

EXHIBIT SPACE AGREEMENT

NEWSCHANNEL 9 CAREER CONNECTIONS

Nicholas J. Pirro Convention Center @ Oncenter, Syracuse, NY

Thursday, November 19, 2009 9am – 6:30pm

COMPANY NAME (Please Print)

CONTACT NAME TITLE

ADDRESS CITY STATE ZIP

BUSINESS PHONE FAX

EMAIL ADDRESS WEBSITE

EXHIBIT SPACE CHOICE

Booth includes: pipe, drape, (1) 8 ft. table, (2) chairs, plus 30 days continued exposure on www.9wsyr.com beginning November 20, 2009. WiFi is available at the Oncenter and the cost is \$19.95 per day (a credit card is needed).

10' x 10' Booth..... \$595 ea. How many booths?

VALUE-ADDED MARKETING OPPORTUNITIES

10' x 10' Booth plus an appearance on Bridge Street.....\$795

10' x 10' Booth plus an appearance on Bridge Street, and air time on NewsChannel 9..... \$2000

Can't staff a Booth? On-line Listing and Job Postings at the Event.....\$100

PLEASE CALL ME REGARDING OTHER MARKETING OPPORTUNITIES

Are you hiring? If so, what jobs are you hiring for?

PAYMENT

CHECK (make payable to): WSYR-TV
Mail to: The Results Group
1201 E. Fayette St, Ste. 36
Syracuse, NY 13210

Payment Schedule
Deposit due upon receipt of this agreement: 50% of total investment.
Balance due November 2, 2009

VISA MASTERCARD AMERICAN EXPRESS

CREDIT CARD NUMBER: EXP

PAYMENT AMOUNT: \$ 3 DIGIT SEC CODE BILLING ZIP CODE

CARDHOLDER NAME

CARDHOLDER SIGNATURE

I authorize WSYR-TV to process the second and final payment on the given credit card on November 2, 2009

We hereby agree to abide by show terms, conditions and regulations printed on the reverse side of this form. This license agreement contains the terms and conditions relating to the Exhibitor's involvement in the Show. It is important that the Exhibitor review the terms and conditions on the reverse side before executing this agreement.

SIGNATURE DATE

## TERMS AND CONDITIONS

### EXHIBITOR COVENANTS

The Exhibitor agrees to (1) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (2) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (3) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.

The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by WSYR and The Results Group.

The exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force (1) between WSYR and The Results Group and contractors providing services to the facility, and (2) governing companies operating in the facility in which the Show is taking place.

The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.

The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (1) the Exhibitor satisfies WSYR and The Results Group that the contest is being operated in accordance with applicable law; and (2) the prior written consent of WSYR and The Results Group is obtained.

The Exhibitor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this license agreement. The Exhibitor also acknowledges that there will be a \$100 penalty for waiting to pay for their booth at the Show and agrees to this charge. Furthermore, the Exhibitor agrees to pay a fee of \$100 for early breakdown and leaving before the end of Show hours.

### WSYR and The Results Group RIGHTS

WSYR and The Results Group reserves the right, in its sole and unfettered discretion to: (1) determine the eligibility of Exhibitors and exhibits for the Show, (2) reject or prohibit exhibits or Exhibitors which WSYR and The Results Group considers objectionable, inappropriate, disruptive or offensive to WSYR and The Results Group, other Exhibitors or Show attendees; (3) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (4) cancel, in whole or in part, the Show due to an event of force majeure; or (5) change the date, location and duration of the Show; without any liability to WSYR and The Results Group.

WSYR and The Results Group shall have the right from time to time to establish and amend or modify any regulations governing use of the facility and the Show.

### ASSIGNMENT AND SUBLETTING

The Exhibitor shall not assign any rights or sublet space under this license agreement without the prior written permission of WSYR and The Results Group, which permission may be withheld in WSYR and The Results Group's sole and unfettered discretion

### INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless WSYR and The Results Group and the facility, their respective officers, directors, agents representatives, insurers, and employees, or those for whom the Exhibitor is responsible in law, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (1) its occupancy of the exhibit space and/or its environs, (2) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (3) personal injuries, death, property damages or any other damage sustained by the Exhibitor, WSYR and The Results Group, the facility, Show sponsors, or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

### LIABILITY AND INSURANCE

The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to WSYR and The Results Group for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name WSYR and The Results Group as additional insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000.00 for each separate occurrence. At the request of WSYR and The Results Group, the Exhibitor shall provide WSYR and The Results Group with a copy of such policy.

The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against WSYR and The Results Group, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.

Neither WSYR and The Results Group nor the facility will assume liability for loss for damage, through any cause of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this exhibitor agreement is entitled to recover prejudgment interest, reasonable attorney's fees and all other costs of litigation from the non-prevailing party.

### BOOTH DISPLAY

The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by WSYR and The Results Group.

The Exhibitor shall not sell, promote, or advertise any products and services not in conformity with this license agreement without the prior written approval of WSYR and The Results Group.

### CANCELLATION AND TERMINATION

The Exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to WSYR and The Results Group no later than ninety (90) days preceding the opening date of the Show. All deposits received by WSYR and The Results Group up to the date of notice of cancellation are non-refundable and non-transferable. In the event that the Exhibitor (1) notifies WSYR and The Results Group less than ninety (90) days preceding the opening date of the Show that it wishes to cancel this license agreement; or (2) fails to make payments in accordance with the payment schedule set out herein; or (3) except as otherwise permitted herein, fails to appear at the Show; WSYR and The Results Group reserves the right to (4) cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate; (5) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement; (6) re-rent the said space; and (7) bring action against the Exhibitor for payment of the full cost of the space originally licensed from WSYR and The Results Group.

If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to WSYR and The Results Group shall be deemed earned by WSYR and The Results Group and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of this license agreement, WSYR and The Results Group shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as WSYR and The Results Group deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show.

Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling WSYR and The Results Group to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to WSYR and The Results Group to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

### FORCE MAJEURE

In the event that (1) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (2) WSYR and The Results Group is unable to permit the Exhibitor to occupy the facility space, or (3) if the Show is cancelled or curtailed, for any reasons beyond the control of WSYR and The Results Group, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, WSYR and The Results Group will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the exhibitor.

### MISCELLANEOUS

Waiver by WSYR and The Results Group of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_