

EXHIBIT BOOTH SPACE CONTRACT

Black Belt's
2nd Annual Festival of Martial Arts
Long Beach Convention Center
Long Beach, CA
July 28-30, 2006



<p>Early Bird: Before February 28, 2006 Cost: \$1,450 (10' x 10' booth) # of booths requested _____</p>	<p>After February 28, 2006 Cost: \$1,700 (10' x 10' booth) # of booths requested _____</p>	<p>Black Belt Hall of Fame Dinner and Reunion. Cost: \$130 per person # of tickets requested _____</p>
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*Must be filled out

*Contact Name _____

Name of Person Attending (Badge #1) _____

*Company _____

Name of Person Attending (Badge #2) _____

*Address _____

*Company Name for Booth Sign _____

*City _____ State _____ ZIP _____

Additional Badges \$20 each. See **Additional Exhibitor Registration Form.**

*Phone / Fax Number _____

*E-mail _____

I have read and understand both sides of the contract and agree to all terms.
X _____
 Authorized signature. Contract cannot be accepted unless signed.

Important Terms of Payment

Enclosed is our check or credit-card payment made payable to: **Black Belt**, in the amount of **50% of the total** rental charge assigned exhibit space, the remainder to be paid 30 days prior to each show. No exhibitor will be permitted to erect a display until total participation is paid in full. It is hereby agreed that the above signed will abide by the rules and regulations printed on the reverse of this agreement. Acceptance of this application by or on behalf of the Sponsor shall constitute a contract. If deposit is not received within 30 days, show management reserves the right to release the booth for resale.

Please sign and return with 50% of payment by check or credit card:

- Check Amex VISA MC

Cardholder Name: _____

Card Number: _____ Exp. Date: _____

Cardholder Signature: _____

Mail or Fax Form to:

Rachelle Lagnado
Trade Show Manager
24900 Anza Drive Unit E, Valencia, CA 91355
Fax: (661) 295-0782
E-mail: rlagnado@aimmedia.com
www.festivalofmartialarts.com
www.blackbeltmag.com

Cancellation Policy:

50% refundable up to 91 days prior to show.
 NO refunds within 90 days of show.

Booth Rental Fee Includes:

2 full exhibitor passes, backdrape, 2 side-rail drapes,
 1 booth ID sign, 1 draped 6' table, 2 chairs and wastebasket.

For Further Information:

Phone: (800) 423-2874 ext. 33 or
 E-mail: rlagnado@aimmedia.com

FOR INTERNAL USE ONLY

DATE: _____ AMOUNT: _____ CHECK #: _____ BATCH: _____ BOOTH #: _____

TERMS OF AGREEMENT

GENERAL INFORMATION

1) If Exhibitor does not exhibit the designated product(s) in the Space or otherwise fails to comply with any terms of this agreement, Black Belt Communications (BBC) shall have the right, without notice to Exhibitor, to sell or offer the contracted Space for sale at public or private sale. An Exhibitor shall pay to BBC any deficiency loss or damage suffered by BBC by reason thereof, including the reasonable expenses and cost incurred. Occupancy of the Space is of the essence of this agreement and should BBC be unable to effect a sale of the Space herein provided, it shall have the right to occupy or cause the Space to be occupied in such manner as it may deem in the strongest interests of the Show or cause Exhibitor's name to be placed on a sign board over the Space, all without releasing Exhibitor from any responsibility hereunder.

2) Exhibitor shall not assign or sublet any part of the Space without the written consent of BBC. All exhibits shall be subject to the approval of BBC. Only the name of Exhibitor may be used on signs over or in the Space or may be included in the printed list of exhibitors and program of the event.

3) In the case the Space shall not be available for the uses herein specified due to war, government action or order, act of God, fire, strikes, labor disputes or any other causes beyond the control of BBC, this agreement shall immediately terminate and in such event Exhibitor shall and does hereby waive any claims to damages or any other recovery thereof except the return of the amount paid as rental for the Space, less the prorated share allocable to the space of the actual expenses incurred by BBC in connection with the Show. Should BBC, in its sole discretion, consider it inadvisable to hold the Show at the time and place herein provided, BBC may, at its option, terminate this agreement, return the sums paid by Exhibitor for the Space and there shall be no further liability on the part of either party to the other. Upon written notice to Exhibitor, BBC shall also have the right to change the date and the place where the show is to be held.

4) BBC reserves the right to decline or prohibit any exhibit or portions thereof it deems in direct conflict with the total theme of the Show, and to permit only such matters or conduct as shall be approved by BBC.

EXHIBITORS

1) BBC will not allow the installation of any exhibits not approved by BBC. Exhibitors are allowed to distribute printed matter, souvenirs or other articles only within the Space allotted to them. Unruly behavior or loud noises, whether by human or mechanical means to attract attention will positively not be permitted. Balloons may not be exhibited or distributed without prior consent of BBC. Food, beverages or unique items either sold or given away must be approved by BBC. All aisle space belongs to the Show. No exhibits or advertising matter will be allowed to extend beyond the confines of the contracted Space and cannot block or detour any other Exhibitor's right of way to his contracted space.

2) It is mandatory all exhibits be installed and ready for operation 1 (one) hour prior to the opening of the Show. This will allow BBC time to make necessary changes for the benefit of all Exhibitors. BBC will prohibit the moving or construction of exhibits after the opening of the Show.

3) Special or unique booths or unusual displays will be permitted by BBC, providing they comply with all general rules herein stated and receive prior approval from BBC. It is therefore desirable to submit project plans for special work to BBC for approval before an order is placed with the contractor. Tape, tacks, nails or any other securing devices cannot be driven into building walls or columns. Any defacing of the property in which the exhibit is being held will be billed to the Exhibitor who causes such damage to occur. All displays must be self-supporting.

4) Any fabrics or cloth materials must be of a fireproof material before entering into the decoration of any exhibit. Paper, greens, branches or other combustible materials less than 1/2 inch in thickness (with the exception of plywood) are prohibited, unless made of flame retardant material.

5) All exhibits must be removed from the building within 4 (four) hours after the Shows closing unless special consideration is given due to extenuating circumstances by BBC.

6) Performance of Music. The Exhibitor acknowledges that any live or recorded performances of copyrighted music which occur in the Exhibitor's booth or meal function must be licensed from the appropriate copyright owner or agent. The Exhibitor undertakes full responsibility for obtaining any necessary licenses and agrees to indemnify and hold harmless BBC from any damages or expenses incurred by BBC due to the Exhibitor's failure to obtain such licenses.

7) BBC will be responsible for the cleaning of the aisles, but Exhibitors must at their own expense keep their Spaces clean and their exhibits in good working order. Exhibits must remain intact until after closing on the last day of the Show. Exhibitors are requested at all times to cooperate with BBC by maintaining their exhibits throughout the Show in outstanding condition with respect to materials and personnel.

8) No Exhibitor shall have the right prior to the closing of the Show to disassemble or remove articles on exhibit without the permission and approval in writing from BBC. In the case of small articles purchased for cash, it is mandatory that the Exhibitor provide purchaser with a sales slip giving a description of the article sold. Exhibitors must collect and remit to the proper municipal or state agencies all applicable local and/or state taxes. It may be required that the purchaser surrender this upon leaving the building. BBC may confiscate and hold as security any exhibits as long as payment due has not been made.

9) Booth structures may not exceed 8 (eight) feet in height nor 5 (five) feet in depth as measured from backdrop curtain.

10) Exhibitor hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify and save the Hotels, its owners and operation, Long Beach Convention Center, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, at Long Beach Convention Center during the period of the BBC convention from July 28, 2006 through July 30, 2006, excluding any such liability caused by the negligence or willful misconduct of the Long Beach Convention Center and its/their employees and agents in which case Long Beach Convention Center shall indemnify and hold Exhibitor and its affiliates harmless to the extent such loss, claim, damage or injury arises from the negligence or willful misconduct of Long Beach Convention Center, its/their employees or agents. Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit Agreement, in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage. Long Beach Convention Center, its owners and operator shall be included in such policies as additional named insured. In addition, Exhibitor acknowledges that neither Long Beach Convention Center, its owners and operators maintain insurance covering exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance insuring any losses by Exhibitor.

DECORATING & DRAYAGE

1) The name of an official decorator and storage company will be furnished to Exhibitors approximately 60 days prior to Show date. Shipment of advance materials must be sent to the Show care of the drayage (storage) company. Name of Exhibitors and booth assignment must be plainly marked on all freight. All freight and express charges must be prepaid.

2) Exhibitors will make arrangements with the official electrician for any wiring or special electrical work necessary for his exhibit. This will be done at the expense of the Exhibitor. Name of official electrician will be supplied by BBC or official decorator.

3) The Show Director will make the necessary arrangement for special services on written orders at Exhibitor's expense. Such things including electricians, pipe fitters, erector, millwright, carpenters and labor of all standard crafts at rates never to exceed the rates then prevailing in locale of show.

SPECIAL INFORMATION

1) Amendment - BBC shall have full power to interpret and/or amend these rules and regulations, which in its discretion shall be in the best interest of the Show. The decision of the Show Director must be accepted as final in any dispute between Exhibitor or any situation not covered by these rules and regulations.

2) Security - BBC will provide necessary watchman for the building during the hours the Show is closed. Exhibitors must have an individual directly responsible for his own exhibit each day during the hours the Show is open. No other persons will be permitted within the exhibit area after the appointed closing hour of the Show. Exhibitors are urged to remove all valuables from their booth during non-trade show hours.

3) Local Laws - Exhibitors must comply with all state and local laws, rules, regulations and ordinances in force.

4) Liability - Exhibitors who desire insurance on their exhibits must place the same at their own expense. BBC will not be liable for any loss or damage to the property of Exhibitor, or its employees, due to fire, robbery, accidents, or any cause whatsoever that may arise from use and occupancy of leased space or building. The Exhibitor agrees to indemnify and hold harmless BBC and its employees, against any and all claims of any person whomsoever arises out of acts of omission of Exhibitors, its employees and/or guest. (Exhibitors shall furnish their own public liability.)

5) Contract Termination - This agreement may be terminated by BBC at any time on the breach of any of the conditions by the Exhibitors, and thereupon all his rights hereunder shall cease and terminate, and any payments made by him on account hereof prior to said termination shall be retained by BBC as liquidated damages for such breach, and BBC may thereupon resell said Space.

I have read the contract and agree to all the terms.

X

Authorized Signature