EXHIBIT SPACE APPLICATION AND EXPOSITION RULES AND REGULATIONS

The State Bar of California | 87th Annual Meeting and Exhibition

September 11-14, 2014 | Grand Hyatt San Diego | One Market Place, San Diego, CA 92101

Do not write in this space. For State Bar use Only.

Date Received _____

Executive Staff Review _____

Space Assigned _____

Amount Received _____

Booth Type

___ Inside ___ Corner ___ Island

Inside Booth: $1,475 (reserved by April 15, 2014)	**$1,675 (reserved after April 15, 2014)**
Corner Booth:$1,675 (reserved by April 15, 2014)	**$1,875 (reserved after April 15, 2014)**

Priority for space assignment is on a first-come, first-served basis, determined by the order of receipt of agreements signed by exhibitors and full payment for exhibit space. Exhibit space applications can be returned to: Annual Meeting Office, The State Bar of California, 180 Howard St., 4th Floor, San Francisco, CA 94105-1639.

1. EXHIBITOR NAME (The lettering for the standard exhibitor booth sign will be the same as exhibitor name.)

2. BOOTH(S) SELECTION (see exhibit diagram in Prospectus).

Total number of booths requested

Booth(s) Number Requested: 1st Choice: 2nd Choice: 3rd Choice:

3 EXHIBITOR COMPANY AND CONTACT INFORMATION: This information will be listed in the Directory of Exhibitors. If administrative correspondence should be directed to another party, attach a letter with complete name, address, email and phone of contact person.

Contact Name: Title:

Address: City/State/Zip:

Phone: Email:

4. COMPANY WEBSITE AND DESCRIPTION OF EXHIBITOR'S PRODUCT, EQUIPMENT AND/OR SERVICE: Please limit statement to 25-30 words. This information will be included in the Directory of Exhibitors. The State Bar of California reserves the right to edit copy submitted.

Website:

Decription:

EXHIBIT SPACE AGREEMENT BETWEEN
THE STATE BAR OF CALIFORNIA
AND

_____
(Exhibitor)

The Exhibit Space Agreement is made and entered into by and between The State Bar of California ("State Bar"), a public corporation having a principal place of business at 180 Howard Street, San Francisco, CA 94105, and the entity and person(s) named in Item 4 of the attached Exhibit Space Application ("Exhibitor"), as of the last date written below and is for the 8^{7h} Annual Meeting of The State Bar of California ("Annual Meeting") to be held at One Market Place, San Diego on September 11-14, 2014 ("Meeting Dates").

This Exhibit Space Agreement incorporates by reference the following documents which are attached and deemed part of this agreement: the Exhibit Space Application, the General Terms and Conditions, and the Exposition Rules and Regulations. These documents are collectively referred to as the "Agreement." In the event of any ambiguity between the Exhibit Space Agreement or any terms or provisions in any of the above-referenced documents, this Agreement will control. By signing below, Exhibitor agrees to provide the products and/or services described in the attached Exhibit Space Application, and to comply with the terms and conditions set forth in this Agreement. The State Bar reserves the right to accept or reject the Exhibitor's Application. Acceptance by the State Bar may only be made by way of the signature of The State Bar of California's authorized representative where indicated below. Exhibitor understands that the State Bar's acceptance in no way implies endorsement of the Exhibitor's products, equipment and/or services. Any advertisement or representation that the State Bar has endorsed the Exhibitor's products, equipment and/or services will give cause for immediate cancellation of this Agreement.

PAYMENT FOR EXHIBIT SPACE: Full payment for exhibit space rental is due with The Exhibit Space Application and Exhibit Space Agreement. Payment may be made by credit card (visa/mastercard only) OR by check payable to The State Bar of California.

Fee Paid: _____

Visa or MasterCard Number: _____ Expiration Date: _____

Name on Card: _____ Cardholder's Signature: _____

CANCELLATION: If an Exhibitor cancels this Agreement, at any time, Exhibitor will not receive any refund of the cost paid for the exhibit space. However, if by the Meeting Dates all other booths have been sold and Exhibitor's booth has been resold, the State Bar will refund the total cost of the Exhibitor's booth(s) space, less a $250 service fee per booth.

LIMITATION OF LIABILITY: Exhibitor agrees that The State Bar of California not be liable for any consequential damages or any costs, expense, loss of profits or any other damages, which are incurred or sustained by Exhibitor (or by its directors, officers, agents, employees, contractors, servants, representatives, sub-lessees, licensees, or assigns), in the event that the Exhibition is not held, for any or no reason, on the dates contemplated. In the event that the Exhibition is not held, the State Bar will refund to Exhibitor the amount paid to The State Bar of California for exhibit space under this Agreement less any actual cost the State Bar incurred up to that date for labor and/or materials.

AUTHORITY TO CONTRACT: Each party represents and warrants that it has full power to enter into and perform its respective obligations under this Agreement and that the person signing this Agreement has been properly authorized and empowered to enter into this Agreement. Each party acknowledges that it has read, understands, and will be bound by this Agreement.

STATE BAR OF CALIFORNIA	EXHIBITOR NAME:_____
By: _____	By: _____
Print: Peggy Van Horn	Print: _____
Title: Chief Financial Officer	Title: _____
Date: _____	Date: _____

I. EXPOSITION RULES AND REGULATIONS

1. TYPES OF EXHIBITORS: only Exhibitors offering products, equipment and/or services that are related to the interest and educational values of the State Bar may obtain exhibit space at the Exhibition. The State Bar reserves the right to determine, in its sole discretion, the eligibility of any Applicant as an Exhibitor.

2. SIZE OF EXHIBIT SPACE: booth space is 8' wide x 10' deep, as shown on the exhibit diagram in the Prospectus.

3. STANDARD BOOTH AMENITIES: the price for a booth includes standard booth background and side rails decorated with curtains (colors to be determined), a booth sign showing Exhibitor's name and booth number, and Exhibitor listing in the Annual Meeting printed program.

4. LOCATION OF EXHIBIT SPACE: State Bar will assign exhibit space to Exhibitors on a first-come, first-served basis and as much in accordance with Exhibitor's wishes as reasonably and conveniently feasible. The State Bar, however, reserves the right to determine, in its sole discretion, the exact location of Exhibitor's exhibit space. The State Bar further reserves the right to relocate Exhibitor's assigned exhibit space, at any time, in an area other than that selected by Exhibitor or assigned by State Bar, upon written notification to Exhibitor by the State Bar.

5. INSTALLATION OF EXHIBIT: Exhibitor will have access to booth(s) for set-up from 2:00 p.m. to 4:30 p.m., on Wednesday, September 10 and from 8:00 a.m. to 2:00 p.m. on Thursday, September 11. Exhibitor must have the installation of the exhibit completed by 2:00 p.m., on Thursday, September 11, 2014.

6. REMOVAL OF EXHIBIT: No displays may be dismantled nor packing started before 5:00 p.m. on Saturday, September 13. Exhibitors who dismantle their booth before 5:00 p.m. may be declined to exhibit in future years. Exhibitors will have until 12:00 p.m. on Sunday, September 14 to remove the exhibits from the Exhibition area. If such exhibit, property, goods and/or effects are not removed by 12:00 p.m., Sunday, September 14, the State Bar will have the right to remove and dispose of them in any manner it may deem reasonable, including but not limited to selling them; or storing them or to causing them to be or stored, in which case, Exhibitor will pay all expenses incurred by the State Bar in association with the storage, plus a reasonable fee for State Bar's time, services, and effort in storing the items. All articles, exhibits, fixtures, materials, displays, etc., will be brought into or out of the exhibit building at such entrances and exits, as may be designated by the State Bar or the Grand Hyatt San Diego.

7. OFFICIAL SERVICE CONTRACTOR: Exhibitors are required to use the Official Service Contractor, Global Experience Specialists (GES) for drayage, electrical requirements and custom cleaning. All decorating and exhibit furniture will be handled on requisition to GES. A schedule of GES prices will be included in the Exhibitor Service Kit, which will be sent to exhibitors before the Exhibition. In obtaining the aforementioned or other services, Exhibitors desiring to use contractors other than GES must: (A) advise State Bar in advance; and (B) submit the necessary certificates of insurance, in advance, so that State Bar may give its permission for contractors other than GES to operate. Exhibitors should be aware that clearance from unions may be necessary, and all such matters must be coordinated through GES. All such clearances will be outlined in the Exhibitor Services Kit provided by GES. The Grand Hyatt San Diego does not have facilities for receiving or storing freight. All advanced freight must be sent to the GES, 491 C Street, Chula Vista 01920 no later than Wednesday, September 3, 2014. All freight should be addressed as set forth below:

   (Exhibitor Company and Booth #)
   State Bar of California 2014 Annual Meeting
   c/o GES
   491 C Street
   Chula Vista, California 91910
   702-515-5500

8. To facilitate movement in and out of the Exhibition area, and to ensure proper delivery, it is essential that all shipments by Exhibitor be consigned to arrive at the GES, 491 C Street, Chula Vista, CA 91920 no later than Wednesday, September 3, 2014. Empty crates and cartons will be stored at the GES and returned to Exhibitor at the booth at the end of the Exhibition. The State Bar, its Board of Trustees, its officers, agents, employees, and representatives will not be liable to Exhibitor for any claim, loss, damage, injury, or death, which may be incurred in connection with the receipt, handling, delivery, care, or custody of property of any kind shipped or otherwise delivered to GES or to the Exhibition, either prior to, during, or subsequent to the use of the exhibit space by Exhibitor.

9. ARRANGEMENT OF EXHIBITS: Exhibitor's exhibit(s) will be arranged so that they do not obstruct the general view of other exhibits in the Exhibition area. If Exhibitor plans any special display(s), Exhibitor will submit drawings for such display(s), in advance of the Exhibition, to the State Bar for its approval. Booth backgrounds are eight feet (8') in height and divider rails are three feet (3') in height. Display materials placed in the area three feet (3') from the rear background of each booth may not exceed the height of the booth background (8'). Display materials placed in any portion of the booth beyond three feet (3') from the rear background of the booth may not exceed the height of the divider rail (3').

   Peninsula booths are reserved for four or more booths at the end of a row of booths. The back wall on a Peninsula is 8' wide by 8' high. Width and height limitations will be strictly enforced.

   Display material exposing an unfinished surface to neighboring booths is strictly prohibited. Nothing will be posted on, tacked, screwed, glued, or otherwise attached to columns, walls, floors or other parts of the building, equipment, or furniture. Anything necessary to protect the building, equipment or furniture from damage which may be caused by any part of Exhibitor's display must be used and must be obtained by the Exhibitor, at his own expense. Exhibitor will not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, air conditioning, or fire safety systems, or portions thereof, in the Grand Hyatt San Diego facilities. Nor will Exhibitor do, or permit to be done, anything which may interfere with free access and passage in and around the exhibit space areas in the Grand Hyatt San Diego facilities, in the public areas adjacent thereto, or to the street or sidewalks adjoining the Grand Hyatt San Diego.

   Any exhibits not conforming to these specifications, or which in design, operation, appearance, or for other reasons are objectionable, in the sole opinion of the State Bar, are prohibited. The State Bar, its Board of Trustees, its officers, agents, employees, and representatives will not be liable to Exhibitor for any claim, loss, damage, injury, or death, which may be incurred in connection with the receipt, handling, delivery, care, or custody of property by Exhibitor.

10. BOOTH OPERATION/SOUND AMPLIFICATION: Exhibitor will confine all of its activities to the space for which it has contracted. Accordingly, Exhibitor will not be permitted to use strolling entertainment, nor distribute literature, samples, or souvenirs, except from its own booth(s). Canvassing or distribution of literature, souvenirs, or novelties in the Exhibition area by entities who are not Exhibitors is prohibited. Only souvenirs and novelties which bear relationship to the State Bar purposes and Annual Meeting activities may be distributed by Exhibitors from their booths. However, the State Bar reserves the right to prohibit the distribution of any such literature, souvenirs, or novelties which the State Bar, in its sole discretion, deems to be illegal, offensive, objectionable, or not sufficiently related to the interests and educational values of the State Bar or the Annual Meeting. Exhibitors are prohibited

from using sound amplification equipment which, in the sole discretion of the State Bar, is objectionable. Exhibitors are also prohibited from using costumed people or mannequins whose appearance or dress, in the sole discretion of the State Bar, may be offensive to others.

11. REGISTRATION AND ADMISSION: the Exhibition is open to all Annual Meeting attendees. Complimentary, official badges will be provided to Exhibitors. Each exhibit booth must be staffed at all times, however, no more than five (5) representatives of Exhibitor, per booth, will be allowed in the Exhibition area at any one time. Official badges will be worn by Exhibitor's Representatives at all times while in the Exhibition area. Exhibitor MUST provide the State Bar with the names of the Representatives who will be working the exhibit space at the Annual Meeting on forms to be provided by the State Bar.

12. HOSPITALITY SUITES/FUNCTION SPACE: Exhibitor hereby agrees that it will not host, purchase, license, sub-license, lease or sub-lease, or otherwise use or provide hospitality suites or function space at any of the official Annual Meeting hotel facilities (i.e., Grand Hyatt San Diego) during all or any part of the Meeting dates.

II. GENERAL TERMS AND CONDITIONS

1. INDEMNITY: Exhibitor will indemnify and defend the State Bar, including its Board of Trustees, officers, agents, and employees (as the same may be constituted from time to time) from and against any and all claims, demands, damages, debts, liabilities, losses, obligations, costs, expenses, liens, actions or causes of action (including but not limited to reasonable attorneys' fees, costs and expenses), whether or not litigation is actually commenced which may arise against or be incurred by the State Bar as a result of or in connection with any actual or alleged breach of the Agreement by the Exhibitor, any actual or alleged negligent act or omission, or any intentional misconduct on the part of the Exhibitor (including its officers, agents and employees). Exhibitor will further be liable to the State Bar for attorneys' fees, costs and expenses, and all other costs and expenses incurred by the State Bar in enforcing this indemnity provision.

2. INSURANCE: Exhibitor will maintain Commercial General Liability insurance with a minimum general aggregate of at least One Million Dollars ($1,000,000.00). If applicable, Exhibitor will maintain Comprehensive Automobile Liability insurance covering owned, leased, hired and non-hired vehicles with at least combined single limit of no less than Five- Hundred Thousand Dollars ($500,000.00).

   Exhibitor certifies that it is aware of the provisions of Section 3700, et seq., of the Labor Code of the State of California and that it will be in compliance with such provisions as of the date of installation of the exhibit and through the Meeting Dates. If applicable, Exhibitor will also maintain no less than One Million Dollars ($1,000,000.00) in workers' compensation insurance.

   Exhibitor must deliver to the State Bar with a certificate of insurance evidencing coverage of all such insurance to: The State Bar of California, Attn: Operations Department, 180 Howard Street, San Francisco, CA 94105

3. NO ASSIGNMENT: Exhibitor will not assign or subcontract all or any part of the Exhibitor's rights or obligations under this Agreement without the State Bar's prior written consent.

4. SUBJECT TO STATE BAR'S AGREEMENT FOR MEETING SPACE: In addition to this Agreement, Exhibitor is subject to and bound by all the terms and conditions set forth in the agreements that State Bar has or will enter into for the Annual Meeting (as they pertain to use of exhibit space with the Grand Hyatt San Diego, One Market Place San Diego, CA 92101. The relevant portions of said agreements are available for inspection in the offices of the State Bar, Office of Meeting Services, 180 Howard St., San Francisco, CA 94105.

5. CONFLICT OF INTEREST: Exhibitor understands and acknowledges that the State Bar is a public corporation and, consequently, certain State Bar employees and volunteers are subject to government mandated conflict of interest provisions. These provisions concern, among other things, accepting gifts or gratuities from potential contracting entities and contracting with entities owned or controlled by the State Bar, certain persons associated with the State Bar, or its employees. With this understanding, Exhibitor will not take any action which creates a situation which would or which could appear to result in violation of the conflict of interest code provisions by any State Bar employee or volunteer.

6. NOTICE: Unless otherwise provided in the Agreement, any notices to be given by either party to the other must be in writing, and delivered either personally or by express mail, fax, or electronic transmission with a copy sent by regular mail to the parties at the addresses appearing on the cover page of the Agreement.

7. COMPLIANCE WITH LAW/ADA: Exhibitor must comply with all applicable laws, ordinances, rules and regulations adopted or established by federal, state, or local governmental bodies or agencies including, but not limited to, the Americans with Disabilities Act. Exhibitors are fully responsible for compliance with any and all local, city, and state safety, fire and health law, ordinances and regulations regarding the installation and operation of the exhibit. No combustible or flammable material, such as bunting, crepe paper, tissue paper, cardboard, corrugated paper, etc., will be used by Exhibitor for decorations. All materials used by Exhibitor for decorative purposes, such as muslin, velvet, silken, etc., will be treated with flame proofing and approved by the San Jose Fire Marshall.

8. LIMITATION OF LIABILITY: In no event shall the State Bar be liable for any consequential, incidental, special or punitive damages, or for loss of profits, regardless of whether an action is brought in tort, contract or under any other theory.

9. TERMINATION: The State Bar of California may terminate this Agreement, in its sole discretion, without cause and for any reasons upon seven (7) days written notice to Exhibitor. The Agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; or (b) death or total incapacity of Exhibitor.

10. MISCELLANEOUS: Determination of all matters and questions not covered by this Agreement are subject to the sole discretion of the State Bar.

    The Agreement supersedes any and all other agreements, either oral or written, which may exist between the parties, and contains all of the covenants and agreements between the parties as of the effective date of the Agreement. No amendment, alteration or variation of the terms to this Agreement will be valid unless made in writing and signed by both parties. This Agreement is deemed to have been made and entered into by the parties in San Francisco, California, and will be construed according to the laws of the State of California without regard to its conflicts of law provisions. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Sections 1, 7, and 9 of the General Terms and Conditions will continue in full force and effect. This Agreement may be executed in any number of counterparts and by fax, each of which will be deemed to be an original, but all of which, when taken together, will constitute one and the same instrument.