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# Embroidery Mart

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**Register NOW for prime booth locations.**



**NASHVILLE**

**July 24-25, 2009**

**Nashville Convention Center**

**Nashville, TN**

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*BROUGHT TO YOU BY...*

**NNEP**

National Network of Embroidery Professionals

**A World of Difference**

330-678-4887

Fax 330-678-8988

Toll free 800-866-7396

4693 Kent Road

Kent, OH 44240-5206

[www.EmbroideryMart.com](http://www.EmbroideryMart.com)

[www.NNEP.net](http://www.NNEP.net)

[hooper@nnepp.net](mailto:hooper@nnepp.net)

# **Embroidery Mart -- THE Industry Event**

## **July 24-25, 2009, Nashville Convention Center, Nashville, TN**

**Embroidery Mart-EAST** is being presented by the National Network of Embroidery Professionals (NNEP) specifically for the commercial embroidery and apparel decoration industries. **Embroidery Mart will showcase approximately 125+ exhibit spaces featuring embroidery equipment, software, technology, supplies, garments, textile accessories, related industry products and equipment.** Product demonstrations and educational workshops will be presented by industry suppliers (the exhibitors) and will be FREE for the buyers.

**Event Dates: Friday, July 24, 2009**

**Saturday, July 25, 2009**

**Set Up: Wed. & Thurs. July 22-23, 2009**

**Tear Down: Saturday, July 25, 2009**

**Hall Hours: 10 AM – 5 PM**

**Hall Hours: 10 AM – 5 PM**

**Hours: 1 PM-6PM Wed; 9AM-6PM Thurs**

**Hours: 5 PM – 9 PM**

**50% of the US commercial embroidery industry lives within 600 miles of Nashville... Mart is the event that thousands of buyers will be able to travel to easily.** The NNEP presents the only national tradeshow for the commercial embroidery industry. Every year, NNEP events have grown, attracting more QUALIFIED BUYERS than in the previous years.

### **Unique Features of Embroidery Mart:**

- Product Training/classes/Demonstrations provided by exhibitors (FREE to buyers!)
- Exhibit Hall and Product Demonstration Rooms conveniently located near each other.

### **Major Cities within this Market:**

*Atlanta  
Charlestown  
Chicago  
Cleveland  
Detroit  
Kansas City  
Little Rock  
Milwaukee  
New Orleans  
Raleigh  
Richmond  
St. Louis*

### **What do you get as an exhibitor at Embroidery Mart?**

- Access to thousands of qualified buyers
- Free listing in Embroidery Mart Book
- Free listing and active link on the Mart website
- VIP Coupons and unlimited flyers available for your customers
- Product Demonstration/Workshop opportunities
- Mart Book advertising opportunities
- Sponsorship opportunities

### **Who will attend Embroidery Mart?**

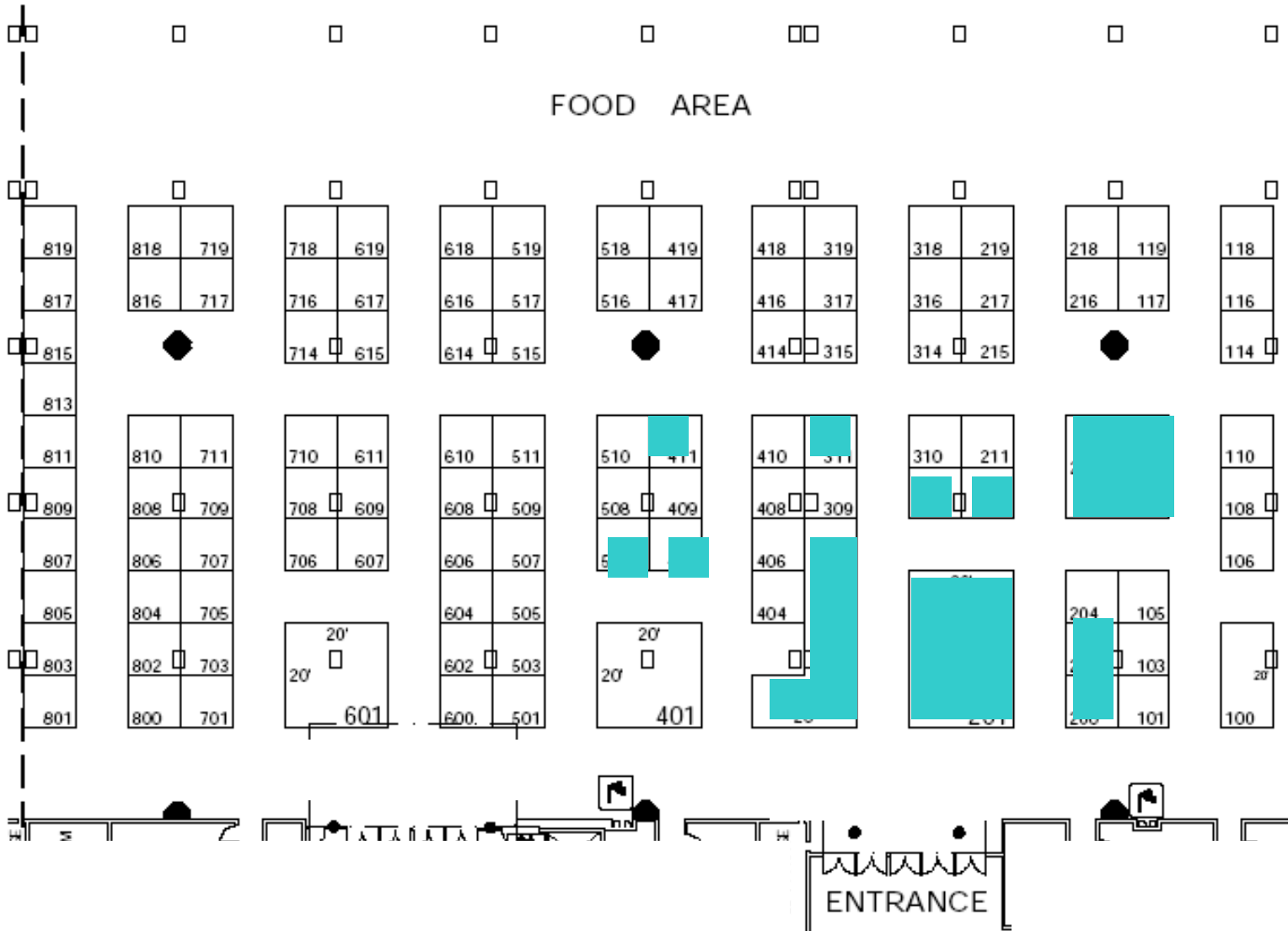
Commercial embroidery and apparel decoration business owners and promotional products sales professionals from across the United States. This is an "industry event," in the truest sense. Embroidery Mart will be promoted in the leading trade publications that support the commercial embroidery industry. Start-up to mid-sized embroidery companies will be targeted specifically by direct mail, telemarketing, magazine inserts and web-based marketing. Approximately 150,000 brochures are distributed. NNEP conducts an aggressive marketing campaign to attract new buyers.

### **Did you know...**

NNEP market research has determined that summer is *an ideal time* for a commercial embroidery event! The third and fourth quarters are the busiest seasons for embroiderers. **Embroidery Mart will be their best chance to see all your current styles, colors and products as they enter their peak selling season.** Send your customers home with fresh catalogs and a fresh view of all that you have to offer. **If the buyers know about your products and services, they can and will use them and/or sell them to their customers.**

# Embroidery Mart

EMBROIDERY MART EAST  
 JULY 24-25, 2009  
 NASHVILLE CONVENTION CENTER  
 CENTER & WEST HALLS



= Booth space is SOLD as of 9/1/2008

The National Network of Embroidery Professionals is uniquely qualified to present the Embroidery Mart. We hear from our 1,600+ members on a daily basis. We hear what they need, and what they want to see and do at this industry event. We established the Embroidery Mart to bring the embroidery and apparel decoration business owners together with industry suppliers.

We hear from our exhibitors that "the NNEP shows are the best in the industry." Exhibitors know that they can reach us with questions, that we ask for and listen to suggestions to improve our events, and that we are always available during our events to provide assistance.

In fact, here is what one exhibitor has to say about NNEP events:

"What I love about the NNEP is the feeling of a family run event. It doesn't have the cold "nothing but business" feeling I have experienced with some shows. The group that conducts the NNEP goes above and beyond to make sure every vendor is treated equal and the emphasis is placed on doing what is best for the members or attendees. I only wish there were more shows like the NNEP!" Rick Brooks, RNK Distributing

### **Booth Costs**

Booth spaces cost \$1650 per 10' x 10' space. There are *NO additional fees* for aisle locations, peninsulas and islands. Carpet is required in all booths. **Booth Assignments** will be made on a first come, first serve basis upon payment in full. See the floor plan on page 2 to pick your location now!

**The registration deadline for inclusion in the first round of Mart marketing materials is February 10, 2009.** The Exhibitors Contract is provided at the end of this document.

### **Sponsorship Opportunities**

Marketing on the Mart floor works. Maximize your presence with these very visible promotions. Claim your sponsorship opportunity early, as they will be awarded on a first come, first serve basis. Sponsors will receive maximum exposure in the pre-event marketing materials, the Mart Book and signage at the Mart where appropriate.

- **Event Sponsor: \$10,000** Your company name and logo will be listed as an event sponsor on all marketing materials for the Mart. Napkins will be imprinted with your company name and logo and used in the dining area of the exhibit hall. Signs listing your company name and logo will be placed on each table in the dining area of the exhibit hall. A two-sided (3' x 8') freestanding signboard will be placed in a highly visible area of the Mart. Your company name will be added to Mart signage where appropriate.
- **Buyer Bags: \$3,700** Be the first to put your company name, logo and booth number in the hands of the buyers with buyer bags that will be distributed on the Mart floor. Buyer bags put your message in the buyers' hands and your company will remain highly visible throughout the entire Mart. Buyer Bags will also feature the Mart logo.

### **Exhibitor Agreement**

Each exhibitor must complete, execute and return a copy of the enclosed Exhibitor's Contract.

### **Payment Policy**

50% Deposit is required with the Exhibitor's Contract. Final booth assignment will be made when full payment is received.

### **Online Marketing**

When you reserve your booth space, your company name will be part of the Mart website ([www.EmbroideryMart.com](http://www.EmbroideryMart.com)), including a hypertext link to your site if applicable. The only catch for the active link is that there be a reciprocal link on your site bringing folks to the Embroidery Mart site.

The NNEP will execute an aggressive web-based marketing plan in coordination with direct mail and telemarketing for the Mart.

## Advertising Opportunities

Advertise in the Mart Book. These full color trade show directories will be kept and referred to again and again by the buyers. Advertising Reservations and Payment deadline: April 30, 2009. Artwork deadline: May 15, 2009. (Use the Form on Page 6.)

| <u>Ad Rates:</u> | <u>Color Ads</u> | <u>Black and White Ads</u> |
|------------------|------------------|----------------------------|
| Full Page        | \$1050           | \$700                      |
| Half Page        | \$ 700           | \$475                      |

Company Logo (in color) in Mart - EAST Book next to your listing \$125

## Education Opportunity

We are offering you, as an industry supplier, the opportunity to provide educational workshops and product demonstrations to the buyers in a classroom environment. The education can be in the form of an in-depth product demonstration, a "hands-on" workshop using your products, a formal "lecture" format on pricing, marketing, or other business subjects, or a combination of product demo and lecture. These workshops will be available to all buyers for free and will be marketed in the pre-event materials. Each classroom seats 80-100 buyers and is near the exhibit hall. There are 12 classroom time slots available, 90 minutes each. Time will be provided before and after each session for preparation and tear down. The presenter's name and a workshop outline must be provided by Feb. 2, 2009 to be included in the buyer marketing materials.

The cost for each time slot is \$390 plus any audiovisual equipment costs (NNEP provides screen, mic, and an AV cart with power). NNEP will provide signage and will market the workshops online, in the promotional materials and in the Mart book. Use Exhibitor's Additional Opportunities Form on page 6 - reserve your Workshop(s)!

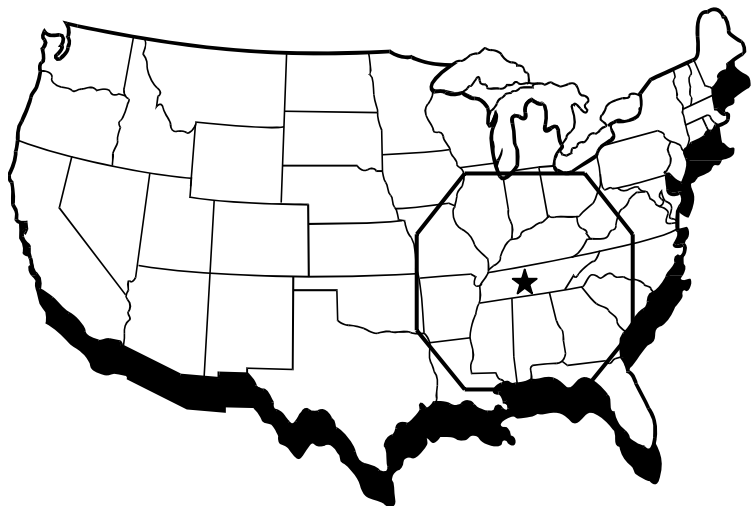
## Trade Show Decorator

NNEP will use Freeman Decorating to set up the event floor of the Mart. You will receive your exhibitor workbook about 6 weeks before the event. Many details can be handled by online or by email before the event.

**Why Nashville?** Nashville is a *prime location* for a national event. It is conveniently located – 50% of the entire population of the US lives within 600 miles of Nashville. No other national show is serving this particular market, or a market this large within such easy driving distance! Nashville offers much to see and do, for embroiderers and for their entire families, from the music industry to riverboat cruises, Springhouse Golf Club, the Wildhorse Saloon, "honky tonk row," historical sites such as Belle Meade Plantation, and many other attractions.

## Getting To the Mart

|                  |                                  |
|------------------|----------------------------------|
| From Atlanta     | 243 miles, 4 hours, 14 minutes   |
| From Chicago     | 466 miles, 8 hours, 12 minutes   |
| From Cincinnati  | 275 miles, 4 hours, 52 minutes   |
| From Denver      | 1172 miles, 20 hours, 50 minutes |
| From Little Rock | 348 miles, 6 hours, 8 minutes    |
| From Los Angeles | 2006 miles, 35 hours, 47 minutes |
| From Louisville  | 173 miles, 3 hours               |
| From New York    | 877 miles, 15 hours, 34 minutes  |
| From Pittsburgh  | 569 miles, 10 hours              |
| From St. Louis   | 305 miles, 5 hours, 23 minutes   |



**EXHIBITOR'S ADDITIONAL OPPORTUNITIES FORM**  
**EMBROIDERY MART, JULY 24-25, 2009, NASHVILLE**

***Sponsorship Opportunities***

\_\_\_\_\_ Event Sponsorship x \$10,000 ..... = \$ \_\_\_\_\_  
\_\_\_\_\_ Buyer Bags x \$3,700 ..... = \$ \_\_\_\_\_

***Advertising Opportunities***

\_\_\_\_\_ Full Page Color Ad x \$1,050 ..... = \$ \_\_\_\_\_  
\_\_\_\_\_ Half Page Color Ad x \$700 ..... = \$ \_\_\_\_\_  
\_\_\_\_\_ Full Page B & W Ad x \$700 ..... = \$ \_\_\_\_\_  
\_\_\_\_\_ Half Page B & W Ad x \$475 ..... = \$ \_\_\_\_\_  
\_\_\_\_\_ Company Logo in Mart Book \$125 ..... = \$ \_\_\_\_\_

***Educational Opportunities***

\_\_\_\_\_ Classroom for 90 Minute Time Slot x \$390. .... = \$ \_\_\_\_\_  
\_\_\_ Friday, July 24 from 9-10:30 AM (only 1 left as of 9/4/08)  
\_\_\_ Friday, July 24 from 12:30-2 PM (only 2 left as of 9/4/08)  
\_\_\_ Saturday, July 25 from 10-11:30 AM (only 1 left as of 9/4/08)  
\_\_\_ Saturday, July 25 from 12:30-2 PM (only 3 left as of 9/4/08)

**TOTAL AMOUNT ENCLOSED** ..... = \$ \_\_\_\_\_

Company \_\_\_\_\_  
Contact \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_  
Email address \_\_\_\_\_

**METHOD OF PAYMENT:** Check # \_\_\_\_\_ Visa \_\_\_ MC \_\_\_ AmEx \_\_\_ Amount \$ \_\_\_\_\_

Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Signature \_\_\_\_\_ Vcode \_\_\_\_\_

**Sponsorships: due Jan. 8, 2009 for maximum exposure.**

Advertising Deadlines – see information in appropriate section. Companies not current with payment schedule will be cancelled. Companies not current with payment will not be included in pre-event promotions or listed in the official Embroidery Mart Book.

**Make checks payable to: NNEP.**

Please send form and payment to:

NNEP – Mart, 4693 Kent Road, Kent, OH, 44240, USA  
Phone (330) 678-4887; Fax (330) 678-8988

**EXHIBITOR'S CONTRACT**  
**Embroidery Mart**  
**July 24-25, 2009**  
**Nashville Convention Center,**  
**Nashville, TN**



|                   |        |
|-------------------|--------|
| For NNEP Use Only |        |
| Co:               |        |
| Booth:            |        |
| Elect:            |        |
| Web:              | Email: |
| Copy to Exhr:     |        |

This Agreement is entered into by and between the Embroidery Network Incorporated, an Ohio corporation, whose principal office is located at 4693 Kent Road, Kent, Ohio 44240 dba "National Network of Embroidery Professionals" (hereinafter referred to as "Network") and \_\_\_\_\_, (hereinafter referred to as the "Exhibitor"). Please reserve exhibit space in the Embroidery Mart, to be held, July 24-25, 2009 at the Nashville Convention Center in Nashville, TN. If the desired space is unavailable, the Exhibitor requests that the Network assign what it considers to be the best space available.

**Booth Space Preferences – Booth Number(s):** 1<sup>st</sup> Choice \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_ 4<sup>th</sup> \_\_\_\_\_  
**Assignments will be made on a first come, first serve basis upon receipt of 50% deposit or payment in full for booth space.** (The space assigned to the Exhibitor is hereinafter referred to as the "Exhibition Space".)

Your company is a: \_\_\_ Mfr. \_\_\_ Dist.; Primary products 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_

Please locate exhibit booth **NEAR** the following companies if possible:

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_

Please locate exhibit booth **AT A DISTANCE** from the following companies if possible:

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_

All future correspondence and materials regarding the Embroidery Mart should be addressed as follows:

Company \_\_\_\_\_

Primary Contact \_\_\_\_\_ Secondary Contact \_\_\_\_\_

Email address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Toll Free ( \_\_\_\_\_ ) \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_

**Exhibitor Move-in:** Wed.-Thurs., July 22-23, 9 AM – 6 PM. Booths must be totally set up by 6 PM, Thursday, July 23, 2009.

**Event Dates and Hours:** Friday, July 24, 2009, 10 AM – 5 PM, Saturday, July 25, 2009, 10 AM – 5 PM.

**Exhibitor Move-out:** Exhibitors may begin dismantling their exhibits at 5:01 PM, July 25, 2009. Exhibitors must be completely finished with materials removed no later than 12 noon Sunday, July 26. Crates and packing materials will not be permitted in the aisles before 5:01 PM, Saturday, July 25. Early teardown is prohibited.

**SPACE COST:**

Total Number of 10' x 10' spaces required \_\_\_\_\_ at the rate of \$1650.00 per space = . . . . . \$ \_\_\_\_\_

(Price does not include booth carpet. Carpet is required and must be brought or rented by Exhibitor.)

**Bridging and Carpeting of Aisle:** Bridging the aisle, including aisle carpet and hanging sign or banner, is permitted if the Exhibitor has a minimum of 2 booth spaces on either side of the aisle. You must contact the Network and provide a diagram of the proposed booth layout for written approval.

**METHOD OF PAYMENT:** Check # \_\_\_\_\_ Visa \_\_\_ MC \_\_\_ AmEx \_\_\_\_\_ Amount \$ \_\_\_\_\_

Card # \_\_\_\_\_ VCode \_\_\_\_\_ Exp. Date \_\_\_\_\_

**PAYMENT SCHEDULE:**

Signature \_\_\_\_\_

**Payment is Required for Booth Assignment. Final Deadline to be included in Trade Show Book – May 15, 2009.**

If Exhibitor is not current with payment schedule, exhibitor's reservation will be cancelled. If Exhibitor is not current with payment Exhibitor will not receive the Exhibitor Manual, pre-event promotion or a listing in the official Embroidery Mart Book.

**Make checks payable to:** NNEP – Mart. Please send contract and required payment to: National Network of Embroidery Professionals–Mart, 4693 Kent Road, Kent, OH, 44240, USA. Phone (330) 678-4887; Fax (330) 678-8988

**Contract Acceptance**

This contract shall become binding and effective only when it has been signed below by Exhibitor and executed by the Network. Confirmation of your booth location will be sent following initial space assignment. On or before May 1, 2009, the remaining 50% balance must be paid in full. A reminder invoice will be sent prior to this date. Any company reserving booth space after May 1, 2009 must pay in full. Any payment received within 30 days of the Mart must be certified funds in the form of cashier's check or credit card. The Exhibitor agrees to abide by the Payment Policy published herein and the Rules and Regulations as published in the Exhibitor's Manual. In the event of cancellations after midnight on May 1, 2009, these payments are non-refundable and non-transferable. All cancellations are subject to \$100 processing fee.

X \_\_\_\_\_  
 Confirming signature of exhibiting company representative

\_\_\_\_\_  
 Date

**In consideration of the promises, covenants and agreements set forth herein and other good and valuable consideration, the Network and Exhibitor hereby agree as follows:**

1. **Event/Space/Price.** The Exhibitor hereby reserves the exhibition space (hereinafter referred to as the "Exhibition Space") and agrees to pay the price as set forth hereinabove under the heading "SPACE COST." The Embroidery Mart will be held on July 24 and 25, at the Nashville Convention Center in Nashville, Tennessee (hereinafter referred to as the "Event"). Exhibitor agrees that this reservation shall be subject to and contingent upon Exhibitor's payment of the price in accordance with the PAYMENT SCHEDULE set forth hereinabove.
2. **Indemnification.** Exhibitor agrees to indemnify and hold harmless the Network, its shareholders, directors, officers, employees, agents, representatives and Members from and against any and all liability, judgments, settlements, costs (including reasonable attorney's fees) and expenses incurred by Network in any claim, action, suit or proceeding, due to any act or omission of the Exhibitor or Exhibitor's shareholders, officers, directors, employees or agents related to or arising out of the Exhibitor's occupancy and/or use of the Exhibition Space.
3. **Exhibitor's Obligations re the Exhibition Space.** The Exhibitor shall not drive nails, hooks, tacks or screw into any part of the building, nor put up decorations or adhesives that would deface the premises of the exhibition hall. The Exhibitor agrees that all draperies, curtains, decorations made from textiles or combustible fibers or other flammable materials shall conform to all applicable requirements of government, including any applicable city building code or ordinance.
4. **Booth Guidelines.** Maximum exhibit height is 8' along the back wall. The 8' height may be maintained along the sides of the booth for maximum distance of 4' from the back wall. From this point out, the side drape or panel cannot be higher than 4'. Displays occupying four or more booths in an "island" configuration may not exceed 10' at the center of the display, and may not exceed 4' within 5' from any aisle. All Exhibition Spaces must be covered with carpet. The Network will provide back drape and side rail drape or panel conforming to maximum exhibit height restrictions.
5. **Event Dates and Hours.** Event hours and dates are set forth hereinabove and shall be posted in the Exhibitor's manual. The Network reserves the right to make changes as necessary to hours and dates of the Event. The Exhibitor shall receive notification of any changes. The Exhibitor shall provide adequate personnel to staff their Exhibition Space(s) during Event hours. The Exhibitor shall not dismantle or pack any portion of the exhibit prior to 5:01 PM on Saturday, July 25.
6. **Atmosphere.** The Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones. Sound or music within the Exhibit is permitted, but must be controlled to a reasonable level. The Network may, in Network's sole and absolute discretion, withdraw its consent at any time, if sound is in violation of this rule. All live musical performances and all use of recorded music (such as records, tapes, compact disks or videotapes with either features or background music) must be licensed by the American Society of Composers, Authors & Publishers (ASCAP), or other agency responsible for licensing the music so performed. The Exhibitor shall obtain licenses and pay appropriate fees to such organizations before broadcasting music in conjunction with the Event. Costumed personnel must be appropriately clad and must remain within the Exhibitor's Exhibition Space except when necessarily arriving and leaving the Exhibition Space or exhibit area.
7. **Insurance.** The Exhibitor shall, at no cost to the Network, obtain: 1) liability and property damage insurance from responsible insurance companies authorized to sell insurance, which shall provide minimum limits of liability in the amount of \$1,000,000 (one million dollars) and include the Broad form liability; and 2) Workers Compensation and employer's liability insurance for Exhibitor's employees.
8. **Copyright and Trademark Indemnity.** The Exhibitor warrants and represents that no music, literary, artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used in the performance of this Agreement unless the Exhibitor has previously obtained written permission from the copyright or trademark holder. The Exhibitor acknowledges that Exhibitor is solely responsible for the content of Exhibitor's exhibit, and hereby agrees to indemnify and holds the Network, its shareholders, directors, officers, employees agents and Members harmless from and against any and all costs (including reasonable attorneys' fees), expenses, judgments and settlements amounts incurred that related to or arising from any copyright or trademark claim, cause of action or suit related to or arising from any act or omission of the Exhibitor in the operation, conduct or use of the Exhibition Space.
9. **Sales Taxes.** The Exhibitor assumes full responsibility for collecting the tax identification number or collecting and paying to the appropriate authorities any applicable sales tax due on sales made at the Event.
10. **Labor.** The Exhibitor is responsible to supply labor to properly and safely set and dismantle Exhibitor's Exhibition Space. No labor force is provided by the Network. Exhibitor shall adhere to any and all Union labor rules that are applicable to work performed at the Event.
11. **Advertising.** This Event is considered a cooperative show and the Exhibitor is responsible to help attract attendees. To the extent that such mediums are available, the Exhibitor shall distribute Event literature supplied by the Network by any available means, such as by inserting into customer shipments, mailings or statements, as well as announcing in newsletters, and by providing website links. This participation shall be considered voluntary and no provision will be made for tracking such participation. The Exhibitor shall not be expected to perform any action to this end, which would incur any additional expenses.
12. **Attendance.** The Network shall have sole control over attendee policies at all times.
13. **Sub-Leasing.** The Network shall only contract with one exhibiting company per Exhibition Space. If the Exhibitor wishes to share Exhibitor's space, the Exhibitor must first obtain written permission from the Network, which permission may be withheld by the Network at its sole discretion.
14. **Security.** The Exhibitor shall be solely liable and responsible for Exhibitor's property maintained at the Exhibition Space. The Exhibitor shall maintain adequate loss and theft insurance to cover all such property. The Exhibitor further agrees that neither the Network, nor its shareholders, directors, employees, agents or representatives shall be responsible or liable for any loss or theft of Exhibitor's property.
15. **Fire and Safety laws.** Federal, State, local government and City Laws must be strictly observed. All decorations must be flameproof. The Exhibitor shall comply with fire department and underwriters' rules. Smoking in the Exhibit Space is prohibited. The Exhibitor shall not block aisles or fire exits. The Exhibitor shall not store flammable materials in or behind the Exhibition Space or elsewhere in the exhibit hall.
16. **Aisles and Common Areas.** The aisles and passageways shall be considered the property of Network. The Exhibitor shall not place or cause to be placed any signs, decorations, banners advertising materials or other property or obstruction in any area outside the Exhibition Space without written permission from the Network, which permission may be withheld at the sole discretion of the Network.
17. **Exhibition Space Assignments.** The Network reserves the right to assign all exhibition space for all the overall good of the Event.
18. **Acts of God, Fire, Strikes, Etc.** In the event that any outside cause, such as war, act of terrorism, fire, strike or other emergency or Act of God disrupts the Event or prevents the Event from being held, the Network's performance obligations shall immediately terminate and the Network shall be deemed to be released from its performance obligations under this Agreement, and the Network shall have no liability to the Exhibitor for any such nonperformance of Network's obligations under the Agreement.
19. **Exhibitor Admission.** The Exhibitor agrees that Exhibitor's right to be admitted to the Event and Exhibitor's right to remain from day to day at the Event is contingent upon Exhibitor's continuing strict compliance with the provisions of this Agreement. The Exhibitor agrees that the Network shall have the absolute right, at Network's sole discretion, to reject, eject or prohibit any exhibit in whole or in part, or the Exhibitor or any of Exhibitor's representatives, with or without cause. If any such rejection, ejection or prohibition occurs without cause, the Network's liability the Exhibitor shall not exceed the return to the Exhibitor of the amount of the Space Cost unearned at the time of such rejection, ejection or prohibition. If the Exhibitor or any of the Exhibitor's representatives is ejected for violation of the provisions of this Agreement or for any other stated good cause, the Network is not obligated to return any of the Space Cost.
20. This agreement is entered into in the State of Ohio. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Any action arising under this Agreement shall be brought in a court of competent jurisdiction in the County of Summit in the State of Ohio.
21. This Agreement shall be binding upon and inure to the benefit of the Network, its successors and assigns and shall be binding upon the Exhibitor, its heirs, legatees, executors, administrators, agents, legal representatives, successors and assigns. The Exhibitor may not assign its rights under this Agreement without the prior written approval of the Network, which approval may be withheld at the sole discretion of the Network.
22. This Agreement and the exhibits, if any, attached hereto set forth all of the covenants, promises, agreements, conditions, and understandings between the parties hereto concerning the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings hereto made, either oral or written, between the parties hereto, other than as herein set forth. This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior understandings, both oral and written, between the parties hereto with respect to the subject matter hereof, and may not be amended, waived, changed, modified, extended or discharged orally, *except only* in writing, signed by each party hereto. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.