

APPLICATION TO EXHIBIT (SPONSOR/EXHIBITOR)

In accordance with the agreement and conditions governing Event Sponsorship/Exhibition, within the American Red Cross Operation: Care and Comfort's TroopFest 2008, the undersigned makes application for a SPONSOR/ EXHIBIT space.

LIABILITY

Neither the American Red Cross, KFOX 98.5 FM, The USS Hornet, nor any other organization involved in hosting TroopFest 2008, shall be liable for any damages, delays, injuries to any person, or performance of the venue or exhibitions or for any remote or consequential damages whatsoever. The Sponsor/Exhibitor agrees to indemnify, defend, and hold harmless the above names organizations and the respective directors, officers, employees, agents, volunteers, successors and assigns from and against any and all claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorney fees and costs of suit, arising in any way out of Sponsor/Exhibitor's participation in TroopFest 2008. No refund or reimbursement shall be made in the event that TroopFest 2006 is cancelled as a result of force majeure. All employees of any Sponsor/Exhibitor shall be covered by worker's compensation insurance as required by law.

EXHIBITION

Each Sponsor/Exhibitor space shall be available for the duration of the one day. Booth space, including one table and two folding chairs, will be available for move in on the day of the event (Saturday, May 17, 2008) at 8:00AM. All exhibits, booths, materials, and equipment must conform to applicable fire codes. Sponsor/Exhibitors are solely responsible for complying with all copyrights and/or patents by third parties as to all products, exhibits, and materials displayed or offered for sale. Sponsor/Exhibitors are prohibited from offering for sale any products that are illegal, pornographic, or anti military related.

EXHIBIT SECURITY

The American Red Cross Operation: Care and Comfort's TroopFest 2008 is a benefit concert in support of our military community. As a result, the attendees may be predominantly U.S. service members and their families. TroopFest 2008 has not contracted for any special security services. The TroopFest 2008 sponsors, directors, officers, employees, agents, and volunteers shall not be responsible for damage to exhibits or exhibit materials from any cause whatsoever. Sponsor/Exhibitors shall secure their own exhibits. The Sponsor/Exhibitors, in the interest of public health and safety, shall exercise all reasonable care.

EXHIBIT DELIVERIES

Sponsor/Exhibitors are responsible for the delivery and set-up of their materials in their booths. TroopFest 2008 will not accept delivery of any goods on behalf of the Sponsor/Exhibitor. Sponsor/Exhibitors will fully dismantle their booths at the conclusion of the event and promptly remove all materials and equipment.

GENERAL POLICIES AND PROCEDURES

Sponsor/Exhibitors must maintain a professional demeanor throughout the event. Sponsor/Exhibitors shall not touch any person unsolicited. TroopFest 2008 reserves the right at its absolute discretion to decline or prohibit any Sponsor/Exhibitor or exhibit or proposed Sponsor or exhibit and to permit only those which the Host deems in the best interest of TroopFest 2008.

VIOLATING THE TERMS OF THIS AGREEMENT MAY CAUSE THE SPONSOR/EXHIBITOR TO BE REMOVED FROM THE EXHIBIT AREA AND THEIR CONTACT TO BE TERMINATED WITHOUT REFUND.

A copy of this form will be mailed or faxed to you upon approval of application and acceptance of payment.

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I have read the above terms and conditions, and agree to them:

Signature Date

Name of Company Name of Representative

Street City, State Zip

Telephone FAX Email

Sponsorship Level:

- ? Event Sponsor \$25,000
- ? Anchor Sponsor \$5000
- ? Sponsor \$2500
- ? Table Sponsor \$250
- ? One Time Donation (any amount) \$ _____

Description of materials to be sold or exhibited:

If you have any questions, please contact Julie DeMaria at (408) 373-8635 or Rob Ayala at (408) 386-1978. Please mail the completed application and your check made payable to ARC OCC/TroopFest 2008 to:

TroopFest 2008
ARC Operation: Care and Comfort
2392 Walden Square
San Jose, CA 95124

For Credit Card Payment:

Name on Card _____
Billing Address _____
Credit Card Number _____
Expiry Date V MC AMEX _____
Drivers License # _____
Amount to be Charged \$ _____

For Office Use Only

Date Received Date Fee Paid Date Confirmation
Letter Sent/FAXED