

VENDOR AGREEMENT

Terms and Conditions Exhibit Space, Exhibitors, and Attendees

_____ (hereinafter "Exhibitor") agrees to lease from Extreme Specialties, dba All Pets Expo. (hereinafter "ES") exhibit space or spaces as indicated on Vendor Agreement, and as approved by ES. It is understood that ES will make every effort to assign the exhibit space or spaces as requested, but Exhibitor grants ES the right to make final assignment of exhibit space or spaces and to alter locations, at the sole discretion of ES.

Exhibitor acknowledges that they are not contracting for a specific booth or booths, but rather for the right to participate in the All Pets Expo as an Exhibitor. Exhibitor understands that exhibit space or spaces are held on a tentative basis until receipt of signed Agreement and payment in full. Assigning, subletting, subdividing or sharing of Exhibit space or spaces is prohibited. ES makes no representations or warranties with respect to the demographic nature and/or number of Exhibitors or attendees. Further, Exhibitor acknowledges that ES has no control over prices charged for any product or products by other Exhibitors or over the number of Exhibitors selling the same, similar or competitive products. In any event, any part of the exhibition facility is destroyed or damaged so as to prevent ES for permitting an Exhibitor to occupy assigned space during any part of the Show or the full Show, or in the event occupation of assigned space is prevented by strikes, acts of God, national emergency, or other cause beyond the control of ES, Exhibitor will be charged for space during the period it was or could have been occupied by Exhibitor, and Exhibitor hereby waives any claim against ES, its directors, officers, agents, suppliers or employees for losses or damages which may arise in consequence of such inability to occupy assigned space or participate at the Show.

Use of Space

No selling of dogs or cats is allowed. Distribution of advertising material and Exhibitor solicitation of any sort shall be restricted to the Exhibitor's booth or booths. Exhibitor's exhibit or product may not extend beyond the limits of the Exhibitor's booth or booths and part of any exhibit or product may not extend into any aisle. Exhibitor shall not arrange its exhibit to obscure or prejudice adjacent Exhibitors in the opinion of ES. Exhibitor will keep their exhibit open and staffed at all times during show hours. Exhibitor will not remove product from their booth or booths prior to 5:00 p.m. on Sunday. Without limiting the preceding, ES further reserves the right to modify or rearrange an Exhibit in any way it deems appropriate. Failure to comply with the rules and regulations of this Agreement will result in the alteration or removal of the booth at the Exhibitor's expense. Rental fees for services and exhibit space or spaces are not refundable. ES reserves the right to decline, prohibit or expel and exhibit or exhibits which, in its judgment, is out of keeping with the character of the exhibition, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc.

Payment

Exhibitor agrees to pay all appropriate exhibit space rental fees according to the payment schedule left below. Exhibitor is responsible for any bank fees. No Exhibitor will be permitted to retain a booth space, participate, or move-in a display of products without prior or full payment. If the exhibit space rental fee is not paid according to the schedule, ES reserves the right to cancel Exhibitor's Agreement and reassign exhibit space or spaces. The Exhibitor agrees that upon acceptance of this Agreement by ES with or without appropriate or timely payment of any and all fees, this Agreement shall become binding and enforceable in accordance with its terms. Payment Schedule: a 100% balance is due with the submission of Agreement, by March 13, 2012. If Agreement is submitted 30 days or less from any event, total payment is due with the Exhibit Space Agreement. Discount is received only if payment is received in full by March 1, 2012.

Cancellation

Any request for cancellation of exhibit space or spaces must be submitted in writing. Notwithstanding the foregoing, all payments for exhibit space or spaces are non-refundable. ES will cancel an Exhibitor's exhibit space and bar Exhibitor from participation if (a) payments are not made according to the payment schedule listed above, (b) Exhibitor fails to occupy the assigned space or spaces by noon on the day of the show's opening, and/or (c) Exhibitor fails to comply with this Agreement for Exhibit Space or Spaces and the Rules and Regulations. ES reserves the right to amend the Rules and Regulations from time to time.

Defaults

Without limiting any other rights or remedies, if the Exhibitor fails to pay any of the installments outlines in the Payments Section (listed above), or otherwise fails to comply with the terms of this Agreement, ES shall be entitled to the following: (a) any exhibition fees paid shall be retained by ES as liquidated damages, and (b) any outstanding payments as outlined in the Payment Section (above) are due and payable in consideration for ES having reserved space and provided services to the Exhibitor until the date the Exhibitor is canceled. Both the Exhibitor and ES acknowledge that ES will sustain substantial losses if the Exhibitor cancels, downsizes or defaults on its participation. Even though ES will exercise its best efforts to provide the canceled, defaulted, or unused space or spaces and its service to others, ES and the Exhibitor agree that ES will nevertheless incur substantial losses that cannot be previously determined. Due to the difficulty of determining and detailing said losses, the Exhibitor agrees to pay the preceding as liquidated damages (and not as a penalty) if the Exhibitor cancels, downsizes, or defaults in its participation. All cancellation/downsizing/default fee or fees and the retention of Exhibitor payment or payments pursuant to this Agreement are acknowledged by Exhibitor to be fully earned and to constitute liquidated damages (and not a penalty) due in consideration for expenses incurred by ES and in consideration for ES having reserved space or spaces and provided services to the Exhibitor until the date of cancellation, downsizing or default, thereby losing or deferring the opportunity to provide exhibit space or spaces and its service to others. ES shall also be entitled to any and all actual and consequential damages it incurs as a result of Exhibitor's breach.

Attorney's Fee, Interest and Collection Fees

If Exhibitor does not meet all financial obligations when due or otherwise fails to comply with the terms of this Agreement, Exhibitor shall be responsible for all damages (both actual and consequential), all outstanding debts, interest at one and one-half percent (1.5%) per month, and any fees (including attorney's fees and/or collection fees) that ES incurs. There will be a \$35.00 charge for all returned checks. If the interest amount, attorney's fees and/or collection fees, and returned check fees exceed the limits allowed by applicable law, then the maximum interest and such fees as allowed by such laws shall be paid to ES by the Exhibitor. In the event of any dispute between ES and Exhibitor regarding this Agreement, and/or any claim, suit or demand relating to or concerning in any way the Exhibitor's attendance or participation at the show, ES will be entitled to receive from Exhibitor, in addition to all other remedies, the actual attorney's fees ES incurs in the event ES is the prevailing party.

Additional Expenditures

Exhibitor understands and agrees that all expenses for shipping and handling of equipment and display material into and out of the exhibit hall, for constructing, decorating and dismantling the display, and all other costs incidental to the operation of the exhibit are not part of the exhibit space or spaces rental fee and are the responsibility of Exhibitor. Any disputes that may arise between Exhibitor and any third party contractors are the sole responsibility of these parties and are to be settled between them.

Insurance

Exhibitor must have a commercial general liability policy of not less than \$1,000,000.00 naming ES as an additional insured. Exhibitor agrees to carry adequate personal and property damage liability insurance and workers' compensation insurance. To the extent Exhibitor brings or has any animals at the event, Exhibitor agrees to procure insurance of not less than \$1,000,000.00 that covers any injury, including injury to persons resulting from the animals. Certificates of insurance must be furnished to ES when exhibitor turns in the final Application and must be available on-site during the event. Failure by ES to request proof of insurance shall not relieve the Exhibitor from carrying proper coverage. Exhibitor understands that ES does not maintain insurance covering Exhibitor's property or person and it is the sole responsibility of Exhibitor to obtain such insurance.

Liability, Representations, Indemnifications and Release

Neither ES, its officers, directors, employees, or agents, nor the exhibition facility, nor the legal entities that own, lease or operate the facility ("Exhibit Facility Owners"), nor their members, officers, directors, or employees, will be responsible or liable for (a) injury to Exhibitor, its employees or agents, any person or persons associated with Exhibitor, and/or (b) loss or damage to any of Exhibitor's property while in transit to or from the exhibition facility or while in the exhibition facility. Once at the exhibition facility, Exhibitor is solely responsible for the protection of its Exhibitors, its employees, and its property against robbery, burglary, theft or damage by fire or any other cause. Exhibitor agrees to indemnify and hold harmless ES and the Exhibit Facility Owners, and their contractors, officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees resulting from, related to, or connected in any way to the Exhibitor, the occupancy of the exhibit space, and/or Exhibitor's attendance or participation at the Show, by reason of personal injuries, death or property damages sustained by any person. Exhibitor also assumes full responsibility for all injury to any and all persons, animals, or property that is in any way connected with Exhibitor's property, its attendance or participation at the show, or caused by Exhibitor, his/her agents, representatives, employees, or animals and waives and releases any claims against ES in regards to the same. Exhibitor waives all claims of any kind against ES or any of its directors, members, employees, or agents, arising from the Show, attendance at the show, and the conduct of ES, other Exhibitors, and/or attendees. Exhibitor agrees that ES shall not be held accountable or liable for, and the same are hereby released from accountability or liability for any damages, judgments, expenses, costs and charges of every kind, including attorneys' fees resulting from, related to, or connected in any way to the Exhibitor, the occupancy of the exhibit space, and/or Exhibitor's attendance at the Show, and the conduct of ES, other exhibitors, and/or attendees. Exhibitor agrees that ES shall not be liable for any loss or damage to Exhibitor including, but not limited to, any loss or damage to Exhibitor's business by reasons of failure to hold the show, or failure to provide space for any exhibit or the removal of any exhibit, or for any action of ES or its employees or agents in relation to the exhibit or Exhibitor's business by reasons of failure to hold the show, or failure to provide spaces for any exhibit, or the removal of any exhibit, or for any action of ES or its employees or agents in relation to the exhibit or Exhibitor. Exhibitor further waives any and all claims to consequential damages. Exhibitor warrants and represents that any use of materials published or displayed on the Internet or in electronic format in connection with ES will not violate or infringe any copyright, trademark, trade secret, or any other rights of ES or any third party. Exhibitor agrees to indemnify and hold harmless ES from any and all claims for monetary awards, including but not limited to reasonable attorney's fees, made by third persons relating to or arising from any third-party claim or claims of defamation, illegality, or infringement or any patents, trade secrets, copyrights, trademarks, service marks, trade names, or similar proprietary rights. Exhibitor agrees to abide by all pertinent laws, ordinances, rules, workers compensation, regulations and codes of duly authorized local, state, and federal governing bodies, concerning licensing, taxation, fire, safety and health (including vaccination requirements), together with the rules and regulations of the exhibition facility. Exhibitor agrees and represents that it will not bring aggressive and/or anti-social animals to the Show and/or any animal that poses or potentially poses a risk to the safety or well-being of the general public. Without limiting any other provisions of this Agreement, Exhibitor agrees to indemnify or hold ES harmless from any damage or injury caused by a breach of the preceding sentence.

Scope of Agreement

Exhibitor agrees to abide by the terms and conditions of the Exhibit Space Agreement and the official Expo Rules and Regulations, which are made a part by reference and full incorporated herein. If any language in the Rules and Regulations conflicts with the language in the Agreement, then this Agreement language shall govern. This is not binding on ES until signed by an authorized representative on behalf of ES. The individual signing on behalf of ES warrants that he or she is authorized to do so.

Agreement Modifications

All terms and conditions of this Agreement shall be binding upon the parties and their representatives. This Agreement states the entire agreement and understanding of the parties with regard to the subject matter of this Agreement.

Jurisdiction, Venue & Applicable Law

This Agreement shall be construed by and enforced in accordance with the laws in the state of Pennsylvania. Any suit involving any dispute or matter arising under this Agreement may only be brought in the Allegheny County Court of Common Pleas. The Exhibitor hereby consents to the exercise of personal jurisdiction by said Court with respect to any such proceeding. The Exhibitor waives trial by jury with regard to any lawsuit.

Savings Clause

This Agreement is irrevocable, and the rights of ES under this Agreement shall not be deemed waived except as specifically stated in writing by an authorized representative of ES. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be served from the Agreement. ES shall be defined to include ES, its shareholders, agents, employees, and servants. As used in this Agreement, Exhibitor shall mean the corporation, company, or association, referred to as "Exhibitor" on the Vendor Agreement Attachment, as well as the person signing below in their individual and personal capacity. "Show" shall mean the event or events, identified on the first page of this Agreement.

I, the Exhibitor, hereby agree to the Terms and Conditions of this Vendor Agreement and Expo Rules and Regulations including, but not limited to, the releases, indemnifications, hold harmless provisions, and any other representations made by Exhibitor herein. By signing below, I am in agreement that I am personally bound, in my individual capacity, to the same extent as the Exhibitor including, but not limited to the releases, indemnifications, hold harmless provisions, and any other representations made by Exhibitor herein.

Date: _____

Exhibitor

Date Approved: _____

Extreme Specialties ("ES")