

EXHIBIT SPACE SUBCONTRACTOR AGREEMENT

This Agreement, entered this ____ day of _____, 2006, by and between the University at Buffalo Dental Alumni Association, with offices at 337 Squire Hall, Buffalo, NY 14214-8006, hereinafter called "Sponsor" and _____, hereinafter called "Exhibitor".

WITNESSETH:

IN CONSIDERATION of the fees and covenants hereinafter expressed, the Sponsor hereby grants to the Exhibitor, and the Exhibitor hereby accepts, pursuant to the conditions hereinafter expressed, the right, privilege and permission to utilize the portion or portions of the Buffalo Convention Center exhibit space licensed to the Sponsor by the Buffalo Convention Center Management Corporation for the 29th Annual Buffalo Niagara Dental Meeting (Meeting) and described in the attached Configuration of Available Booths, by circling, or otherwise indicating, such locations on the Configuration, or describing it in the appropriate place set forth for such purpose in the Exhibit Space Application/Configuration, attached and made part of this Agreement as Schedule A.

1. Purpose. Exhibitor shall use contracted exhibit space for the sole and exclusive purpose of exhibiting and demonstrating products to participants of the Meeting, under the terms of this Agreement and its attachments. Each Exhibitor is requested to make three booth selections in order of preference on the Exhibit Space Application. All assignments of space will be made by Sponsor's Commercial Exhibits Committee, and are subject to change at Sponsor's sole discretion.

2. Dates of Use. Use of the contracted exhibit space shall be as follows: Exhibit installation may take place Wednesday, October 25, 2006, from 9:00 AM-5:00 PM, and on Thursday, October 26, 2006, from 7:00-8:00 AM (only by previous arrangement with the Commercial Exhibits Committee). Exhibitors must have their stands and exhibits in complete and proper shape by 8:00 AM, October 26, 2006. Exhibit times are from 5:30-8:00 PM, Wednesday, October 25, 2006; 8:00 AM-5:00 PM, Thursday, October 26, 2006; and 8:00 AM-2:00 PM, Friday, October 27, 2006, and move-out must be completed by 5:00 PM, Friday, October 27, 2006.

3. Terms of Payment. Exhibitor's fee for contracted exhibit space privileges shall be determined as follows:

<u>Booth Location</u>	<u>Fee</u>	<u>Early Payment Discounted Fee</u> (Paid in full by 8/1/06)
Booth with A suffix	\$2950	\$2550
Booth with B suffix	\$1950	\$1650
Booth with C suffix	\$1200	\$ 950
All remaining	\$ 975	\$ 850

Exhibitor agrees to pay Sponsor a minimum deposit of one-half the total booth cost in cash, certified check or money order, payable to the UB Dental Alumni Association, which must accompany the application. The entire balance is due no later than September 1, 2006, or with the application, if submitted after that date. Exhibitor signing this Agreement shall be solely responsible for the total booth cost.

Space not fully paid by September 1, 2006 may be forfeited and the Chairman of the Commercial Exhibits Committee will have the right to dispose of exhibit privileges and space without liability of any kind on his/her part. No refunds will be made on spaces cancelled after September 1, 2006. Failure to appear at the event does not release the exhibitor from responsibility for payment of the full cost of the space rented. The Commercial Exhibits Committee, in its sole discretion, may offer the exhibitor who either cancels after September 1, 2006, or fails to appear, an exhibit booth charge of one-half the usual amount for the next year's meeting, if the exhibitor shall decide to attend. No exhibits will be allowed in the exhibition room until all payments have been made and all terms of the contract fulfilled. Booths may not be occupied or set up before final payment is received.

4. Character, Dimensions and Limitations of Exhibits. Each booth contains approximately 10' deep by 10' wide of exhibit space at the Buffalo Convention Center, as indicated on the attached Configuration of Available Booths. An 8' high background drape, a 32" high side drape, one undraped table, and a 2-line ID sign are furnished. Additional furniture, carpeting, electrical service, etc., are available through the exposition service contractor. All curtains, flags, decorative material, etc., must conform to the requirements of the Fire Department and Board of Insurance Underwriters of Buffalo, New York.

Exhibits must be constructed so as not to obstruct the general view of the view of adjoining booths. Permission to display equipment taller than 8' must be obtained in writing from the Commercial Exhibits Committee, and exhibitor will be advised of which booth locations will meet their requirements. In the front half of the booth, no display material shall exceed a height of 4', without special permission. Exhibitors must confine their displays and materials within the dimensions of the booth assigned.

(a) Management has the right to relocate exhibitors to comparable spaces other than those specified by the exhibitor, if deemed advisable and in the best interests of the Meeting. Exhibitors will be notified promptly and given the option to cancel with full refund of all payments made in the event the relocation is unacceptable.

(b) The Commercial Exhibits Committee reserves the right to terminate Exhibitor's rights under this Contract for good cause, which includes, but is not limited to, Sponsor's right to decline, prohibit or close down any exhibit, or part of an exhibit, exhibitor, or proposed exhibit which, in its opinion, is not suitable to, or in keeping with, the character of the exhibition, is misleading or deceptive, and/or does not meet current, accepted ADA exhibiting standards or eligibility requirements. In the event Sponsor terminates this Agreement, as set forth in this section, or where Sponsor's license to use said exhibit space is terminated, then this Agreement shall be terminated. In this event, Sponsor shall refund payments made for the term of this Contract prevented or interrupted, and Exhibitor hereby expressly waives any claim for damages or compensation should this Contract be so terminated.

5. Subcontracting. It is hereby agreed the Exhibitor will not sublet, assign or subcontract any of the space applied for without the consent of the Commercial Exhibits Committee. Non-exhibitors, not directly contracting for exhibit space with Sponsor under this Agreement, may not solicit, demonstrate or exhibit at the meeting in any form, including subletting, leasing, subcontracting, or by mutual agreement basis.

The Commercial Exhibits Committee reserves the right to remove, by security force, if necessary, anyone violating the above stipulation, so as to protect the rights of those exhibitors who have properly registered and paid for such rights.

6. Electrical Service. The exhibit area is equipped to provide 60 cycle AC 115 volt single phase, or single phase 220 volt. Necessary connections will be provided by the exposition service contractor at a cost according to load. This will be billed to the exhibitor. Electrical request forms will be included in the Exhibitors Manual you will receive from the exposition service contractor in July 2006.

7. Care of Building. The Commercial Exhibits Committee will provide security beginning Wednesday morning through the close of the meeting. Exhibitors will be held responsible for any damage done to the building by them or their employees. No nails, tacks or screws shall be driven into the walls, woodwork or floor of the building. No gasoline, kerosene, acetylene, nor other flammable or explosive substances will be permitted in the building. Exhibits in operation must be so protected that dripping of oil on the floor does not occur.

8. Signs and Display Advertisements. The placement of all signs, banners and advertising matter shall be subject to the approval of the Commercial Exhibits Committee, who will cooperate with the exhibitors to secure the best results, and, at the same time, maintain a uniform appearance in the exhibit hall. ALL AISLE SPACE is under control of the Commercial Exhibits Committee and shall not be used for exhibit purposes, demonstrations or solicitation of business.

9. Admission. Badges will be supplied by the Commercial Exhibits Committee, and must be clearly displayed by all exhibitors and their employees, in order to obtain entry to the exhibit booth area.

10. Shipping Instructions. All exhibit material is to be shipped prepaid according to the instructions in the Exhibitors Manual. See Notices, attached and made part of this Agreement, as Schedule B for further details. Exhibitor assumes all responsibility for any goods or materials which may be placed in storage before, during, or after event.

Exhibitor understands that no shipments will be received by the Buffalo Convention Center prior to Tuesday, October 24, 2006.

11. Removal of Goods: No exhibitor will be allowed to remove any portion of their exhibit until the close of the exhibition without the consent of the Commercial Exhibits Committee. The exhibit hall will be available Friday, October 27, 2006, 2:00 PM - 5:00 PM for the removal of crated goods and equipment by the appropriate trucker.

12. Circumstances Beyond Control. In the event of fire, strikes, the elements, or other unavoidable circumstances making the building and exhibit space unfit for use, Sponsor shall refund payments made for the term of this Contract prevented or interrupted, and Exhibitor hereby expressly waives any claim for damages or compensation should this Contract be so terminated.

13. No Liability. Sponsor shall not be held responsible for any damage, theft or disappearance of exhibitor materials. Sponsor shall not be responsible for loss due to fire, acts of God, strikes, lockouts, or work stoppages of any kind. Sponsor shall not be liable whatsoever for any actual, potential, or assumed loss of profits or revenues or for any collateral costs which may result from any loss or damage to any exhibitor materials which may make it impossible or impractical to exhibit same. Sponsor's maximum liability will not, in any case, exceed the payment made to Sponsor by Exhibitor under this Agreement.

14. Indemnification. Exhibitor agrees to indemnify, defend and hold harmless Sponsor, the City of Buffalo and the County of Erie for any damage to the Buffalo Convention Center or its furnishings and fixtures, in any part thereof, due to any act of the Exhibitor, its agents or employees, or by any person attending the Meeting, by reason of the use thereof by Exhibitor.

Exhibitor further agrees to indemnify, defend and hold harmless Sponsor against any and all workers compensation and employer liability claims, and any and all other claims, causes of action, liabilities (including, without limitation, commercial general liability, contractual, products liability, and automobile liability where applicable), damages, losses, fines, penalties, costs and expenses (including attorney fees and costs) on account of personal injury or death or damage to, or loss of, property arising out of or resulting from any act, omission, negligence, fault or violation of law or ordinance or breach of this Agreement by the Exhibitor or its officers, directors, employees, agents, representatives, invitees, contractors, or any person who is responsible for delivering, setting up or dismantling the Exhibitor's booth installations and decorations while and during the time the Exhibitor is occupying and using space in the Buffalo Convention Center, parking area, adjoining streets or premises and for any monies paid in satisfaction of claims or judgments against Sponsor, as a result of such losses, causes of action or claims aforesaid and Exhibitor agrees to defend Sponsor against prosecution of such claims or causes of action on written request of Sponsor, and in any event, it will pay for legal fees and court costs incurred in such defense of Sponsor, with reference to such claims or judgments.

15. Compliance with Laws. Exhibitor will comply with all laws of the United States, State of New York, County of Erie, and all local statutes of the County, ordinances of the City of Buffalo and all rules and regulations established by any authorized agency of, or department of, such entities and by all rules and regulations from time to time adopted or prescribed by the Sponsor, or the government, or management of the Buffalo Convention Center, and Exhibitor will not permit anything to be done in connection with its use of exhibit space, in violation of any such laws, statutes, ordinances, rules and regulations and will require that its agents, employees, or subcontractors comply therewith.

16. Taxes. Exhibitor agrees to pay promptly all taxes, excise or license fees and to obtain and pay for all licenses or permits for use of licensed space as required by federal, state or local laws and ordinances. Exhibitor agrees to provide evidence of same to Sponsor on call. All Exhibitors who take orders or sell goods on a wholesale or retail basis shall appropriately file applicable sales tax, designating sales were made in Erie County, New York, and pay all sales tax in full.

17. Waiver. Waiver or failure of Sponsor to insist upon strict and prompt performance of the covenants and agreements hereunder, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of Sponsor's right thereafter to enforce the same strictly, according to the tenor thereof, in the event of a continuous or subsequent default on the part of Exhibitor.

18. No Discrimination. Exhibitor agrees that neither it nor any of its agents or employees shall discriminate against any employee or participant in the Meeting during the term of this Agreement with respect to its hiring, tenure, terms, conditions or privileges of employment or any matter directly, or indirectly, related to race, color, religion, national origin, age and ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

19. Insurance. Exhibitor shall maintain statutory workers compensation and employer's liability insurance policies covering all persons employed by it while performing work or services at the Meeting and related to this Agreement, disability insurance benefits to the extent required by law and Comprehensive General Liability insurance with limits not less than \$2,000,000, per occurrence combined single limit for bodily injury and property damage, including coverage for personal injury and Excess Umbrella Liability insurance with limits not less than \$2,000,000 per occurrence / \$2,000,000 aggregate. Every required insurance policy shall also contain a waiver of subrogation endorsement and shall provide that Sponsor be given at least thirty days written notice prior to any termination, cancellation or material change in insurance coverage.

20. Attorney's Fees. Should Sponsor institute suit or other action against Exhibitor as a result of Exhibitor's failure to comply with any term of this Agreement, Sponsor shall recover all damages provided by law, all costs and disbursements provided by statute and all costs actually incurred, including reasonable attorney's fees.

21. Binding. All terms and conditions of this written contract shall be binding upon the parties, their heirs or representatives and assigns, and cannot be waived by any oral representation or the promise of any agent or other representative of the parties unless the same be in writing and signed by the duly authorized agent or agents who executed this Agreement. Such written document must be incorporated by specific reference as a part of this Agreement.

22. Sponsor's Discretion. It is solely agreed that any matters not expressly provided for in this Agreement will be at the sole discretion of Sponsor.

23. Headings. The paragraph headings contained in this Agreement are for reference purposes only, and shall not effect, in any way, the meaning or interpretation of this Agreement.

24. Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to the transaction contemplated. Neither the Sponsor nor the Exhibitor have made or make any warranties or representations, express or implied, other than those that have been expressly set forth in this Agreement, and the attached documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, the day and year first above written.

SPONSOR
University at Buffalo Dental Alumni Association

By: _____

EXHIBITOR

By: _____