

INVENTBAY.COM NATIONAL INVENTORS EXPO APPLICATION/BOOTH AGREEMENT

 INVENTBAY October 18 th & 19 th , 2008 Sands Expo & Convention Center Las Vegas, Nevada	Name: _____	Title: _____	
	Company: _____	City: _____	State/Zip: _____
	Address: _____	Email: _____	
	Country: _____	Phone: _____	

<p>Inventor Exhibitor Booth(s)</p> <p>Exhibitor Booth(s):</p> <p>____ 10 x 10 \$485</p> <p>____ 10 x 20 \$970</p> <p>____ 10 x 30 \$1,470</p> <p>____ 10 x _____ TBD</p> <p>Advertisements:</p> <p>____ 4C ¼ Page Ad \$25</p> <p>____ 4C ½ Page Ad \$50</p> <p>____ 4C Full Page Ad \$100</p> <p>*Excludes Front/Back Cover</p> <p>Commercial Industry Exhibitor Booth(s)</p> <p>Exhibitor Booth(s):</p> <p>____ 10 x 10 \$987 4C ¼ pg. Ad. -Expo Directory</p> <p>____ 10 x 20 \$1,974 Name/Location</p> <p>____ 10 x 30 \$2,961 Name/Location</p> <p>____ 10 x _____ (Specify) Price TBD</p> <p>____ Add 1 Inventor Booth Sponsorship: \$1,000</p> <p>____ Total Add'l Inventor Booth Sponsorship(s)</p> <p>____ x \$1,000 = _____</p> <p>Exhibitor Booth(s) Include:</p> <p>Booth Space Draped-Front/Back/Sides</p> <p>Exhibitor Sign, Table, 2 chairs Trash Can Service</p> <p>No charge for Expo Directories Booth Set-Up/Break Down</p> <p>Exhibitor Listing/Location in Expo Directory</p> <p>NOT INCLUDED IN ALL PACKAGES:</p> <p>Booth Water, Electric, Plumbing, Internet Service, Hotel, Meals, Transportation, Large/Heavy Handling Items: all available for an additional charge</p> <p style="text-align: center;">**All Exhibitors and Non-Exhibiting Vendors May Sponsor Inventor Booths**</p>	<p><u>Invention Information:</u></p> <p>Name ** _____</p> <p>Category _____</p> <p>Description _____</p> <p>_____</p> <p><u>Commercial Exhibitor Info.</u></p> <p>Name ** _____</p> <p>Category _____</p> <p>Description _____</p> <p>_____</p> <p style="text-align: center;">** Booth Sign to Read</p> <p><u>Commercial Exhibitor Options</u></p> <p>Advertising Upgrades and Packages</p> <p>____ 4C ½ Page Ad Upgrade: \$100 Addl.</p> <p>____ 4C Full Page Ad Upgrade: \$200 Addl.</p> <p>Other Advertisements:</p> <p>____ 4C 7 ft. x 2 ft Floor Ad Sign: \$400</p> <p>____ 4C 4 ft. x 8 ft. Wall Ad Sign: \$700</p> <p>____ 4C ___ ft. x ___ ft. Wall Banner Sign: \$TBD</p> <p>Payment Info: US FUNDS ONLY</p> <p>Make Checks Payable to: Inventbay Holdings 2700 Post Oak Suite 2375 Houston, Texas 77056</p> <p>Credit Card (circle): Visa MC AMEX Discover PayPal</p> <p>Credit Card No: _____</p> <p>Expiration Date: _____</p> <p>Name on card: _____</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Inventor Booth(s)</td> <td style="text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">Inventor Advertising</td> <td style="text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">Commercial Booth</td> <td style="text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">Booth Sponsorship(s)</td> <td style="text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">____ X \$500</td> <td style="text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">Other Advertising</td> <td style="text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">Deposit</td> <td style="text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">Balance Due</td> <td style="text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">Total</td> <td style="text-align: center;">\$</td> </tr> <tr> <td colspan="2" style="text-align: center;">Register by Mail, Online, Phone</td> </tr> </table>	Inventor Booth(s)	\$	Inventor Advertising	\$	Commercial Booth	\$	Booth Sponsorship(s)	\$	____ X \$500	\$	Other Advertising	\$	Deposit	\$	Balance Due	\$	Total	\$	Register by Mail, Online, Phone	
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Deposit	\$																					
Balance Due	\$																					
Total	\$																					
Register by Mail, Online, Phone																						

<p>Application/License Default Policy:</p> <p>Percentages of Total Application/License Fee(s)</p> <p>Cancel/Withdrawal/Default: 50% before April 18, 2008</p> <p style="padding-left: 100px;">100% after April 18, 2008</p> <p>Downsizing: 50% of Total App./License Fee Differential before 4/18/08</p> <p style="text-align: center;">NO REFUNDS AFTER APRIL 18TH, 2008</p>	<p>To secure booth space, a signed application must be on file with your payment per the above payment options.</p> <p>Paid in Full w/ Application: ____ Yes ____ No</p> <p>Options: 50% of total due with Application</p> <p style="text-align: right;">Total amount due by April 18th, 2008</p> <p style="text-align: center;">NO REFUNDS AFTER APRIL 18TH, 2008</p>
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<p>The person that signs this application and license agreement expressly represents and warrants to Management that he/she is authorized by the Company to execute this application and license agreement. The person also acknowledges that he/she has read and accepted the rules and regulations as set forth on all four pages of this application and license.</p> <p>Name: _____</p> <p>Title: _____ Phone: _____</p> <p>Email: _____ Website: _____</p> <p>Signature: _____ Date: _____</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Expo Management Use Only</th> </tr> <tr> <td style="width: 50%;">Customer #: _____</td> <td style="width: 50%;">Agrees to pay the sum of</td> </tr> <tr> <td>Order Status: _____</td> <td>\$ _____ for booth #</td> </tr> <tr> <td>Booth #: _____</td> <td>_____ of _____ sq. ft.</td> </tr> <tr> <td>Booth Size: _____</td> <td>Expo Date: _____</td> </tr> <tr> <td>Booth Data: _____</td> <td>Date: _____</td> </tr> <tr> <td></td> <td>Deposit: _____</td> </tr> </table>	Expo Management Use Only		Customer #: _____	Agrees to pay the sum of	Order Status: _____	\$ _____ for booth #	Booth #: _____	_____ of _____ sq. ft.	Booth Size: _____	Expo Date: _____	Booth Data: _____	Date: _____		Deposit: _____
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LICENSE AGREEMENT- INVENTBAY EXHIBITION RULES AND REGULATIONS

The company, its employees and agents as described on page one, is herein after referred to as Exhibitor, and Inventbay.com Exhibit, a division of Inventbay Holdings, Inc. (and its officers, agents and employees) is herein after referred to as Management. Exhibitor agrees to prepare an exhibit of its products, as described on page one in accordance with these rules. Exhibitor must have paid in full before Exhibitor will be permitted to install its display. The actual occupancy of the space taken by Exhibitor is of the essence of this License. If Exhibitor does not occupy such space, Management is authorized to occupy such space or to cause such space to be occupied as Management deems in the best interest of Exhibition, without in any way releasing Exhibitor from any liability hereunder. Management reserves the right to relocate Exhibitor to space other than specified on page one. It is further agreed that the conditions, rules and regulations printed on this License or attachments hereto, and in Exhibitor's manual, as any of such may be amended from time to time, are made apart hereof as though fully incorporated herein, and Exhibitor agrees to be bound by such. All payments are non-refundable in the event Exhibitor cancels, withdraws, downsizes, defaults, or is not present for the exhibition. Carefully read the "Cancellation, Withdrawal, Downsizing and Default Policy" to ensure you fully understand your rights and financial obligations. This Policy will be strictly enforced. A non refundable payment in accordance with Payment Schedule is required upon Exhibitor's return to management of this License, in order to reserve a booth.

Cancellation, Withdrawal, Downsizing and Default Policy in the event Exhibitor seeks to cancel this License, Withdraw from the Exhibition, or Downsize its space requirements for the Exhibition, Exhibitor may only do so by giving written notice to Management by certified mail, return receipt requested. The date of cancellation, withdrawal, or downsize in space as applicable shall be the post mark date on the notice.

If Exhibitor cancels, withdraws or downsizes space requirements, Exhibitor agrees to pay on demand to Management, the amounts set forth on page one as applicable, as liquidated damages and not as a penalty and the parties agree that such amounts constitute a reasonable provision for liquidated damages. The term "Percentages of Total Application/License Fee(s)" set forth on page one means, the difference between the original license due from the exhibitor herein under and the license fee calculated on the basis of the smaller booth assigned to the exhibitor. In case of downsizing, in addition to the assessed liquidated damages Exhibitor's booth location on the floor plan of the Exhibition may be moved.

In the event Exhibitor defaults in any of its obligations under this License, in addition to having the right to direct Exhibitor to vacate the Exhibition Hall, Management shall have the right to collect from Exhibitor on demand the full amount of the License fees payable to Management as of the date of default as well as the right to pursue any other remedy afforded it by law.

- 1. Eligible Exhibits.** Exhibits will be limited to those companies or other entities offering materials, products or services of specific interest to registrants. Management reserves the right to determine the eligibility of any product for display. Exhibiting manufacturer's representatives and/or distributors must list its participating principals as the Exhibitors of record. Only the sign of Exhibitor may be placed on the booth or in the printed list of Exhibitors of the Exhibition. No Exhibitors or advertising will be allowed to extend beyond the space allotted to Exhibitor, or above the back and the side rails of such space. Exhibitor agrees that its Exhibits shall be admitted and shall remain from day to day solely by strict compliance with these rules. Management reserves the right to reject, eject or prohibit any exhibit in whole or in part or Exhibitor or any of Exhibitor's representatives upon Management's good faith determination that the same is not in accordance with these rules and regulations.
- 2. Limitation of Liability.** Exhibitor agrees to indemnify and hold harmless management and the sponsor, owner, exhibition hall facility and the city in which this Exhibition is being held, and each of their respective officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs (including without limitation, reasonable legal fees) and the charges of every kind arising out of or resulting from its execution of this License or its occupancy of the space herein contracted for by reason of personal injuries, death, property damages, or any other cause sustained by any persons or others. Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items brought to the exhibition are displayed at Exhibitor's own risk, and should not be safeguarded act all times. Management will provide the services of reputable protective agency during the period of installation, show and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of management to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense only with prior approval by Management. Exhibitor agrees that Management shall not be liable in the event of any errors or omissions in Exhibitor's official Directory listings or in any promotional material. Management makes no representations or warranties with respect to the number of Exhibition attendees or the demographic nature of such attendees.
- 3. Default.** If Exhibitor's booth is not occupied by the time set for completion of installation of displays, such space may be possessed by Management for any purpose it may see fit. If Exhibitor breaches any of its obligations or covenants under this License, including without limitation any Exhibition rule or regulation promulgated pursuant to this License, Management may, without notice terminate this License. In the event of such default, Management may thereupon direct Exhibitor forthwith to remove its employees, agents or servants, and all of its articles of merchandise and other personal property from the space Licensed and from the exhibition hall. Also referred to "Cancellation, Withdrawal, Reduction, Downsizing and Default Policy" of this License for liquidated damages.
- 4. Sub-Licensing/ Booth usage.** Exhibitor shall not sub-license, assign or otherwise permit any person to occupy, Exhibitor's booth, or any part thereof, or use the booth for the Exhibition of anything not specified in this License. Exhibitor may not exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display in which case identification of such articles shall be limited to the regular name plate, imprint or other identification which in standard practice appears normally on them. Exhibitor may not permit non-exhibiting companies' representatives to conduct business in its booth. Exhibits must solely be used for the purpose of promoting Exhibitor's products or services and shall not be used for other business purposes. Rulings of the Management in its sole discretion shall in instances be final with regard to use of any Exhibit space.
- 5. Damage to property.** Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment or to other Exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives or other coating to buildings, columns and floors or to standard booth equipment.
- 6. Union Labor.** Exhibitor shall employ only union labor, as made available by official contractors in the installation and dismantling of its exhibits, and its operation when required by union agreements. An Exhibitor planning to build special displays shall not employ union display companies in their fabrication, carpentry, and electrical work in such displays which must bear A.F.L.-C.I.O. union labels.
- 7. Special Services.** Electricity, gas, water and other utilities, as well as other special services needed by individual exhibitors are provided only when the Exhibitor orders and agrees to pay for them especially from the persons authorized to supply such services in conformity with city, insurance and other requirements.

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8. **Booth Representatives.** Booth representatives shall be restricted to Exhibitor's employees and their authorized representatives. Booth representatives shall at all times badge identification furnished by Management. Management may at any time limit the number of booth representatives. All booths must be staffed by Exhibitor during all hours the show is open.
9. **Electrical Safety.** All wiring on displays or display fixtures must conform to the applicable standards established by various Governmental agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition.
10. **Safety and Fire Laws.** All applicable fire and safety laws and regulations must be strictly observed by Exhibitor. Cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters' Rules. Smoking in exhibits is forbidden. Crowding will be restricted and aisles and fire exits must not be blocked by Exhibits. No decorations of paper, pine, boughs, leafy decorations or tree branches are allowed. Acetate and most rayon grapes are not flameproof and may be prohibited. No storage behind exhibits is provided or permitted.
11. **Performance of Music.** Exhibitor acknowledges that any live or recorded performances of music by or on behalf of Exhibitor at the exhibition must be licensed from the appropriate copyright owner or its agent. Exhibitor warrants to Management that it will take full responsibility for obtaining any necessary Licenses to play or perform such music and agrees to defend, indemnify and hold harmless Management from any damages or expenses incurred by Management due to Exhibitor's use or authorization of use of such music.
12. **Lotteries/Contest.** The operation of games of chance, or lottery devices or the actual or simulated pursuits of any recreational pastime is permitted only to the extent permitted by applicable law and upon prior written approval from Management.
13. **Personnel and attire.** Management reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interests of other Exhibitors and the exhibition. Exhibitor expressly agrees that it will not, nor will its employees or representatives conduct official Exhibitor functions in private rooms during business hours of the exhibition.
14. **Decoration.** Management shall have full discretion and authority in the placement, arrangement and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth and no liability shall attach to Management for costs that Exhibitor may incur thereby. An Exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished so as not to be unsightly to Exhibitors in adjoining booths (no logos, no graphics). If such surfaces remain unfinished at 3:00 p.m. of the day before the opening day of the exhibition, Management shall authorize the official decorator to effect the necessary finishing, and Exhibitor must pay all charges involved thereby. In addition, if Exhibitor has not started setting up any of its displays by 3:00 p.m. of the day before the opening day of the exhibition, Management reserves the right to have such displays installed at Exhibitor's expense. All exhibits shall be ready by the opening hour of the exhibition. Management will not allow any noise or moving of exhibits after this time. No exhibit may be built or erected to exceed the height limitations as set forth in Exhibitors' Manual. Any Exhibitor whose booth exceeds the height limitation will be required at its own expense to alter the display in order to conform to those regulations.
15. **Obstructions of Aisles and Booths.** Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by Management.
16. **Termination of Exhibition.** In the event that the premises in which the exhibition is or is to be conducted shall become, in the sole discretion of Management, unfit for occupancy, or in the event the holding of the exhibition or the performance of Management under the License of which these rules and regulations are a part, are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management, this License and/or the exhibition (or any part thereof) may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. If Management terminates this License and/or the exhibition (or any part thereof) as aforesaid, then Management may retain such part of Exhibitor's License fees and shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of Management" shall include, but not be limited to: fire; casualty; flood; epidemic; earth quake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; set of public enemy; riot or civil disturbance; strike; lockout; boycott; or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, State or Federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God.
17. **Resolutions of Disputes.** In the event of a dispute or disagreement between Exhibitor and an official contractor, or between Exhibitor and a Labor Union or Labor Union Representative, or between two or more exhibitors, all interpretations of the rules governing the exhibition, actions, or decisions concerning this dispute or disagreement by Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.
18. **Receipt of Goods and Exhibits.** All arriving goods and exhibits will be received at receiving areas designated by Management. All incoming goods and exhibits must be plainly marked and all charges prepaid.
19. **Care and Removal of Exhibits.** Management will maintain the cleanliness of all aisles. Exhibitor must, at its own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the exhibition can result in a refusal by Management to accept or process exhibit space applications for subsequent exhibitions. Exhibits must be removed from the building by the time specified in the Exhibitors' Manual. In the event Exhibitor fails to remove its exhibit in the allotted time, Management reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of Management's choosing or to place the exhibit in a storage warehouse subject to Exhibitor's disposition or to make such other disposition of the exhibit as it may deem desirable without any liability to Management.
20. **Photography.** The photographic rights for the exhibition are reserved to Management and photography in the exhibition required by Exhibitors can be carried at moderate charges by the Official Photographers (as designated by Management) if desired. Exhibitors wishing to make their own arrangement for the photographing of their exhibits must apply to Management, whose permission shall not be unreasonably withheld.
21. **Insurance.** Exhibitor is advised to see that its regular company insurance includes extraterritorial coverage, and that it has own theft, public liability and property damage insurance.
22. **Losses.** Management shall bear no responsibility for damage to Exhibitor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If its exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost. Exhibitor is advised to ensure against these risks.
23. **Amendment to Rules.** Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. The Management shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations.

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24. License Acceptance. Deposit of your check does not constitute acceptance of this License. This License shall not be binding unless accepted by Management.
25. This License is not assignable by Exhibitor. Any attempted assignment of this License shall be null and void and shall constitute a breach, resulting in cancellation.
26. Interest and Cancellation Fees: Exhibitor agrees to pay interest at a rate of 1% per month (12% per annum), or the maximum allowable by law, on all past due balances to Management. Exhibitor further agrees to pay any collection costs, including but not limited to, court costs, collection fees and attorney's fees.
27. Integration of License: This License contains the entire agreement between Management and Exhibitor. It may not be orally modified. Only an agreement in writing signed by a duly authorized representative of the party against whom enforcement of any waiver or modification is sought will be enforceable.
28. Forum Selection Clause: This agreement is deemed to be entered into in the State of Connecticut and governed by the laws of State of Connecticut. Exhibitor consents to the jurisdiction of the Courts of the State of Connecticut for the resolution of any and all disputes and claims arising out of this License. Management, however shall not be obligated to enforce its rights in the State of Connecticut, and instead, may enforce its rights in any other proper jurisdiction. Exhibitor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the State of Connecticut.
29. Hotel Suits. Operation of hotel suits for sales or entertainment purposes is strictly prohibited during the open hours of exhibition.
30. Sound Level. Mechanical or electrical devices which produce sound must be operated so as not to disturb other Exhibitors. Management Reserves the right to determine the placement and acceptable sound level of all such devices.
31. Offset. Management shall have the right to set off against any amount which may be due to Management from Exhibitor, pursuant to this License or otherwise in connection with the Exhibition, any amounts owed to Management or its affiliates by Exhibitor or its affiliates for any reason. In addition, Management shall have the right to apply any amounts received from Exhibitor under this agreement to any other amounts due to Management from Exhibitor or its affiliates.
32. Exhibitor Conduct. Retail sales and physical challenges of products or merchandise on Show property are absolutely prohibited during the course of the Show, or at the close of the Show. Violation of this rule will result in the closure of your exhibit. Further, no products may be removed from the Show floor until after 4:00 p.m. on the last day of the Show. At that time only Exhibitor personnel with a Merchandise Pass will be allowed to remove product from the Show floor. Exhibitor Merchandise Passes will only be given to Exhibitors providing matching photo I.D./ Exhibitor Badge; further more, Merchandise Passes are not transferable. Exhibiting Companies in violation of this policy will be assessed a fine of \$2,000 per occurrence, and may lose priority in assignment of exhibit space based on past participation in the Show. Subject to the foregoing, the distribution of samples, souvenirs, publications, etc., or other sales or sales promotion activities must be conducted by Exhibitor only from within its booth. The distribution of any articles that interferes with the activities of, or obstructs access to, neighboring booths or that obstructs aisles, is prohibited. No article containing any product other than the product or materials made or processed or used by Exhibitor in its product or service may be distributed except by written permission of Management. In no event shall Exhibitor use its booth to promote any other exhibition or conference. However, consumer (public) shows will not be subjected to this restriction. The Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other Exhibitors and visitors. Any practice resulting in complaints from any other Exhibitor or visitor which, in the opinion of Management, interferes with the right of others or exposes them to annoyance or danger, may in its sole discretion be prohibited by Management.
33. No Exhibitor Product must be removed from the Show Floor until 4:00 p.m. on the last day of the show. At that time only Exhibitor personnel with a Merchandise Pass will be allowed to remove product from the show floor. Exhibiting companies in violation of this policy will be assessed a fine of \$2000 per occurrence, and may lose priority in assignment of exhibit space.
34. Official Show Directory Advertising. All advertisements with signed insertion orders are non-cancellable and non-refundable. In the event of cancellation advertiser is still responsible for full payment. Show Management reserves right to reallocate such advertising space at their discretion.
35. Management shall, at its sole discretion, be entitled to change the dates and/or the venue for the Exhibition upon written notice to the Exhibitor. Management shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such changes in the Exhibition schedule or location. Additionally Management reserves the right to relocate Exhibitor to a space within the Exhibition facility other than the space specified on page one. Management shall be entitled to retain any portion of Exhibitor's License fees paid to date and said amount shall be applied to the Exhibition as though no change in the dates or venue had occurred. Any remaining payments from Exhibitors shall be due in accordance with the agreed upon payment schedule for the Exhibition. In the event that Exhibitor should cancel participation, due to a change in date, venue or space assignment by RX, Exhibitor would be subject to liquidated damages as set forth above.