

TERMS AND CONDITIONS

1. APPLICATION AND ELIGIBILITY. Application for booth space must be made on the printed form provided by Minnesota Mortgage Association (MMA, hereinafter "the Association"), and contain the information as requested and be executed by an individual who has authority to act for the applicant. The Association reserves the absolute right to decline any application for space, if, in the Association's judgment, the products or services to be shown or demonstrated are not applicable to the mortgage business, are inconsistent with the stated purposes of the MMA and the interests and welfare of its members. The Association further reserves the right to limit the number of producers or suppliers of specialty promotion items or merchandise not directly utilized in effectuating real estate transactions.

2. EXHIBIT BOOTH PRICE. The price is as stated on the contract.

3. PAYMENT DATES. No booths will be guaranteed until the Association has received full payment along with a signed contract. Only those companies receiving approval and confirmation from the Association and having made full payment by **August 1, 2008** will be listed in the "Directory of Exhibits."

4. CANCELLATION OF BOOTH SPACE. In the event Exhibitor notifies the Association, in writing, of Exhibitor's Intent to repudiate the contract after acceptance but prior to **August 1, 2008**, the Association shall be entitled to retain fifty percent (50%) of the full exhibit booth price as liquidated damages. If the Association receives such notice of the Exhibitor's repudiation after **August 1, 2008**, the Association reserves the right to retain full exhibit booth price as liquidated damages, and to as a penalty, to re-sell or re-assign the booth space.

5. BOOTH SIZE. Booths located in the exhibit hall will be 8' x 10' unless otherwise noted.

6. BOOTH, FURNISHINGS, EQUIPMENT AND SERVICE. Hubbell/Tyner will provide standard pipe and drape booth equipment. The booth equipment will consist of 8' high background drape, 3' high side drape, one (1) identification sign, one (1) - 6' draped table, and two (2) - chairs. All exhibition displays must fit within dimensions above. MAMB reserves absolute right to deny exhibitor's exhibits at its sole discretion.

7. ASSIGNMENT OF BOOTH SPACE. All space assignments shall be made by the Association, in its sole discretion as Application/Agreement and payments are received and accepted. In addition, the following booth space assignment rules shall apply:

A. Booth assignments shall be made as soon as possible after receipt of a properly contracted contract application and the required payment, and will be confirmed by the Association.

B. The Association reserves the right to make and/or change all booth assignments as it deems appropriate.

C. The Association reserves the right to take into consideration an Exhibitor's prior participation in the Association's trade exposition when assigning booth space.

8. MOVE-IN/MOVE-OUT AND STAFFING OF EXHIBITS. Move-in is from 11:00 a.m. to 1:30 noon on Thursday, September 11, 2008. All exhibits must be installed and ready for Show opening by Thursday, September 11, 2008 at 2:00 p.m. Move-out is from 2:30 p.m. until 4:00 p.m. on Friday, September 12, 2008.

[This information is subject to change.]

The Association reserves the right, in its absolute discretion, to impose reasonable limitations on the number of exhibit staff within an exhibit and encourages Exhibitors to obtain approval for the number of staff prior to the Event. Exhibit booths must be staffed during all open show hours and no Exhibitors will be permitted to dismantle prior to the close of the Show on Friday, September 12, 2008 at 2:30 p.m. Any company violating this regulation may be denied exhibit space in future Association Trade Shows.

9. ADDITIONAL EXHIBITOR SERVICES. All other services are available to Exhibitors as normal changes, through the official convention contractor Hubbell/Tyner (800-947-9750) (hereinafter "Official Contractor"). An Exhibitor's Service Kit will be emailed to all Exhibitors with complete details and deadline order dates for rental displays, additional decorating, furniture signs, floral, electrical, telephone, audiovisual service, draipage information and displayment labor. All arrangements for food or beverage must be made through The Minneapolis Hyatt Regency Hotel, Rochelle Melnarik, 612-596-4531 melnarik@hyatt.com.

10. HOTEL ROOMS AND SUITES FOR EXHIBITORS. All reservations for sleeping accommodations should be made directly with the Minneapolis Hyatt Regency Hotel 800-233-1234, identify as the MMA or Minnesota Mortgage Association group.

11. EXHIBIT STAFF REGISTRATION. Registration of up to **two** representatives per booth purchased will be complimentary provided registrations are received by Association by August 1, 2008. All Advance registered Exhibitors will have a printed Exhibitor Badge available at the Exhibitor Registration Area.

12. SUBLETTING BOOTH SPACE. Exhibitor may not assign, sublet, or apportion all or any part of one's contracted booth space, nor may Exhibitor permit the display, promotion, sales or marketing of non-Exhibitor products or services.

13. ARTICLES OF EXHIBIT. The advertisement or display of goods or services other than those manufactured, distributed or sole by the Exhibitor in the regular course of business and identified in this contract is prohibited.

14. SPECIAL VISUAL AND SOUND EFFECTS. Audiovisual and other sound and attention getting devices and effects shall be permitted only in those locations and in such intensity as in the sole opinion of the Association does not interfere with the activities of neighboring Exhibitors. Operation of equipment being demonstrated may not create noise levels objectionable to neighboring Exhibitors.

15. ELECTRICAL. All electrical need to be ordered thru the Hyatt Hotel. Contact Rochelle Melnarik at melnarik@hyatt.com or 612-596-4531

16. SHIPPING INSTRUCTIONS. Information on shipping methods and rates will be sent to each Exhibitor by the Official Contractor, Hubbell/Tyner. The Exhibitor shall ship, at its own risk and expense, all articles to be exhibited. The Official Contractor will provide storage for incoming freight, delivery to booth, removal, storage and return of empty crates, removal and shipment of outbound freight. The address on all crated shipments shall include the Exhibitor's name and booth number(s). Exhibitor expressly agrees that any exhibit material remaining in exhibit hall after contracted move-out time has terminated, or damaged exhibits left behind, may be removed and disposed of at the expense of the Exhibitor and without liability to the Association or Official Contractor. Exhibitor agrees to pay at end of trade show all fees incurred by Exhibitor from Official Contractor for freight handling as specified in Exhibitor Service Kit.

17. INSURING THE EXHIBITS. Exhibitors are encouraged to insure their exhibits, merchandise and display materials against theft, fire, etc. at their own expense.

18. FAILURE TO OCCUPY SPACE. Any space not occupied at the Minneapolis Hyatt Regency by 2 p.m. Thursday, September 11, 2008 shall be forfeited by the Exhibitor and space may be resold, reassigned, or used by the Association or exhibit staff without refund, unless a request for delayed occupancy has received prior approval of the Association.

19. LIABILITY FOR DAMAGES OR LOSS OF PROPERTY. Exhibitor agrees to protect, indemnify and hold harmless the Association, the Minneapolis Hyatt Regency and the Official Contractors from any and all liability, loss, damage or expense by reason of any injury or injuries sustained by any persons or property or loss of property or income which might be derived there from occurring in or about the exposition premises or entrances thereto or exits there from, including that caused by resulting from the negligence of the Association. The Minneapolis Hyatt Regency shall not be responsible or liable for any injury, loss or damage to any property or person brought in by the Exhibitor or otherwise located in the exposition premises.

20. CANCELING EXHIBIT. If for any cause beyond the control of the Association, such as but not limited to the destruction of the exhibit facilities by an Act of God, the public enemy, authority of the law, fire or other force of nature, the Association is unable to comply with the terms of this contract and deliver the space allotted hereunder, this contract shall be considered terminated. Any payments made hereunder by Exhibitor shall be refunded to Exhibitor, less expenses incurred by the Association to the date of termination allocable to Exhibitor after proration thereof among all Exhibitors.

21. MISCELLANEOUS. The Exhibitor expressly agrees to be bound by all the terms, conditions and specifications herein listed and by the Rules and Regulations established by the Association from time to time thereafter modified, and expressly agrees that this contract and such Rules and Regulations contains the entire agreement between the parties hereto and supersedes any prior agreement, written or oral. This contract shall be interpreted under the law of the United States and the State of Minnesota.

22. DISPUTES. All disputes arising between parties under this contract shall be submitted to arbitration.