

Company: _____ Contact: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____ Email: _____

Name of ISA Dan Myers
Ryan Myers

Payment Terms:

Contracts received prior to August 1, 2005 - a 50% deposit of the Total Application Fee recorded above is due upon signing this Exhibitor Registration Form and must be sent to The Learning Annex with a signed copy of this contract within 7 days of verbally securing rental space. Final payments are due by August 1, 2005. Contracts received after July 1, 2005 - Full payment of the Total Application Fee recorded above is due upon signing this Exhibit Application & Contract and must be sent to The Learning Annex with a signed copy of this contract within 7 days of verbally securing rental space.

| Description | Cost | Qty | Total |
|------------------------|--------|-----------|--------------|
| 10 x 10 Standard booth | \$4995 | _____ | \$ _____ |
| 10 x 20 Premium booth | \$9995 | _____ | \$ _____ |
| Credit card # _____ | | Exp _____ | Vcrif: _____ |

All payments must be made directly to The Learning Annex.

The Learning Annex Real Estate Show Exhibitor Rules and Regulations:

1. Exhibitor: All exhibitors, concessionaires, contractors or vendors will be referred to as an Exhibitor throughout these Terms & Conditions.
2. Rules and Regulations: Exhibitors must abide by all rules and regulations of the event venue. Only one company may exhibit per booth, unless otherwise approved by The Learning Annex Real Estate Show (LARES). Exhibitors may display posters, signs or other material depicting only two properties within their booth. LARES reserves the right to request the removal of any items displayed within Exhibitor's booth that, in its sole judgment do not conform to event guidelines. Failure to comply with such a request may be just cause for removal of an exhibitor from the event, at Exhibitor's expense and with no refund. Exhibitors must confine their activities to their contracted space. Exhibitors may not accept any payment for product or services from attendees. Exhibitors are prohibited from using amplifying equipment during event hours. LARES reserves the right to modify Rules and Regulations at any time.
3. Exhibitor Load-In, Dismantling and Load-Out: Exhibitor will arrange for the shipment of any materials, displays, furniture, etc., for use in its exhibit space, per directions found in Exhibitor Confirmation Package. Materials, displays, etc., may not be brought into Exhibit Hall during Exhibit Hours without consent of LARES. Exhibitors must wait until the event has ended before dismantling, packing or removing materials.
4. Space Assignments: Exhibitors will be given an opportunity to select their booth location based on date of paid-in-full contracts. LARES reserves the right to change space assignments prior to the event. Space is leased with the understanding that the Exhibitor will hold LARES harmless from any and all liabilities that may result from any changes.
5. Liabilities: Exhibitor participates in LARES at its own risk. Neither LARES nor its employees, and/or its agents, or the hosting facility or its employees will be responsible for any damage to or for the loss or destruction of the Exhibitor's property or injuries to the Exhibitor, its representatives, agents or employees. The Exhibitor expressly waives all claims for such loss, damage, destruction or injury. Exhibitor agrees that no guarantees of attendance or sales have been made by LARES, nor its employees and/or its agents. Exhibitor agrees to hereby and forever discharge, release and hold harmless LARES, its agents and employees and the event facility from any claims arising from participating in the event. LARES, its employees and/or its agents shall not have any liability whatsoever for delay or cancellation of the Exhibit or any damage to any person, matter or thing, resulting from storm, wind or water, or other acts of God, nor from fire, strikes, lockouts, or any other circumstance beyond LARES' control.
6. Payment Terms and Cancellation Policy: Exhibitor is required to pay in full upon registering for the event, by the due date as established by LARES in this contract. No Exhibitor will be allowed to exhibit at event without first making full payment for exhibit space. Under no circumstances will Exhibitor payments be returned or refunded.
7. This Agreement represents the entire Agreement between the parties hereto and supersedes all previous agreements, whether oral or written, between the parties. Amendments to this agreement shall be in writing only. A waiver by either party of any provision of this Agreement shall not be deemed to be a waiver of such provision, or any other provision, as to any future instance or occurrence. This Agreement shall be governed by the law of the State of New York, and causes of action may only be brought in New York County.

Please send completed form and make checks payable to: **The Learning Annex** and mail to: The Learning Annex - 48 West 37th Street - 7th Floor - New York, NY 10018 - ATT: John Goodfriend

By signature or initials below, the individual signing or initialing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor.

Signature: _____

For the Learning Annex: _____

Print name: _____

Title: _____ Date: _____

Date: _____