Fire Department.

SOUND CONTROL - Loud speakers, radios, televisions or the operation of any machinery or equipment which is of sufficient volume as to be annoying to neighboring exhibitors are not permitted.

COMPLIANCE WITH LAW: LICENSES - Exhibitor agrees to conduct its activities in compliance with all applicable laws, ordinances, rules and regulations, including, without limitation, all aspects of the City of Denver Fire Department Management Plan for the CCC. Any and all city, county, state or federal licenses, inspections or permits required by law of exhibitors in the installation or operation of an exhibit shall be the sole responsibility of and obtained by Exhibitor prior to the RDAAK. This includes any sales and/or tax licenses. It is the sole responsibility of the Exhibitor to report any income derived from participation in the RDAAK to proper tax authorities.

REQUIREMENTS AND PROHIBITED ACTIVITIES:

- No one is permitted to sell, give away or otherwise provide food or beverages without the advance consent of Radio Disney and CCC. CenterPlate, the official concessionaire of the CCC, regulates the size and serving of all samples, and Exhibitor will comply with such regulations. • Any freight storage or large equipment needing to be moved will be coordinated through Brede and/or the Convention Center and is subject to moving and/or union costs.
- Exhibitor must adhere to all Union/CCC rules and regulations including cost of load-in and load-out labor (including forklift costs), to be paid by Exhibitor.
- No helium or latex balloons are allowed in the Convention Center.
- No smoking is allowed in CCC.
- No glitter or stickers are allowed in CCC.

MOTOR VEHICLES / LOADING / PARKING - Exhibitors displaying any type of motorized vehicle must provide adequate floor covering under the vehicle. The battery must be disconnected and gas tank must be at a maximum of 1/4 or less while vehicle is on display in CCC. No Exhibitor shall leave a vehicle at the loading dock beyond the time it takes to load or unload. Vehicles left unattended may be towed at owner's expense. Parking is available in public lots around CCC. Exhibitors are responsible for locating parking and for any associated expenses. The Convention Center operates a 1000 space parking garage connected to the facility. CCC does not operate any of the parking lots in the surround area. Vehicles parked in the marked fire lanes, in posted "no parking" areas, sidewalks, or other non parking areas will be ticketed and towed.

RELOCATION OF EXHIBITS - CCC/Radio Disney reserve the right to alter the location of exhibits or booths as shown on the official floor plan if deemed in the best interest of the RDAAK. Without limiting any other provision herein, CCC/Radio Disney shall have the further right to prohibit, bar, prevent or remove any exhibit or proposed exhibit or any portion thereof which, in the judgment of CCC/Radio Disney, is unsuitable or inappropriate for the exhibition or if Exhibitor is in breach of this agreement, and such right shall extend, but shall not be limited to, all equipment, materials, displays, installations and other items constituting part of or used in connection with any such exhibit.

CARE OF THE BUILDING AND EXHIBITS - Exhibitors will be solely responsible for any damage to the building or persons caused by Exhibitor, their agents or employees. All property destroyed or damaged by Exhibitor must be replaced to its original condition by the Exhibitor at Exhibitor's expense. Walls, woodwork, dividing partitions and floor of the building must not be defaced or altered in any manner whatsoever. Tacking, taping or nailing signs or banners to any permanent walls, woodwork or partitions or beyond the limits of any background is prohibited. No nails or bracing wires used in erecting displays may be attached to the building. Exhibitors are required to keep their exhibits neat and orderly with due regard to the safety of the public throughout the RDAAK.

PROPERTY OF CCC - Exhibitor may not transport any equipment, furnishings or other property belonging to Radio Disney, CCC, or to the City and County of Denver.

EVACUATION OF THE FACILITY - If it becomes appropriate in the judgment of CCC to evacuate the premises because of a bomb threat or for other reasons of public safety, then, after such evacuation, the Exhibitor may continue to use the premises for sufficient time to complete presentation of the RDAAK without additional fees providing such time does not interfere with another licensee/exhibitor.

PUBLIC SAFETY - Exhibitor agrees not to bring onto the premises any material, substance, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon, without prior approval of CCC and Radio Disney. CCC and Radio Disney shall have the right to refuse to allow any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal therefrom, if found thereon.

TOURS - CCC reserves the right to conduct public tours of the Convention Center during the period of occupancy in such a manner that the tours do not interfere with the RDAAK. When practical CCC will give advance notice of scheduled tours for the Exhibitor's consideration.

COPYRIGHTS AND PROPRIETARY MATERIAL - Exhibitor shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to trademark, patent or other proprietary right which is used or incorporated by Exhibitor in the RDAAK.

SOLICITATIONS - No collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without prior written approval of CCC and Radio Disney.

SPONSORSHIP RECOGNITION (INTERIOR AND EXTERIOR OF THE FACILITY) - Consistent with procedures at major convention centers nationwide, the Convention Center has permanent signage locations and electronic displays that are sold to sponsors via long-term contracts. As manager of the CCC, CCC has an obligation to protect the investment made by its sponsors and Exhibitor agrees to not cause these advertising / sponsor signs or displays to be altered in any manner without written permission from CCC. Permanent signage at the CCC will not be removed or covered for any event where admission is available to the general public, except with advance written approval from CCC.

CRATE STORAGE - Crate storage is permitted on site, only in designated areas and must be indicated in advance for approval by Radio Disney/CCC and the Denver Fire Department. The dimensions must then be clearly marked on the exhibit floor itself to assure aisle integrity and an overall neat appearance. Please refer to the Fire Prevention Rules and Regulations, for specific height and location requirements.

SHOW/JOB SITE DRAYAGE - Exhibitors may handle their own hand-carried materials in and out of the Convention Center. Any material requiring the use of equipment for delivery, i.e. dollies, forklifts, hand trucks, etc., must be pre-approved by Radio Disney and CCC and will be handled by the Denver Theatrical Stage Employees Union, IATSE labor. Dock space is limited at the Convention Center.

ANNOUNCEMENTS - CCC reserves the right to make such announcements as CCC deems necessary at any time in the interest of public safety.

Exhibit A

Insurance requirements:

Insurance Requirements

1. Exhibitor shall maintain, at its sole expense, and shall ensure that any vendors/subcontractors hired by Exhibitor in connection with the RDAAK shall maintain, throughout the RDAAK, and for such additional time as may be specified below:
 - (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability, and cross-liability (which must be maintained for three years following completion of the work) with minimum limits of \$1,000,000 written on an occurrence form basis;
 - (b) Automobile Liability coverage with minimum combined single limits of \$1,000,000. Coverage shall include all owned, leased, non-owned and hired automobiles; protecting it, additional insured's and Radio Disney from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of Exhibitor's services hereunder or from or out of any act or omission of Exhibitor, its officers, directors, agents, subcontractors or employees; and
 - (c) Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of \$1,000,000.
2. All insurance required herein shall be with companies and on forms acceptable to Radio Disney and shall provide that the coverage there under may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Radio Disney.
3. All insurance required herein shall be primary and not contributory with regard to any other available insurance to Radio Disney, its parent, and any subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees, agents and assigns of each.
4. All insurance required herein shall be written by companies with a BEST Guide rating of B+ VII or better.
5. Certificates of insurance (or copies of policies, if required by Radio Disney) shall be furnished to Radio Disney. All insurance required herein shall include Radio Disney, its parent, and any subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees, agents and assigns of each as additional insureds and contain a waiver of subrogation in their favor. (The additional insured requirement applies to all coverages except Workers' Compensation, Employer's Liability and Professional Liability. The waiver of subrogation applies to all coverages).
6. Radio Disney's failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver of Exhibitor's obligations or the rights of Radio Disney.
7. The minimum limits of the insurance required in this section shall in no way limit or diminish Exhibitor's liability under other provisions of this agreement.