

The Mile High Industrial and Automation Conference

INVESCO Field at Mile High

Denver, Colorado

March 30th & 31st 2011

MHIAC 2011 Sponsorship Information

MHIAC.COM Webpage Sponsor Logo – \$1,500.00

Company logo will be displayed on all .html WebPages on the MHIAC.COM website. The logos will also allow for hyperlink capability to sponsoring company website. Logo will not exceed 100 x 100 pixels in size.

MHIAC Program Guide Company Logo and Description - \$2,000.00

Company logo and brief company description (500 word max) will be displayed on all MHIAC Program Guides.

MHIAC.COM Webpage Sponsor Logo AND Program Guide Company Logo and Description - \$3,000.00

Combines both the MHIAC.COM Webpage Sponsor Logo and MHIAC Program Guide Company Logo and Description (500 word max) into one discounted package.

MHIAC Lunch Sponsor – Pricing Subject to Catering Costs.

Company Logo and description (500 word max) displayed in clear, obvious view on lunch buffet tables.

MHIAC Coffee AND Pastry Sponsor – Pricing Subject to Catering Costs.

Company Logo and description (500 word max) displayed in clear, obvious view on coffee and pastry tables.

MHIAC Hand Bag Sponsor - \$5,000.00

Company Logo and one line (20 words max) Company description solely displayed on all MHIAC hand bags given to all registered visitors.

MHIAC MEGA SPONSOR - \$5,000.00

Package includes MHIAC.COM Webpage Sponsor Logo, MHIAC Program Guide Company Logo and Description, honorable mention at opening ceremonies and Company Logo displayed on welcome material when badges are mailed to registrants.

Company Name: _____

Company Billing Address: _____

Company Description: _____

Phone: () _____ **Fax:** () _____

Email: _____

Your Full Name: _____

Signature: _____

Date: _____

Describe Sponsor Logo Program(s) You Wish To Purchase: _____ **Total Charge:\$** _____

Method of Payment: ___ Check ___ Credit Card Visa MasterCard AMEX Discover

Please make checks payable to **Sean Solo LLC**. Attach check with this form (signed) and mail to: Sean Solo LLC, P.O. Box 1745, Denver, CO 80201-1745

Credit Card Number: _____ **Expiration Date:** _____

Security Code (three-digit code located on back of Visa, MasterCard, Discover credit card, or 4 digit code located on front of AMEX card): _____

Full Name (as it appears on card): _____

By signing below, Sponsor agrees that payment is **NON-REFUNDABLE** unless Force Majeure occurs (see details on next page). Card Holder also acknowledges that he/she has read the front and back of this form, and agrees to be bound by all its terms and conditions, including the General Rules and Regulations Addendum #2. Card Holder has asked about anything unclear, illegible, or unreadable in this form, and has obtained answers that Card Holder regards as satisfactory. Card Holder authorizes (and agrees not to dispute) charges up to the amount of this agreement at anytime from the date of submission of this form through the closing of this Show.

Card Holder Signature: _____ **Date:** _____

Agreement acceptance — Sponsors submission of the MHIAC 2011 Sponsor Form shall constitute an offer from Sponsor to enter into such Agreement with Sean Solo LLC. Such offer can only be accepted by Sean Solo LLC at place of business in Denver, Colorado, USA. After signing in Denver, Sean Solo LLC will send to Sponsor a fully-signed

copy of the Agreement document and a receipt for the pertaining charges to the Sponsor, which sending shall constitute Sean Solo LLC acceptance and cause the Agreement as a whole to become effective. Sean Solo LLC is not responsible for any errors or delays in responding to an order caused by an incorrect e-mail or physical mailing address provided by you. This Agreement, together with any terms and conditions incorporated herein or referred to herein, constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understanding or agreement (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site.

Exhibit Arrangements – Exhibits shall be so arranged as not to obstruct the general view of the exhibits of others. Any special exhibit building arrangements should be made known to Sean Solo LLC at least five (5) months in advance.

Force Majeure: Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented or rendered impractical:

Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, wars, shortage of or inability to obtain utilities, curtailment of travel by governmental order making travel to Denver impractical, any law, ordinance, rule or regulation.

In any such event such party shall not be liable to the other for delay or failure to perform its obligations under this Agreement. SEAN SOLO LLC will return to Sponsor all advance deposits received less any preparation cost incurred by SEAN SOLO LLC for the preparation of the Event.

Indemnification: Sponsor agrees to indemnify, hold harmless and defend SEAN SOLO LLC, the City, and their respective Members, Officers, Directors, Agents and Employees ("INDEMNITEES") from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees) on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance of Sponsor or its Employees, Agents, Service Contractors, Sponsors or Attendees or any other person entering the CCC with the implied or express permission of Sponsor. If Sponsor's use of the Leased Space results in an increase in the insurance premium for the CCC during the term of the Event, Sponsor shall be responsible for payment of this increase that is applicable during the term of the Event. Such indemnification by Sponsor shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of SEAN SOLO LLC, the City, their respective Members, Officers, Agents or Employees.

Waiver of Subrogation: Sponsor and SEAN SOLO LLC hereby waives any and every claim which arises, or may arise, in its favor and against SEAN SOLO LLC or the Sponsor during the term of this Agreement or any extension or renewal hereof for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this agreement with respect to any loss or damage to property of Sponsor.

Waiver of Claims/Property: Sponsor assumes full responsibility to safeguard display booths, advertising material, goods held for display or sale and all other property, owned or used by Sponsor or any of its Service Contractors, Sponsors or Attendees. Sponsor hereby waives any claims against SEAN SOLO LLC and the persons and Indemnitees described in Paragraph 11 for damage to or loss of the property enumerated above, unless such damage or loss results from the sole negligence, gross negligence or willful misconduct of SEAN SOLO LLC, the City, its respective Members, Officers, Agents and Employees.

Default: Sponsor shall be in default under this Agreement if any of the following Occur: (i) Sponsor fails to pay any amount due hereunder (including, without limitations, payment of fees and maintenance of required insurance) when the same are required to be paid hereunder, (ii) Sponsor or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in the Agreement and Sponsor fails to commence a cure thereof within five (5) business days after Sponsor has been served with written notice of such default and prior to the first day of occupancy, or (iii) Sponsor makes a general assignment for the benefit of creditors. SEAN SOLO LLC shall be in default under this Agreement if SEAN SOLO LLC fails to perform or fulfill any material terms, covenant, or conditions contained in this Agreement and SEAN SOLO LLC fails to commence a cure thereof within five (5) business days after SEAN SOLO LLC has been served with written notice of such default. Nothing herein shall be construed excusing either party from diligently commencing and pursuing a cure within a lesser time, if reasonably possible. Notwithstanding clause (ii) above, if the breach by Sponsor or any of its officers, directors, employees or agents of such other term, covenant, or condition is such that it threatens the health, welfare or safety of any person or property, then SEAN SOLO LLC may, in its discretion, require that such breach be cured in less than five (5) business days and or immediately. In no event will SEAN SOLO LLC be liable to Sponsor for any damages caused by termination of this agreement. If the breach is not cured within five (5) business days after receipt of such written notice and prior to the first day of occupancy, the non-defaulting party may terminate this License Agreement without penalty.

Suit to Enforce: If either party institutes suit or other proceeding against the other party for the fees provided herein or otherwise to enforce or seek damages with respect to a default under this agreement, the prevailing party shall be entitled to recover all damages provided by law or under this Agreement and, in addition, all costs and reasonable attorney's fees.

Service Contractors: Sponsor assumes full responsibility for all acts of commission or omissions by Sponsor's Service Contractors providing services to Sponsor and its Sponsors and Attendees. Sponsor will assure that such Service Contractors will fully comply with all terms and conditions of SEAN SOLO LLC's Rules and Regulations (ADDENDUM #2) and will be financially responsible for any non-compliance by Sponsor's Service Contractors. Sponsor is responsible for designating a check-in area for Sponsor's Service Contractors.

Concessions/Catering: All catering and concession events must be performed by the facilities exclusive in-house food and beverage provider. The exclusive caterer may utilize any unused space at INVESCO Field for this purpose and will inform the Sponsor, in writing, of its concession plan(s). SEAN SOLO LLC will not provide or cause to provide any catering or concession events within the Leased Space without the written consent of Sponsor. Sponsor will sign a separate contract with the facilities exclusive in-house food and beverage provider

Questions - Please contact MHIAC customer service if you have any questions about these terms and conditions. Please e-mail your questions to contact@mhiac.com or mail questions to Sean Solo LLC, P.O. Box 1745, Denver, CO 80201-1745