

These Tradeshow Rules and Regulations are a part of the HPBExpo 2010 Application and Contract for Exhibit Space (“Application”) and should be carefully read before signing the indoor and/or outdoor exhibit space applications. After completing the Application and Contract for Exhibit Space, please give a copy of the Rules and Regulations to the person(s) responsible for the construction of your booth(s).

1. Exhibit Space Costs

Indoor

*HPBA member**: In-line booths: \$23 per square foot
Corner booths: \$25 per square foot
HPBA non-member: In-line booths: \$39 per square foot
Corner booths: \$41 per square foot
Member exhibitors with 2,000 sq. ft. or more will receive a \$0.40 discount per sq. ft.

Outdoor

*HPBA members** with space reserved on the indoor tradeshow floor: \$23 per square foot for outdoor space equal to or less than the square footage of the space reserved indoors.
HPBA non-members with space reserved on the indoor tradeshow floor: \$39 per square foot for outdoor space equal to or less than the square footage of the space reserved indoors.

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|------------------------------------|----|----------------------------------|
| <i>For example (HPBA member*):</i> | | <i>For example (non-member):</i> |
| 400 sq. ft. indoors | | 400 sq. ft. indoors |
| @ \$23 per sq. ft. | | @ \$39 per sq. ft. |
| (total \$9,200) indoors | | (total \$15,600) |
| + 400 sq. ft. outdoors | or | + 400 sq. ft. outdoors |
| @ \$23 per sq. ft. | | @ \$39 per sq. ft. |
| (totaling \$9,200) | | (totaling \$15,600) |
| Grand Total: \$18,400 | | Grand Total: \$31,200 |

Any outdoor booth space exceeding the space reserved indoors will be \$25 per sq. ft. for HPBA members,* and \$41 for non-members.

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|---|---|
| <i>For example (HPBA member*):</i> | <i>For example (non-members):</i> |
| 200 sq. ft. indoors | 200 sq. ft. indoors |
| @ \$23 per sq. ft. | @ \$39 per sq. ft. |
| (total \$4,600) | (total \$7,800) |
| + 400 sq. ft. outdoors | + 400 sq. ft. outdoors |
| @ \$23 per sq. ft. for first 200 sq. ft. and | @ \$39 per sq. ft. for first 200 sq. ft. and |
| @ \$25 per sq. ft. for additional 200 sq. ft. | @ \$41 per sq. ft. for additional 200 sq. ft. |
| (total \$9,600) | (total \$16,000) |
| Grand Total: \$14,200 | Grand Total: \$23,800 |

Exhibitors without space reserved on the indoor tradeshow floor: \$25 per sq. ft. for HPBA members,* and \$41 for non-members.

*Only HPBA members paying 2010 dues under the category of Manufacturer, Distributor, or Associate are eligible for the member exhibit fee. All other exhibitors must pay the non-member fee. Canadian manufacturers must also apply for U.S. membership. Distributors members see section 3F. Member exhibitors with 2,000 sq. ft. or more will receive a \$0.40 discount per sq. ft.

2. Assignment of Space

HPBA reserves the right to determine which companies are eligible to exhibit and which products are eligible to be exhibited at the HPBExpo. Space will be assigned based on each company’s priority number, with due consideration to each exhibitor’s (i) utility requirements, (ii) proximity of competitive displays, and (iii) other matters relating to the successful conduct of the tradeshow. Island displays will be interspersed around the hall, as will the displays of large and small exhibitors. (HPBA reserves the right to make such changes to the floor plan as may be deemed necessary and to revise the floor plan from time to time.) Priority numbers are established based on the following:

A. Points are awarded to each company based on the following system:

- Ten points for each year of exhibiting over the past five years
- One point per (10’ x 10’) booth for each booth over three for the previous year only
- Two points per year for every year of membership in HPBA (and its predecessors) or BIA since 1981
- One point (pioneer point) for the exhibitor who has always exhibited and has always been a member since 1981
- One point for each year that a company has exhibited more than five years

B. The priority ranking for companies that have accrued the same number of priority points will be determined by a lottery drawing.

C. Each company will receive notification of its priority number and a complete list of priority numbers of all companies.

D. 1. Priority Booth Assignment will be held on site in Reno, Nevada, on March 19, 20, and 21, 2009. A specific time for booth selection will be assigned to each company. **If you will be on site, please bring, at the time of your booth selection, your signed application and contract along with a non-refundable fee of 20% of the total estimated space rental charge.** Checks and credit cards will be accepted. If payment is not made on site by check, the exhibitor must provide credit card information and authorization.

2. If you will not be on site for the Priority Booth Assignment, please send your signed application and contract, along with a non-refundable fee of 20% of the total estimated space rental charge, to the HPBA office, postmarked no later than March 13th. **The address is:** Hearth, Patio & Barbecue Association, Show Management, 1901 North Moore Street, Suite 600, Arlington, VA 22209.

E. Show Management reserves the right to deduct up to ten (10) priority points used for future shows from the total of any exhibitor who violates these rules and regulations.

3. Exhibit Fees and Payment for Space

A. Applications will not be processed nor space assigned without all required signatures and fees.

B. Payment Deadlines

1. If you reserve space at HPBExpo 2009 during the Priority Booth Assignment (“PBA”), you must:

- a.** Bring a nonrefundable deposit of 20% of your exhibit fee with you to the PBA;
- b.** Pay an additional 30% of your exhibit fee by July 24, 2009; and
- c.** Pay the remaining 50% of your exhibit fee by November 27, 2009.

2. If you do not attend the PBA and submit an application that is received at HPBA no later than March 13, 2009, you must:

- a.** Send in a nonrefundable deposit of 20% of your exhibit fee with your application;
- b.** Pay an additional 30% of your exhibit fee by July 24, 2009; and
- c.** Pay the remaining 50% of your exhibit fee by November 27, 2009.

3. If you do not attend the PBA and submit an application that is received by HPBA after March 13, 2009, but before November 27, 2009, you must:

- a.** Send in a deposit of 50% of your exhibit fee, of which a portion is nonrefundable depending on the date of cancellation, with your application; and
- b.** Pay the remaining 50% of your exhibit fee by November 27, 2009.

4. If you do not attend the PBA and submit an application that is received by HPBA on or after November 27, 2009, you must send in the full exhibit fee with your application. In addition, payments received after February 19, 2010, must be made using a certified check. As with all payments to reserve space, a portion of the exhibit fee is nonrefundable, depending on the date of cancellation.

C. HPBA Show Management reserves the right to reassign the reserved space of any exhibiting company that has not paid all exhibit fees in full by November 27, 2009.

D. Checks must be made payable to: "HPBExpo 2010" and must be mailed to:

HPBExpo 2010 Exhibits

Department 4014

Washington, DC 20042-4014

(Please do not use Express Service)

Receipt of a deposit does not create a binding agreement with any applicant for exhibit space. HPBA retains the right, in its sole discretion, to decline to accept an application by returning any submitted deposit.

E. Any company that is not a **manufacturer, distributor, or associate** member of the Hearth, Patio & Barbecue Association must pay the non-member exhibit fee. If exhibiting company decides to join HPBA for 2010 membership (under the category of manufacturer, distributor, or associate only), the difference between the member and non-member price paid for exhibit fees may be applied to 2010 membership dues if the exhibiting company joins HPBA prior to the HPBExpo 2010 opening.

F. Distributors Surcharge – All HPBA **distributor** members that elect to exhibit in HPBExpo 2010 will incur a surcharge fee to exhibit. The surcharge will equal the difference between the distributor member dues and the lowest level of manufacturing dues.

4. Mergers and Priority Points

A. When companies merge, form a single unit and elect to pay only one HPBA membership fee, the new parent company will be assigned the priority points of the pre-merger company with the highest number of points. There can be no combining of priority points. The new post-merger company will then accumulate all new priority points as they are earned.

B. When companies merge and pay one HPBA membership fee, yet remain as separate divisions or product lines and maintain separate booths:

1. Each division or product line will maintain its priority points at the time of merger.

2. The parent company will be responsible for assigning its two member points (to the nearest tenth) to its divisions or product lines as it sees fit.

3. Each division or product line can add additional booth points as they are earned.

4. Priority booth selections will be made by each division or product line based on their individual points at the time of selection.

5. If the divisions or product lines want to be assigned at the same time but not exhibit in one continuous booth, they may purchase aisle space at \$500 per 10'x10' exhibit space, if the space is returned to HPBA or at \$2200 per 10'x10' if retained. If the divisions decide to keep the aisle space they will receive two complimentary badges for each 10'x10' exhibit space. Not all aisle space is available for purchase, and it must be approved by the Director of Meetings & Expositions of HPBA.

6. Each company is entitled to one show program listing at no charge; additional listings are \$1,000 each.

7. If a division or product line splits away in the future, it will retain the priority points it has accumulated prior to the merger.

C. When companies merge and pay one HPBA membership fee, yet remain as separate divisions or product lines, and display in one continuous booth:

1. The new company will assume the priority points of its highest priority point division or product line and will make the booth selection for the group.

2. The new company is entitled to one show program listing at no charge; additional listings are \$1,000 each.

3. If a division or product line splits away in the future, it will retain the priority points it had accumulated prior to the merger.

D. When companies merge, maintain separate HPBA memberships, and buy separate booth space:

1. Each division or product line will maintain its own priority points.

2. Each division or product line will make priority booth selection based on individual points at the time of selection.

3. Each division or product line is entitled to one show program listing; additional listings are \$1,000 each.

E. Any company can pay a fee of \$1,000 for an additional listing in the Show Program and Exhibit Guide.

5. Subletting of Space Prohibited

Exhibitors are not permitted to assign or sublet a booth or any part of the space allotted to them, nor shall they exhibit, or permit to be exhibited in their space, any merchandise or advertising materials that are not part of their company's regular product lines.

6. Cancellation Policy

Cancellation of an accepted and binding agreement may be made if written notice of cancellation, bearing a postmark no later than December 11, 2009, is received by HPBA on or before December 18, 2009. Notice of cancellation shall be sent to HPBExpo 2010, Show Management, 1901 North Moore Street, Suite 600, Arlington, VA 22209. Refunds of fees paid shall be processed upon the conclusion of HPBExpo 2010. Refunds shall be of fees paid, less the 20% non-refundable deposit, if written notice is postmarked by September 1, 2009, or of fees paid, less 50% of your exhibit fee, if written notice is postmarked between September 2, 2009 and December 11, 2009. Cancellation notices postmarked after December 11, 2009 or received by HPBA after December 18, 2009, shall not be effective, and such exhibitors shall be liable for the full exhibit fee.

7. Accessories Included with Exhibit Space

HPBA will provide with each exhibit space an eight (8) foot high background curtain, a three (3) foot high side rail curtain divider, and a 7" x 44" two-line identification sign. Booth size is indicated on the floor plan and measured along the back dimension from the centers of the aluminum uprights. Standard booth size is 10' x 10'.

8. Installation and Removal of Exhibits

Installation of exhibits must take place beginning on 8:00 am Sunday, March 8, 2010 and be completed by 5:00 pm Wednesday, March 10, 2010. If setup cannot be completed by the deadline, the HPBA Show Management must be notified in writing. If any exhibit is not set up and in order by 5:00 pm Wednesday, March 10, 2010, the HPBA Show Management reserves the right to reassign such space to another exhibitor or make such other use of the space deemed necessary or appropriate, with no refund being made to the original contracting exhibitor.

Note: Setup hours specified here are subject to change, in which case all exhibitors will be notified in writing. However, the requirements for setup to be complete by 5:00 pm Wednesday, March 11, 2010, will not change.

9. HPBExpo Hours

The show hours will be as follows:

Thursday, March 11, 2010, 9:00 am – 5:00 pm

Friday, March 12, 2010, 9:00 am – 5:00 pm

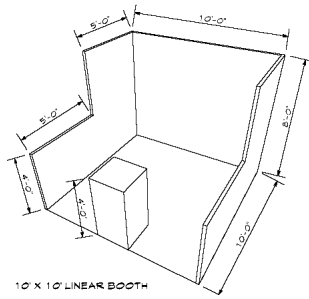
Saturday, March 13, 2010, 9:00 am – 5:00 pm

Exhibits are to be kept intact until the closing of the exposition (presently planned as 5:00 pm, Saturday, March 13, 2010). No part of an exhibit shall be removed during the show without special permission from HPBA Show Management. All exhibits must be fully removed by 12:01 am, Tuesday, March 16, 2010. If exhibits are not removed by that deadline, HPBA Show Management has the right to remove exhibits and charge the removal expense to the exhibitor.

10. Booth Construction/ Design/ Layout Indoor Space

A. Standard Booth: Definition:

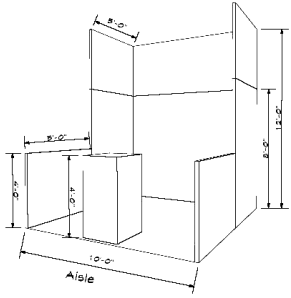
A standard booth is 10' 0" linear exhibit in which fixtures, components and identification signs will be permitted to a maximum height of 8'3" (2.5m). All display fixtures over 4'0" (1.22m) in height and placed within 10 lineal feet (3.05m) of an adjoining exhibit must be confined to that area of the exhibitor's space that is at least 5'0" (1.52m) from the aisle line. All exhibit fixtures must be erected in a manner to withstand normal contact or vibration due to outside forces.



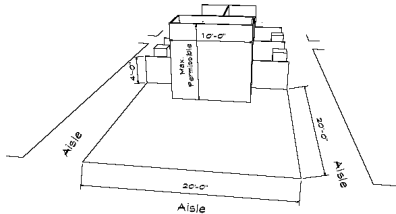
10 X 10 LINEAR BOOTH

B. Perimeter Wall Booth: Definition:

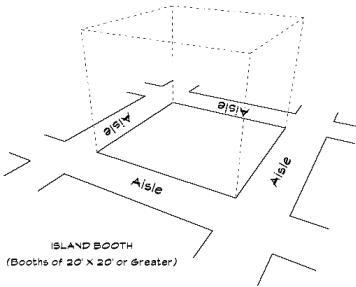
A perimeter wall booth is a standard booth located on the outer perimeter wall of the exhibit floor in which exhibit fixtures, components and identification signs will be permitted to a maximum height of 12' (3.66m). All display fixtures over 4'0" (1.22m) in height and placed within 10 lineal feet (3.05m) of an adjoining exhibit must be confined to that area of the exhibitor's space that is at least 5'0" (1.52m) from the aisle line.



C. Peninsula Booth: Definition: A peninsula booth is an exhibit with one or more display levels in four or more standard units, back to back, with an aisle on three sides. Exhibit fixtures, components and identification signs will be permitted to a maximum height of 20' (6.1m), provided written approval is received from the Director of Meetings & Expositions at least 60 days prior to the show. All display fixtures over 4'0" (1.22m) in height and placed within 10 lineal feet (3.05m) of an adjoining exhibit must be confined to that area of the exhibitor's space that is at least 5'0" (1.52m) from the aisle line. All multi-story exhibits and all exhibit fixtures and components exceeding 12' in height must have drawings available for inspection. Signs must also be posted indicating the maximum number of people that the structure will accommodate.



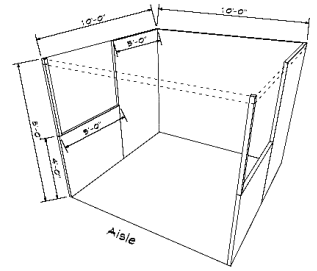
D. Island Booth: Definition: An island booth is an exhibit with one or more display levels with aisles on all four sides. Exhibit fixtures, components and identification signs will be permitted to a maximum height of 20' (6.1m), provided that written approval is received from the Director of Meetings & Expositions at least 60 days prior to the show. All multi-story exhibits and all exhibit fixtures and components exceeding 12' in height must have drawings available for inspection. Signs must also be posted indicating the maximum number of people that the structure will accommodate.



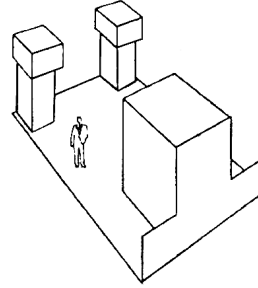
ISLAND BOOTH
(Booths of 20 X 20 or Greater)

E. Canopies & Ceilings: Definition: Canopies and ceilings are exhibit components over an exhibitor's space for decorative purposes only. Canopies, false ceilings and umbrellas will be permitted to a height that corresponds to the height regulation for the appropriate exhibit configuration of which they are a part. Canopies and false ceilings shall not exceed 12" (30cm) in depth and cannot be used for identification or display purposes. Canopies

may extend out to the aisle line and up to the booth line on any side of an exhibitor's space, provided that the support structure does not exceed 3" (7.62cm) in width when placed within 10 lineal feet (3.05m) of an adjoining exhibit, and is confined to that area of the exhibitor's space that is at least 5'0" (1.52m) from the aisle line.

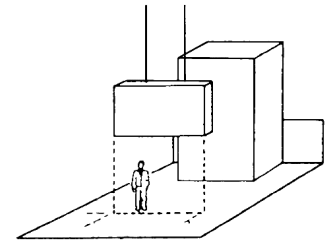


F. Towers: Definition: A tower is a free standing exhibit component separate from the main exhibit fixture that is used for identification and display purposes only. Towers will be permitted to a height and depth that correspond to the height and depth regulations for the appropriate exhibit configuration of which they are a part. All towers in excess of 12' (3.66m) must have drawings available for inspection.



G. Hanging Signs: Definition:

A hanging sign is an exhibit component that is suspended above an island exhibit booth with aisles on all four sides used for the purpose of displaying graphics or identification. Hanging signs and graphics will be permitted to a maximum height of 20' (6.1m) above the exhibit floor provided that written approval is received from the Director of Meetings & Expositions at least 60 days prior to the show. All hanging signs must be set back at least 25% of the booth's width dimension from the back line of the booth. Hanging signs and graphics will be permitted to a total length on each side of the exhibitor's space that does not exceed 50% of the corresponding dimension of the booth. All hanging signs must have drawings available for inspection.



H. No booth display shall extend outside the boundaries of the paid exhibit space.

Note: These rules and regulations on indoor booth construction are intended to provide each exhibitor with a reasonable sightline from the aisle, to create a uniform and professional looking display, and to permit all exhibitors maximum use of floor space for which they have contracted. Requests for exceptions to Section 10 (showing good cause) must be applied for in writing, in advance and approved by HPBA Show Management. Please submit your written request, a diagram of your proposed display, and payment of a \$50 fee to: HPBA Show Management, 1901 North Moore Street, Suite 600, Arlington, VA 22209. All requests must be received by February 12, 2010. No request for variances shall be accepted after that date. THERE WILL BE NO EXCEPTIONS.

10.1 Indoor Burning

Operating appliance demonstrations are allowed for exhibitors as long as they meet the following conditions*:

A. Exhibitors must fill out an indoor burning appliance specification form and submit their booth design to HPBA by December 1, 2009 in order to receive approval to operate appliances.

B. Only natural gas appliances may be burned inside the convention hall.

C. Each appliance must have an input rating of no more than 100,000 BTUs and one gas connection.

D. The indoor booth must be a minimum of 400 square feet and must be configured as an island or peninsula.

E. No more than one operating appliance per 400 square feet of indoor booth space will be allowed.

F. Change out of operating appliances is not allowed during the show. Only the original appliance that passed the initial inspection and leak test may be used. Extenuating circumstances that require an appliance change out must be approved by HPBA staff.

G. Cooking is not allowed on any appliance in an indoor booth.

H. Operating appliances must be at least 10' from all neighboring booths.

I. Exhibitors are only allowed to burn in those booths designated on the floor plan.

J. All new products must be pre-burned in advance to eliminate startup odors.

K. All appliances must be installed in accordance with all applicable local codes and according to the owner's manual.

L. All exhibitors must have copies of the owner's manuals for the appliances being demonstrated.

M. Exhibitors must provide information certifying that the appliance(s) is (are) safety tested in accordance with all applicable standards and listed for the intended use of the appliance(s). Prototypes of appliances that have not yet been fully tested and listed may be displayed and operated if the exhibitor submits all of the relevant design and operational information to HPBA by December 1, 2009 and receives permission in writing from the relevant local safety authorities.

N. Each booth with operating appliances must have a fire extinguisher(s) as specified by the local officials.

O. Each appliance must have a gas shut off valve located within 6 feet of the appliance and within the booth.

P. All appliances must be vented or certified vent-free and all visible venting must consist of black pipe.

Q. The vent height can be no less than specified by the convention center.

R. All operating appliances are subject to inspection.

S. Show management reserves the right to request any exhibitor to discontinue firing an appliance.

*Conditions are subject to change.

10.2 Outdoor Burning

A. Exhibitors of solid-fuel, oil, and gas-fuel burning appliances that are to be used in the outdoor burn area must provide information certifying that each appliance is safety tested in accordance with all applicable standards and listed for the intended use of the appliance. Prototypes of appliances that have not as yet been fully tested and listed may be and operated if the exhibitor submits all of the relevant design and operational information to HPBA by December 1, 2009 and receives permission in writing from the relevant local safety authorities.

B. Any site-constructed installation must comply with the requirements of ANSI/NFPA211 (Latest Edition), "Standard for Chimneys, Fireplaces, Vents, and Solid-Fuel Burning Appliances" (if applicable), the owner's manual for the appliance, and local building codes.

C. All exhibitors must have copies of the owner's manuals for the appliances in their outdoor burn booth.

D. No flammable liquids, except oil as per (A) above, are allowed to be used or stored in the outdoor burn area.

E. Exhibitors agree to make their best efforts at all times to minimize visible smoke from their exhibit. Exhibitors will be allowed into the outdoor burn area 1^{1/2} hours before show opening and will be expected to have their appliances operating successfully prior to the start of the exposition each day. HPBA Show Management reserves the right to order any exhibitor to discontinue firing appliances if it determines that the appliances are creating excessive smoke.

F. Each outdoor burn booth must have a fire extinguisher(s) as specified by the local officials.

G. Exhibitors of solid-fuel burning appliances that are used in the outdoor burn area shall only display/demonstrate appliances that are included in one of the following categories as defined in the EPA Residential Wood Heater New Source Performance Standard (NSPS) (40 CFR 60 Subpart AAA):

1. EPA certified appliances complying with July 1990 particulate emission standards;

2. EPA exempted furnaces and boilers;

3. EPA exempted cookstoves;

4. EPA exempted coal-only heaters;

5. An appliance that is not a "room heater" as defined in the EPA Residential Wood Heater New Source Performance Standard (NSPS) (40 CFR 60 Subpart AAA Section 60.530) (i.e., factory built fireplaces); and

6. Site-constructed open masonry fireplaces.

Other solid-fuel burning products must be pre-approved in writing by HPBA Show Management 60 days prior to show opening.

H. The chimney for a solid-fuel burning appliance operated in the outdoor burn area must:

1. Be safety tested and listed;

2. Terminate no less than eight (8) feet above the ground;

3. Terminate with a chimney cap and spark arrestor assembly;

4. Terminate at least three (3) feet above the top of any trailer, tent or roof assembly that the chimney penetrates;

5. Be at least two (2) feet higher than any part of any structure within ten (10) feet of the chimney (note: this includes adjacent booth), except for direct vent pellet stoves;

6. Be two (2) feet beyond and above the side or rear of tent, if vented from a tent; and

7. Be adequately supported, shall not be wired or tied to the tent, and shall be installed in a professional manner.

I. Exhibitors of outdoor cooking appliances shall comply with all local regulations pertaining to food handling and storage. They shall use their best efforts at all times to minimize the impact of any smoke on neighboring booths. HPBA recognizes that smoke is inherent in some product presentations, but expects exhibitors of such products to plan their booth size and layout to minimize the impact of smoke on neighboring booths. (See Section 11. Character of Exhibit.) HPBA Show Management reserves the right to order any exhibitor to discontinue the use of any appliance if it determines that the appliance is creating excessive smoke.

Note: *These rules and regulations on outdoor exhibits are intended to provide each exhibitor with an opportunity to promote an appliance without excessive smoke to a neighbor's booth. Exhibitors are also reminded that ALL solid-fuel appliances are very closely regulated and the HPBA is determined to make every effort to promote these products as "clean burning." Exhibitors of cookstoves, furnaces and boilers, coal-only heaters, and other EPA exempted products are urged to take note of this concern. Show Management will provide exhibitors with more details in future bulletins, and will convene a meeting of indoor and outdoor burn area exhibitors prior to the opening of the show. All burning exhibitors must attend this meeting.*

11.Character of Exhibit

A. HPBA reserves the right to refuse permission to an exhibitor to conduct or maintain an exhibit if, in the sole judgment of HPBA Show Management, said exhibitor shall in any respect be deemed unsuitable or inappropriate. This reservation relates to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs and any other items, without limitation, that affect the character of the HPBExpo or HPBA.

B. All efforts to advertise, demonstrate, and operate the exhibit shall be conducted so as not to trespass on the rights of any other exhibitors or of visitors.

C. The distribution of literature and souvenirs from booth to booth or in the aisle is forbidden. Exhibitors shall confine their exhibit activities to the space for which they have contracted. Any advertising or promotional activity, by or under the control of any exhibitor's business or products, that describes the exhibitor's business or products, as well as those of any other exhibitor's business or products, and that occurs outside of the exhibitor's contracted-for display area, including outside the Exhibition/Convention Center on any grounds reasonably near the Exhibition/Convention Center, is not permitted because any such advertising or promotional activity unacceptably interferes with the public appearance, character and conduct of the Exhibition and Association as a whole. Only literature published or approved in advance by HPBA Show Management may be distributed in the registration area, in the meeting rooms, or in other areas used by the convention attendees.

D. The use of loudspeakers, recording equipment, television sets, and radios or the use of operating machinery that is of sufficient volume to annoy neighboring exhibitors shall not be permitted. Loudspeakers, if permitted at all, must be used within the confines of the contracted exhibit space and must be approved in advance by HPBA Show Management.

E. The advertising, promotion, solicitation for, and sale of exhibit space for other industry trade shows not sponsored or endorsed by HPBA is deemed unsuitable and inappropriate, and detracting from the theme and character of the HPBExpo. Therefore, such promotion, solicitation, and sales are prohibited.

12. Food and Beverage

EXHIBITORS/VENDORS/HPBA ARE ONLY ALLOWED TO SERVE ALCOHOL FROM BOOTHS IN THE INDOOR AND/OR OUTDOOR EXHIBIT AREAS FROM 3:00 pm – 5:00 pm, MARCH 11-13, 2010. ALL ALCOHOL MUST BE SERVED BY THE OFFICIAL CATERER(S) OF THE HPBEXPO.

No food or beverages shall be served without prior permission from HPBA Show Management. Only food or beverages that would not cause a housekeeping problem will be approved. Please submit your request for such variance in writing at least thirty (30) days in advance to:

HPBA Show Management
1901 North Moore Street, Suite 600
Arlington, VA 22209

If approved, any food or beverages or service thereof must be coordinated through the convention center caterer. The exhibiting company is responsible for obtaining the proper food product liability insurance coverage, along with knowledge of and compliance with all local health requirements.

13. Cameras

Cameras will be allowed on the show floor, but no picture taking, including cell phone pictures, is allowed without the express approval of a company representative in the exhibitor booth that is being photographed.

14. Selling of Products

Show Management provides display space for suppliers to exhibit and demonstrate products to customers and potential customers. All exhibitors shall adhere to all rules and regulations that may be established by the Internal Revenue Service to ensure continued income tax exemption for the trade show. Written orders for delivery after the show are allowed.

15. Indemnification/Limitation of Liability/Insurance

Exhibitor hereby releases and agrees to defend, indemnify and hold harmless Show Management, HPBA, the Orange County Convention Center, Freeman Decorating Company, and the officers, directors, members, agents, representatives, employees, subcontractors of each, from and against any and all claims, demands, actions, judgments, damages, losses and liabilities, including without limitation attorney's fees and costs, arising out of or in any manner related to exhibitor's presence at HPBExpo 2010, including without limitation

claims for damage to or loss of exhibitor's property and injury to or the death of exhibitor's employees, representatives, contractors or invitees. Exhibitor is required to maintain insurance, naming HPBA and the Reno-Sparks Convention Center as additional insureds, in the following amounts:

| | |
|---|-------------|
| Employer's Liability | \$100,000 |
| Bodily Injury | \$1,000,000 |
| Property Damage | \$100,000 |
| Worker's Compensation, Including Employer's Liability. | \$100,000 |

On or before February 12, 2010, exhibitor shall provide HPBA Show Management with two (2) certificates of insurance evidencing the foregoing coverage.

16. Exhibit Contents

Each exhibitor shall assume full responsibility for any loss of or damage to its property, including without limitation the contents of its exhibit booth. Although HPBA Show Management will provide security at the entrances to the exhibit floor during the show, such perimeter security is not designed to protect the contents of exhibit booths. The furnishing of such security shall not be deemed to create a bailment with respect to exhibitor's property, nor shall it create any other source of potential liability on the part of HPBA. Exhibitor is encouraged to purchase its own insurance and to take precautionary measures such as the securing of portable articles or their removal to a place of safekeeping after exhibit hours each day. Each exhibitor expressly assumes the risk of loss of such articles and expressly releases HPBA from any and all claims for loss of or damage to such articles.

Any damage to rental tents in the outdoor burn area, whether from smoke, burning, misuse or otherwise, shall be the sole responsibility of the exhibitor which contracted for the exhibit booth.

17. Force Majeure

In case said premises shall be destroyed by fire or the elements or by any cause beyond the control of the Orange County Convention Center, or in case of government intervention or regulation, military activity, terrorist activity, strikes, or any other circumstances that make it impossible, impracticable, illegal, or inadvisable to hold the show at the time and place provided in the Application and Contract for Exhibit Space, then and thereupon the contract shall terminate and the exhibitor shall waive any claim for damages or compensation, of any kind or amount, except the pro rata return of the amount paid for the space, after deduction of actual expenses incurred by HPBA in connection with HPBExpo 2010, and neither party shall be subject to any further liability.

18. Fire Regulations

At the time of this printing of the Rules and Regulations, per the orders of HPBA Show Management, absolutely **NO combustible oils, gases, or open flames of any type will be permitted in the Exhibit Hall, except as permitted under the Indoor Burning provisions in Section 10.** Absolutely no storage of combustibles of any kind shall be permitted behind an exhibitor's booth. All draping or display material of cloth or paper texture must be fireproofed. Any questions regarding specific problems should be referred to HPBA Show Management. There shall be no exceptions. **Failure to comply with this section shall constitute grounds for closing exhibitor's booth(s) for the duration of HPBExpo 2010 and for barring exhibitor from future shows and/or the loss of priority points.**

19. Hearth, Patio & Barbecue Expo Registration Policies

For every 100 sq. ft. rented, each exhibiting company will be given two (2) badges for exhibitor employees only. In addition, member companies shall be entitled to additional badges per the membership registration policy.

20. Activities Outside the Convention Center

Except as otherwise specifically provided herein and approved by HPBA (see below), events in the nature of hearth, patio or barbecue product exhibitions, whether hosted by an exhibiting or non-exhibiting manufacturer, retailer, distributor or other person or entity, are prohibited at any time during the education and exhibition days of HPBExpo (9:00 am March 11, 2010 through 5:00 pm March 13, 2010). HPBA will use its best efforts to prevent such events through its control of meeting space and hotel suites at HPBExpo hotels.

HPBExpo exhibitors may host events during non-exhibit hours (i.e., during education or membership meeting hours when the exhibit floor is not open) for their own staff, representatives, distributors or dealer customers; these may include sales meetings, dealer breakfasts, receptions or similar events. These events shall not include product displays unless (a) the display is for a narrow purpose such as the premiere of a new model or education regarding a specific model, and (b) the HPBExpo Committee has first granted a variance from the policy against product exhibitions for the specific event.

Those who participate in any event contrary to the foregoing policy will be subject to sanctions, as determined by the HPBExpo Committee, including loss of exhibitor priority points, refusal of permission to exhibit at future HPBExpo's and refusal of permission to continue to exhibit at HPBExpo 2010; violations may also lead to suspension of or expulsion from membership in HPBA or, in the case of a non-member, disqualification from eligibility for membership.

21. Official General Contractor

HPBA has appointed Freeman Decorating Company as the official general contractor for the HPBExpo 2010. The official contractor will make available to each exhibitor, about three months prior to the show opening, an information and service kit that provides exhibitors with complete shipping instructions, production information, and other forms for all services needed during the installation, show period, and removal of exhibits. Exhibitors needing special information before receiving the exhibitor service manual should call or write the general contractor directly:

Freeman
2200 Consulate Dr.
Orlando, Fl. 32837-8364
Ph: 407-816-7900
Fax: 407-850-9328
Email: FreemanOrlandoES@freemanco.com

The official contractor can provide all of the usual trade show services, including labor. Florida is a "right-to-work" state. Certain exhibitors may be required to use labor to help set up and tear down their exhibits. These specifications to identify such exhibitors will be explained in detail in the Exhibitor Service Manual provided by HPBA.

Should an exhibitor wish to have an exhibit installed by a contractor other than the official show decorator ("outside exhibit house"), such exhibitor must inform the Freeman Decorating Company, at the address listed above, and Show Management of the exhibitor's name, contractor's name, and the work to be performed. This information must be submitted in writing to: HPBA Show Management, 1901 North Moore Street, Suite 600, Arlington, VA 22209, and must be received no later than February 12, 2010.

22. Outside Exhibit Houses

A. The outside exhibit house must provide HPBA Show Management by February 12, 2010, with the names of all of their clients in the show, along with the names of their permanent personnel who will be working at the show. (Only permanent, full-time outside exhibit house personnel will be allowed on the floor of the show.) A certificate of insurance must accompany the notification to HPBA Show Management required in Section 21. This certificate of insurance should specify the following minimum coverage for your agent representative:

| | |
|---|---------------|
| Employer's Liability | \$100,000 |
| Bodily Injury | \$1,000,000 |
| Property Damage | \$100/100,000 |
| Workmen's Compensation, including Employers' Liability | \$ 100,000 |

B. Upon arrival at the show, outside exhibit house personnel must check in with HPBA Show Management at the Freeman Decorating Company service desk to present their credentials and receive permission to work on the floor.

23. Children under the age of twelve (12) are prohibited from entering the tradeshow floor at any time, including infants.

24. Amendments/Enforcement

HPBA Show Management reserves the sole right to interpret, amend and enforce these Trade Show Rules and Regulations. Written notice of any amendments or interpretations shall be given to exhibitors. Each exhibitor, for his company, himself, his subcontractors and other agents and employees, agrees to abide by the Rules and Regulations set forth herein, and by any subsequent amendments or interpretations. Show Management reserves the right to enforce compliance with these Rules and Regulations. If an exhibitor violates one or more of these Rules and Regulations, Show Management may refuse to allow exhibitor to set up and/or to continue to exhibit, and the HPBExpo Committee may refuse to permit that exhibitor to show in future years and/or reduce exhibitor's priority points. Violations of these Rules and Regulations may also lead to suspension or expulsion from membership in HPBA or, in the case of a non-member, disqualification from eligibility for membership. Exhibitors shall be bound by all applicable provisions of the agreement between HPBA and the Orange County Convention Center.

25. Americans With Disabilities Act

Exhibiting company shall be responsible for making its exhibit accessible to persons with disabilities, as required by the Americans with Disabilities Act. Exhibiting company shall hold HPBA, its members, officers, representatives, employees, subcontractors, and other agents harmless from any and all consequences of exhibiting company's acts of omission or commission with regard to compliance with the Act.

26. Intellectual Property, Libel, Slander

The exhibitor shall be solely responsible for securing any and all necessary licenses for: a) any performances, displays, or other uses of copyrighted works or patented inventions, and b) any use of any name, likeness, signature, voice or other impression, trademarks or service marks, or other intellectual property owned by a third party that is used, directly or indirectly, by the exhibitor. The exhibitor hereby agrees to indemnify, defend, and hold HPBA, its members, officers, representatives, employees, subcontractors, and other agents harmless from and against any and all claims of liability and any resulting losses, costs or damages (including costs of responding to any lawsuits and attorney's fees) for failure to obtain necessary licenses or consents, for infringement or other violations of the property rights or the rights of privacy or publicity of any third party, and for claims of libel or slander.