



October 17-19, 2005
The Mandalay Bay Resort & Casino, Las Vegas
www.mfeconference.com

2005 Multifamily Executive Conference

Attached please find the booth floor plan for the **2005 Multifamily Executive Conference** to be held October 17-19, 2005 at the Mandalay Bay Resort & Casino, Las Vegas, Nevada.

The 2005 Booth Space Drawing will be held on June 24, 2005. **Highest priority will be given to companies who exhibited in 2004 and contracted by December 1, 2004.**

Please return this form along a signed copy of the terms and conditions to:

Liz Dyas at Hanley Wood, LLC
One Thomas Circle, Suite 600, Washington, DC 20005
(p) 202-736-3363, (f) 202-785-1974
(e) edyas@hanleywood.com

Booth Size: 10' x 10'

Booth Cost: \$4,300 by March 1, 2005
\$4,950 after March 1, 2005

Exhibiting Company _____

Product Service to be Exhibited _____

Key Contact _____

Title _____

Email _____

Address _____

City _____

State _____

Zip _____

Phone Extension _____

Fax _____

List your top 6 preferred booth locations (*Refer to floor plan*):

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

We prefer our booth not to be near the following competitive firms:

Multifamily Executive Conference 2005

General Information, Rules and Regulations

1. Defined Terms

The term "Event" means Multifamily Executive Conference 2005, currently scheduled to be held on October 17-19, 2005 at the Mandalay Bay Resort & Casino, Las Vegas, Nevada. The Event is owned, produced and managed by Hanley Wood, LLC. As used hereinafter, the term "HW" means, collectively, Hanley Wood, LLC, and each of [its/their respective] officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space and agreed to enter into this contract upon acceptance by HW in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

2. Contract Acceptance

This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor, and accepted as valid by a duly authorized representative of HW. Evidence of contract acceptance will be a formal confirmation of assigned booth and the related financial specifics.

3. Qualifications of Exhibitor

HW, in its sole discretion, determines whether a prospective Exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who supply products and services to the multifamily industry. Applicants may be required to submit a description of the nature of their business. HW reserves the right to restrict or remove any exhibit which HW, in its sole discretion, believes is objectionable or inappropriate.

4. Assignment of Space

Exhibit space shall be assigned by HW in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future Events. HW reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if HW in its sole discretion determines that to do so is in the best interest of the Event.

5. Use of Exhibit Space

The exhibit space is to be used solely for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the written consent of HW. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All Exhibitors shall display products or services in a tasteful manner.

6. Cancellation by Exhibitor

If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice thereof in writing sent to HW with evidence of receipt. In such case Exhibitor will continue to be liable for 100% of the total booth fee unless the written notice of cancellation is received by HW no later than 180 days prior to the opening date of the Event. If written cancellation is received more than 180 days before the opening date of the Event, the Exhibitor will be liable for 50% of the total booth fee. Because these dates are related to the Event date and not to the date of this agreement, these dates shall apply regardless of the date on which this agreement is executed. This amount is considered to be liquidated and agreed upon damages, for the injuries HW 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 booth reserved from availability at a time when other parties would be interested in applying for it, will cause HW to sustain damages. In this situation, HW'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 HW receives the notice. HW reserves the right to treat an Exhibitor's reduction of sponsorship as a cancellation and may require the purchase of a new sponsorship opportunity. A Sponsor may be required to move to a new location if it requests a reduction in sponsorship.

7. Cancellation by HW

If Exhibitor fails to make a payment required by this contract in a timely manner, HW may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. HW 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 HW. HW is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. HW may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on HW'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 HW removes or restricts an exhibit that HW considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

8. Cancellation of the Event

If HW cancels the Event due to circumstances beyond the reasonable control of HW (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Meeting Facility), HW shall refund to each Exhibitor its booth fee previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of HW to Exhibitor.

HW reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If HW changes the name of the Event, re-locates the Event to another facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but HW shall assign to Exhibitor, in lieu of the original booth agreement such other opportunity as HW deems appropriate and Exhibitor agrees to use under the terms of this contract. If HW elects to cancel the Event other than for a reason previously described in this paragraph, HW shall refund to each Exhibitor its entire booth payment previously paid, in full satisfaction of all liabilities of HW to Exhibitor.

9. Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by HW. If Exhibitor fails to install its display in its assigned space dates and times as listed in Exhibitor Service Manual or leaves its space unattended during the Exhibit hours, HW shall have the right to take possession of the space and no refund will be due to Exhibitor. Exhibitor may not dismantle the display until the Event is officially closed by HW.

10. Listings and Promotional Materials

By purchasing a sponsorship opportunity at the Event, Sponsor grants to HW a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Sponsor in any directory (print, electronic or other media) listing the sponsoring companies at the Event and to use such names in HW promotional materials. HW shall not be liable for any errors in any listing or descriptions or for omitting any Sponsor from the directory or other lists or materials. HW may also take photographs of Sponsor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any HW promotional purpose.

11. Care of Meeting Facility

Exhibitor shall promptly pay for any and all damages to the Meeting Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

12. Taxes and Licenses

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law 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, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Meeting Facility without the express permission of HW.

13. Copyrighted Materials

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

14. 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 Meeting Facility (including any union labor work rules). Without limiting the foregoing Exhibitor shall set up within the booth space in accordance with the Americans with Disabilities Act.

15. Exhibitor Service Manual

HW will send an Exhibitor Service Manual to the designated representative of the Exhibitor. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibit display rules, and move-in, move-out schedules.

16. 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 HW in its sole discretion. HW may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such 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 HW as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by HW from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

17. Installation and Dismantling

Move-in and move-out times will be outlined in the Exhibitor Service Manual. Failure to remove an exhibit in the allowed time will afford HW the right to remove and place same in a warehouse, subject to the Exhibitor's disposition, and/or ship to Exhibitor via common carrier with all charges to follow at no liability to HW. All exhibits must remain intact until the Exhibition is officially closed.

18. Contractor Services

In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, HW has contracted on an exclusive basis official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in Exhibitor Service Manual.

19. Exhibit Guidelines

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Each Exhibitor agrees to exhibit only products that it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of HW and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of HW. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers are prohibited in the exhibit area. (Handouts with gummed backing that adhere or cause adhesion are considered stickers.) Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited.

20. General Terms and Conditions

HW has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, HW in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of HW.

21. 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 the 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 HW nor the Meeting Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither HW nor the Meeting 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 described in this paragraph.

22. Indemnification

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to HW), and hold HW and the Meeting Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (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.

23. Limitation of Liability

Under no circumstances shall HW or the Meeting 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 HW's maximum liability under any circumstance exceed the amount actually paid to HW by Exhibitor for exhibit space rental pursuant to this contract. HW makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

24. Insurance

Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. (A) Workers' Compensation insurance; (B) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); (C) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds Hanley-Wood, LLC and each of its subsidiaries. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to HW, shall be furnished to HW sixty (60) days before the first day of the Event. Certified copies of the Certificates of Insurance or policies shall provide that they may not be canceled without 30 days' advance written notice to HW.

25. Violation of Rules and Regulations

Violation of these rules and regulations, as well as those published in the Exhibitor Service Manual, will afford HW the right to execute one or more of the following remedies: 1) the Exhibitor may be prohibited from exhibiting at the current year's Conference and will forfeit all booth payments; 2) the Exhibitor may be prohibited from purchasing a booth at the following year's event. Provided, however, that the imposition of one or more of these remedies by HW shall not in any way limit available remedies provided in other provisions of this contract or by law.

26. Governing Law

This contract is governed by the laws of the State of Texas as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Texas 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 Dallas, Texas.

27. Outside Exhibits/Hospitality Suites

Exhibitors are prohibited, without express written approval from HW, from displaying products/services and/or other advertising material in areas outside their booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitors also agree not to operate hospitality suites during hours in which the Event is open or when any HW-sponsored activities are being held. Exhibitors hosting hospitality functions are prohibited from holding those activities during official Event hours. Only Sponsors paying a sponsorship participation fee are permitted to host a hospitality function, in an official Event hotel. All requests for a hospitality suite or public function space must be made through HW. If an Exhibitor cancels or fails to occupy the exhibit space during official Event hours, HW reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under that Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

28. Sound Devices

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

29. Fire and Safety Laws

Federal, state and city Laws must be strictly observed. A full listing of these fire and safety regulations will be found in the Exhibitor Service Manual.

Signature

Date



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Booth Floor Plan

