

**Bride Fest Mission Viejo Spring 2007
Exhibit Space Rental Agreement
April 28th and 29th , 2007**

Firm Name _____ Business Category _____
 Address _____ City _____
 State _____ Zip _____ Website Address _____
 Phone _____ Fax _____ Email Address _____
 Authorized Company Contact _____

Fax Completed Contracts to 877-237-0319	Mail Checks Made Payable To: Arbee Productions P.O. Box 4082 La Mesa, CA 91944-4082	Pay by: Visa, MC
--	--	---------------------------------------

EXHIBITOR INFORMATION

Exhibit spaces is assigned on a first-come, first-served basis. Upon acceptance a duly executed copy of the application will be returned to your for your records. The undersigned exhibitor hereby submits application for exhibit space at Bride Fest and agrees to abide by the rules and regulations as stated on the reverse/page 2 of this application.

Signature Required >> Agreed to By _____ Date _____

DESCRIPTION OF PRODUCTS/SERVICES TO BE DISPLAYED

Please write a short description of the products or services that you will display and check the categories below that describe those products and services.

<input type="checkbox"/> Bridal Fashions	<input type="checkbox"/> Cakes	<input type="checkbox"/> Catering	<input type="checkbox"/> Ceremony Site	<input type="checkbox"/> DIY Supplies
<input type="checkbox"/> Favors	<input type="checkbox"/> Flowers	<input type="checkbox"/> Gift Registries	Gifts & Keepsakes	<input type="checkbox"/> Guest Books
<input type="checkbox"/> Hair & Makeup	<input type="checkbox"/> Honeymoon	<input type="checkbox"/> Hotel Accommodations	<input type="checkbox"/> Invitations & Stationery	<input type="checkbox"/> Jewelry
<input type="checkbox"/> Music	<input type="checkbox"/> Other	<input type="checkbox"/> Party Rentals	<input type="checkbox"/> Photography	<input type="checkbox"/> Preservation
<input type="checkbox"/> Reception Venues	<input type="checkbox"/> Rehearsal Dinner Venues	<input type="checkbox"/> Save the Dates	<input type="checkbox"/> Shoes	<input type="checkbox"/> Transportation
<input type="checkbox"/> Tuxedos	<input type="checkbox"/> Videography	<input type="checkbox"/> Wedding Coordination & Design	<input type="checkbox"/> Wedding Party Attire	

EXHIBIT SPACE REQUEST

Standard Booth Size is approx. 10' x 10' (sizes may vary)

Booth Price \$995

50% Deposit due at application. Balance due 2/23/07
 Full payment is due with application after 2/23/07

Total Booths Requested: _____
Price per Booth _____

Total Amount Due _____
Deposit Amount (50% prior to 2/23/07. Full payment required after 2/23/07) _____

Credit Card: Please charge deposit to credit card below: Authorized Amount \$ _____ Initial X _____
 Charge Balance Due per invoice to CC below on February 23, 2007. Initial X _____

__ Visa __ MC __ Check (payable to Arbee Productions)

Credit Card Number _____ Exp. Date _____
 Cardholders Name _____ Authorized Signature _____

Accepted by: _____ Date _____ Assigned Booth Number _____

Terms & Conditions

1. Defined Terms: "Event" means Bride Fest, currently scheduled to be held on **April 28th & 29th at The Shops at Mission Viejo**. Event is owned, produced and managed by Arbee Productions. "Organizer" means, collectively, Arbee Productions, its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by Arbee Productions in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. "Event Facility" means Simon Property Group, The Shops at Mission Viejo and its officers, director, shareholders, employees, contractors, agents, affiliates, representatives, and assigns.

2. Contract Acceptance: This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed on the facing page by a duly authorized representative of Arbee Productions.

3. Assumption of Risks; Releases: Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph or not.

4. Indemnification: Exhibitor shall indemnify, defend, and hold Organizer and the Exhibit Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor, and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

5. Limitation of Liability: Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to Arbee Productions by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. Management may employ reputable guards during the course of the exhibition to regulate the flow of attendees at the Event. These guards are not security guards. Neither Organizer, nor the owners or lessors of the Event Facility, shall assume any responsibility for Exhibitor's personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft.

6. Qualifications of Exhibitor: Arbee Productions, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Arbee Productions reserves the right to restrict or remove any exhibit that Arbee Productions, in its sole discretion, believes is objectionable or inappropriate.

7. Assignment of Space: Exhibit space shall be assigned by Arbee Productions in its sole discretion for the Event and for the Event Dates only. Arbee Productions reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason.

9. Cancellation by Exhibitor: Cancellations will not be accepted unless received prior to January 6, 2006. Exhibitor will continue to be liable for 100% of the total exhibit fee unless written notice of cancellation is received prior to **February 23, 2007**. If written notice of cancellation is received prior to February 23, 2006, Exhibitor will be liable for 50% of the total exhibit fee. Because these dates are related to the Event Dates and not to the date of this contract, these dates shall apply regardless of the date on which this contract is executed. This amount is considered to be liquidated and agreed upon damages, for the damages Arbee Productions will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the Organizer to sustain damages. In this situation, the Organizer's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date Arbee Productions receives the notice. Exhibitor may be required to move to a new location if it requests a downsizing of space.

10. Cancellation by Arbee Productions: If Exhibitor fails to make a payment required by this contract in a timely manner, Arbee Productions may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund any monies previously paid. Arbee Productions reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Organizer. Arbee Productions is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability hereunder. Arbee Productions may also terminate this contract effective upon written notice of termination if Exhibitor breaches any

of its obligations under this contract or any other contract or arrangement with Organizer, without any obligation on Arbee Production's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If Arbee Productions removes or restricts an exhibit that Arbee Productions considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

11. Cancellation of the Event: If Arbee Productions cancels the Event due to circumstances beyond the reasonable control of Arbee Productions (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), Arbee Productions shall refund to Exhibitor its exhibit space rental payment previously paid in full satisfaction of all liabilities of Organizer to Exhibitor. Arbee Productions reserves the right to cancel, or rename the Event or change the Event Dates. If Arbee Productions changes the name of the Event, or changes the Event Dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor.

12. Exhibit Space Occupancy: Arbee Productions shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to install its display in its assigned space or leaves its space unattended at any time during the Event, Arbee Productions shall have the right to take possession of the space, terminate this contract and no refund will be due to Exhibitor. All exhibits must be open for business at all times during the Event.

16. Taxes and Licenses: Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitors selling product onsite must have a copy of your seller's permit and business license displayed at show.

17. Observance of Laws: Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Event Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

21. Exhibitor Information Outline: Prior to the Event, Arbee Productions will send an Exhibitor Information Outline to the "Primary Contact" listed on the front of this contract. The Exhibitor Information Outline will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

22. Incorporation of Rules and Regulations: Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by Arbee Productions in its sole discretion. Any rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by Arbee Productions as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Information Outline and any additional rules or regulations adopted by Arbee Productions) states the entire agreement of the parties with respect to the subject matter hereof.

23. Governing Law: This contract is governed by the laws of the State of California as applied to contracts entered into and entirely performed within that State by residents of that State. Exhibitor hereby submits to the exclusive jurisdiction of the courts located in the State of California, which shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in San Diego, California.

24. Character of Displays; Use of Aisles and Common Areas: Distribution of samples, printed matter of any kind and any promotional material is restricted to the exhibit booth. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of Arbee Productions and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of Arbee Productions. Uniformed attendants, models and other employees of Exhibitor must remain within its booth. Any and all advertising distribution must be made from Exhibitor's booth space.

25. Sound Devices: The use of devices for mechanical reproduction of sound or music may be permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones.

26. Fire and Safety Laws and Rules: Federal, state and city laws must be strictly observed. A listing of material fire and safety regulations will be found in the Exhibitor Service Manual. All materials used for display of any kind must be flameproofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. The use of crepe paper and any decorative paper of any type are prohibited and will not be permitted. Your display must meet all the required fire regulations. Displays that do not pass inspection will be ordered closed until such fire hazards are corrected against further danger of fire. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into aisles under any circumstance. This is a strict order of the fire marshal. Exhibitor may be closed down for infringing this rule.

31. No Show Policy: If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, Exhibitor must notify the Event Director at the Event Facility. Non-notification will result in resale of space, and no refunds will be made.

33. Entire Agreement: This contract (including the Exhibitor Service Guide and any additional rules or regulations adopted by Arbee Productions from time-to-time) represents the entire agreement between Arbee Productions and Exhibitor relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between Arbee Productions and Exhibitor relating to the Event.