The State Bar of California

2007 ANNUAL MEETING AND EXHIBITION

EXHIBIT SPACE APPLICATION AND AGREEMENT

RETURN BOTH COPIES
(Faxed Copies Will Not Be Accepted!)

Upon acceptance of the Application/Agreement, a confirmation copy will be returned for your files.

EXHIBIT DATES: September 27-30, 2007

LOCATION: Anaheim Marriott
700 West Convention Way
Anaheim, CA 92802

RETURN TO: Pamela J. Wilson
State Bar of California
180 Howard Street
San Francisco, CA 94105-1639

FOR STATE BAR USE ONLY

Date Received by State Bar:_____

Space Assigned:_____

Amount received: $_____

-APPLICATION AND AGREEMENT-

This Exhibit Space Application and Agreement ("Agreement") is made and entered into by and between the State Bar of California ("State Bar") and the entity and person(s) named in Item 9 ("Exhibitor"), as of the last date written below, and is predicated upon the following facts: (A) The State Bar plans to hold the 80th Annual Meeting of the State Bar of California ("Annual Meeting") at the Anaheim Marriott, on September 27 through 30, 2007 ("Meeting Dates"); and (B) Exhibitor wishes to exhibit its products, equipment and/or services through and at said Annual Meeting, September 27 through 30, 2007 (the "Exhibition").

The undersigned Exhibitor hereby makes application for exhibit space as indicated below for use at the Annual Meeting. By signing below, Exhibitor offers to enter into an agreement pursuant to the terms and conditions set forth in this Agreement. The State Bar reserves the unfettered discretion to accept or reject the Exhibitor's offer to enter into an agreement. Acceptance by the State Bar of the Agreement set forth below may only be made by way of the signature of the State Bar of California's authorized representative where indicated below. Exhibitor understands that acceptance by the State Bar as an Exhibitor at the 80th Annual Meeting in no way implies endorsement by the State Bar of the Exhibitor's products, equipment and/or services.

Therefore, in consideration of the following promises, covenants and conditions, the State Bar and Exhibitor do hereby agree as follows:

1. **BOOTH NUMBER REQUESTED (See exhibit diagram in Prospectus**): (First choice:_____)
   Second choice:_____) (Third choice:_____)

2. **COST OF EXHIBIT SPACE**: Exhibit space is priced at $1,400, if reserved prior to December 29, 2006 and $1,600, if reserved after December 29, 2006 for a 8' deep x 10' wide booth as shown on the exhibit diagram in the Prospectus.

3. **PAYMENT FOR EXHIBIT SPACE**: Full payment for exhibit space rental is due with this offer to enter into this Agreement. Make all checks payable to the STATE BAR OF CALIFORNIA. Credit card payments can be made by Visa or MasterCard only. No other credit cards will be accepted.

___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___
Visa or MasterCard Account Number Expiration Date

Cardholder's Name_____
(PRINT as it appears on card.)

Cardholder's Signature:_____

4. **ASSIGNMENT OF EXHIBIT SPACE**: 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. Faxed agreements will not be accepted.

5. **PLEASE SPECIFY COMPANIES AND/OR PRODUCTS YOU WOULD LIKE TO BE CLOSE TO OR AWAY FROM**:

Close to: _____

Away from: _____

6. **EXHIBITOR'S LISTING IN ANNUAL MEETING PRINTED PROGRAM SHOULD READ**:

Name (one line): _____

7. **LETTERING FOR STANDARD EXHIBITOR BOOTH SIGN SHOULD READ:**

Name (one line): _____

8. **PLEASE GIVE A BRIEF STATEMENT OF PRODUCT, EQUIPMENT AND/OR SERVICE TO BE DISPLAYED**: Please limit statement to 25-30 words, keeping in mind the information will be used to prepare a Directory of Exhibitors. The State Bar of California reserves the right to edit copy submitted.

_____

_____

_____

9. **EXHIBITOR** (This information will appear in the Directory of Exhibitors. If administrative correspondence should be directed to another party, attach a letter with complete name, address, phone and fax numbers of contact person):

Contact Person:_____

Title: _____

Company: _____

Address:_____
Street City State Zip

Telephone:_____ Fax: _____

E-mail address:_____ Web Site:_____

10. **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.

11. **COST OF EXHIBIT SPACE** -- The cost of exhibit space is $1,400 per booth, if reserved prior to December 29, 2006 and $1,600, if reserved after December 29, 2006. The price for each 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's listing in the Annual Meeting printed program.

12 **PAYMENT FOR EXHIBIT SPACE** -- Checks for exhibit space shall be made payable to the State Bar of California. Credit card payments can be made by Visa or MasterCard only. No other credit cards will be accepted. The full payment of $1,400 per booth, if reserved prior to December 29, 2006 and $1,600, if reserved after December 29, 2006, shall be included with this Application/Agreement upon submission to the State Bar.

13. **LOCATION OF EXHIBIT SPACE** -- State Bar shall 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.

14. **CANCELLATION** -- If an Exhibitor cancels this Agreement, at any time, Exhibitor shall not receive any refund of the cost paid for exhibit space, except if, by the Exhibition dates, all other booths have been sold and Exhibitor's booth has been resold. In this situation, a $175 service fee shall be subtracted from the total cost of Exhibitor's exhibit space, and the remaining balance shall be refunded.

15. **CHANGES IN DATES OR NON-OCCURRENCE OF EXHIBITION** -- Exhibitor agrees that the State Bar shall not be liable for any costs, expenses, loss of profits or any other damages whatsoever, which are incurred or sustained by Exhibitor (or by its employees, agents, servants, contractors, or assignees), in the event that the Exhibition is not held, for any or no reason, on the dates contemplated or if the Exhibition does not occur at all; provided that in the event that the Exhibition is not held at all, the State Bar shall refund to Exhibitor the amount paid to the State Bar for exhibit space under this Agreement less any actual costs the State Bar incurred up to that date for labor and/or materials.

16. **ASSIGNMENT** -- No assignment of this Agreement nor sublease of or license to use any part of the exhibit space shall be made by Exhibitor without the prior written consent of the State Bar.

17. **INSTALLATION AND REMOVAL OF EXHIBIT** -- Exhibitor shall have access to booths, for set-up, from 2:00 p.m., on Wednesday, September 26 until 4:30 p.m., and from 8:00 a.m. on Thursday, September 27 until 2:00 p.m. Exhibitor must have the installation of the exhibit completed by 2:00 p.m., on Thursday, September 27. No displays may be dismantled nor packing started before 6:30 p.m. on Saturday, September 29. Exhibitors shall have until 2:00 p.m., on Sunday, September 30, to remove the exhibits from the Exhibition area. By this time, Exhibitor shall have removed from the exhibit space any exhibits and all other property, goods and effects belonging to Exhibitor or caused by Exhibitor to have been brought upon the premises. If such exhibit, property, goods and/or effects are not removed by 2:00 p.m., Sunday, September 30, the State Bar shall 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 shall 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., shall be brought into or out of the exhibit building at such entrances and exits, as may be designated by the State Bar or the Anaheim Marriott.

18. **OFFICIAL SERVICE CONTRACTOR** -- Exhibitors are required to use the Official Service Contractor, GES Exposition Services ("GES") for drayage, rigging, and custom cleaning. All decorating and exhibit furniture shall be handled on requisition to GES. A schedule of prices shall be included in the service kit, which shall be mailed to exhibitors well in advance of the Exhibition.

In obtaining the above-referenced or other services, Exhibitors desiring to use contractors other than GES must: (A) advise State Bar; and (B) submit the necessary certificates of insurance, in advance, so that State Bar may give its permission for said subcontractor to operate. Exhibitors should be aware that clearance from unions may be necessary and all such matters must be coordinated through GES.

The Anaheim Marriott does not have facilities for receiving or storing freight. All freight must be sent to the GES Freight Warehouse. No show site shipments will be accepted. All freight should be addressed as set forth below:

(Specify Exhibitor's name and booth number)
State Bar of California Annual Meeting
c/o GES Exposition Services
5560 Katella Avenue
Cypress, CA 90630

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 Freight Warehouse no later than Friday, September 21, 2007. Empty crates and cartons shall be stored by GES and returned to Exhibitor at the booth promptly at the end of the Exhibition. Return of empty crates will require up to two hours.

The State Bar, its Board of Governors, its officers, agents, employees, and representatives shall not be liable whatsoever 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.

19. **ARRANGEMENT OF EXHIBITS** -- Exhibitor's exhibit(s) shall 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 shall 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- Peninsula booths are reserved for four or more booths at the end of a row of booths. The back wall on a Peninsula is 10' 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 shall 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 shall 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 Anaheim Marriott facilities. Nor shall 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 Anaheim Marriott facilities, in the public areas adjacent thereto, or to the street or sidewalks adjoining the Anaheim Marriott.

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.

20. **BOOTH OPERATION** -- Exhibitor shall confine all of its activities to the space for which it has contracted. Accordingly, Exhibitor shall not be permitted to use strolling entertainment nor to 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 strictly 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.

21. **SAFETY, FIRE AND HEALTH REGULATIONS --** Exhibitors are fully responsible for compliance with any and all local, city and state safety, fire and health laws, 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., shall be used by Exhibitor for decorations. All materials used by Exhibitor for decorative purposes, such as muslin, velvet, silken, etc., shall be treated with flame proofing and approved by the Anaheim Fire Marshal.

    ALL PACKING, CONTAINERS, EXCELSIOR, WRAPPING PAPER, ETC., SHALL BE TREATED WITH FLAMEPROOFING AND APPROVED BY THE ANAHEIM FIRE MARSHAL. ALL SUCH PACKING CONTAINERS, EXCELSIOR, WRAPPING PAPER, ETC., SHALL BE REMOVED FROM THE FLOOR OF THE EXHIBITION AREA AND SHALL NOT BE STORED UNDER TABLES OR BEHIND DISPLAYS.

    All materials and fluids which are flammable shall be kept in safety containers. Open flames, butane gas, oxygen tanks, etc., shall not be permitted without the express permission of the State Bar, the Anaheim Marriott, and the Anaheim Fire Marshal.

    Exhibitor shall protect, defend, indemnify, and hold harmless the State Bar and GES (including each of their governors/directors, officers, agents, employees and representatives) from and against any and all claims, liabilities, demands, causes of action, damages, costs, expenses, or fees (including attorneys' fees, costs, and expenses), which arise as a result of or in connection with any violation of any safety, fire or health law or ordinance or regulation, of every kind whatsoever, whether said violation directly or indirectly results from or is caused by any act or negligence or intentional misconduct of Exhibitor (including its agents, employees, contractors, servants, representatives, sub-lessees, licensees, or assigns (collectively, Exhibitor's "Representatives")). This indemnification provision shall not in any way whatsoever limit the indemnification rights of State Bar set forth in section 25, below. The duties and obligations of the indemnitor under this provision shall survive the termination, expiration, or cancellation of this agreement.

22. **REGISTRATION AND ADMISSION** – The Exhibition is not open to the general public. Those persons who are permitted to be in attendance at the State Bar's Annual Meeting shall be provided with official badges.

    Complimentary, official badges shall be provided to Exhibitors. Each exhibit booth must be staffed at all times, however, no more than ten (10) Representatives of Exhibitor, per booth, shall be allowed in the Exhibition area at any one time. Official badges shall be worn by Exhibitor's Representatives at all times while in the Exhibition area. Exhibitor shall provide the State Bar with the names of the Representatives who shall be working the exhibit space at the Annual Meeting on forms to be provided by the State Bar.

23. **COMPLIANCE WITH LAWS** -- Exhibitor and its Representatives shall comply with all applicable rules, regulations, laws, and ordinances adopted or established, from time to time, by any federal, state or local governmental officer, body, agency or department; provided, however, that Exhibitor shall not be obligated under this Section 23 to make repairs, alterations or modifications of or to the Anaheim Marriott facilities.

24. **LIMITATION OF LIABILITY** -- The State Bar of California, the Anaheim Marriott, and GES shall exercise reasonable care for the protection of Exhibitor's materials and displays; however, beyond this, shall not be responsible for the safety or security of the property of Exhibitor or its Representatives from loss, theft, or damage of any kind whatsoever.

25. **INDEMNITY** -- Exhibitor shall protect, defend, indemnify and hold harmless the State Bar (including its Board of Governors, officers, agents and employees as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, claims, causes of action, losses, damages, expenses, or costs (including reasonable attorneys' fees, costs, and expenses) whatsoever, which may arise out of or in connection with: (A) Exhibitor's performance or failure to perform, or alleged performance or alleged failure to perform, according to the terms and conditions of this Agreement; (B) the use or occupation of exhibit space or other areas of the Anaheim Marriott facilities or grounds by Exhibitor or its Representatives, guests, patrons or invitees, whether such use is authorized or not; (C) any actual or alleged negligent or intentional acts or omissions of Exhibitor or its Representatives, guests, patrons or invitees; or, (D) the successful enforcement of this indemnification provision by State Bar. Exhibitor shall also be liable to the State Bar for any and all damage to, loss or theft of property of the State Bar which arises out of or in connection with the negligence or intentional misconduct of Exhibitor, its Representatives, guests, patrons or invitees. The duties and obligations of the indemnitor/Exhibitor hereunder shall survive the termination, expiration, or cancellation of this Agreement.

    Exhibitor shall promptly give the State Bar written notice of any claim made or action instituted, of which Exhibitor becomes aware, which may in any way directly or indirectly, affect or relate to the State Bar or this Agreement.

26. **INSURANCE** -- Exhibitor understands that neither State Bar, nor the Anaheim Marriott, maintains insurance covering loss or damage to Exhibitor's property or for liabilities incurred by Exhibitor, and it is the sole responsibility of Exhibitor to obtain such insurance. Accordingly, Exhibitor shall provide and keep in full force and effect during the term of this Agreement, at its own cost and expense, the following insurance policies for the joint benefit of Exhibitor and the State Bar: (A) **Comprehensive Automobile Liability** insurance covering owned, leased, hired and non-owned vehicles with a general aggregate limit of not less than One Million Dollars ($1,000,000) and an each occurrence limit of not less than Two Hundred Fifty Thousand Dollars ($250,000); and (B) **Commercial General** Liability insurance (in I.S.O. standard form, covering bodily injury and property damage liability) with a general aggregate limit (other than products/completed operations) of not less than Two Million Dollars ($2,000,000); products/completed operations coverage with an aggregate limit of not less than One Million Dollars ($1,000,000); and an each occurrence limit of not less than One Million Dollars ($1,000,000). All insurance required to be maintained pursuant to this Agreement shall name the State Bar as an additional insured, shall be primary and non-contributing with respect to any other insurance maintained by or available to the State Bar, and shall be with carrier(s) acceptable to the State Bar. Should any of the required insurance be subject to deductibles, said deductible amount shall be disclosed on the certificate and shall be subject to State Bar approval.

    On or before September 21, 2007, Exhibitor must deliver to the State Bar (at 180 Howard Street, San Francisco, California 94105, Attention: Procurement) certificates of insurance evidencing Exhibitor's compliance with the requirements set forth in this Section 26. Each certificate shall provide that the issuing company (the insurer) shall endeavor to mail the State Bar thirty (30) days' prior written notice of any cancellation of such policies. In addition, notwithstanding any notices sent to the State Bar by the insurer, Exhibitor shall immediately notify the State Bar when it becomes aware of any cancellation or material change in the amounts of or type of coverage of the insurance policies held by Exhibitor, as required by this Agreement.

27. **WORKERS' COMPENSATION** -- Exhibitor hereby 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 shall be in compliance with such provisions as of the

date of installation of the exhibit and throughout the Meeting Dates. Prior to installation of the exhibit, Exhibitor must deliver to the State Bar (at the address above in Section 26) with a certificate of workers' compensation insurance, evidencing coverage with a limit not less than One Million Dollars ($1,000,000) or a certificate of consent to self insure, issued pursuant to section 3700 of the Labor Code.

28. **INTERPRETATION** -- The interpretation and application of this Agreement shall be based exclusively on the laws of the State of California.

29. **OTHER MATTERS** -- Determination of all matters and questions not covered by this Application/Agreement are subject to the sole discretion of the State Bar.

30. **SEVERABILITY** -- If any provision, clause, sentence, paragraph or part of this Application/Agreement is, for any reason, adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement/Application.

31. **SUBJECT TO STATE BAR'S AGREEMENT FOR MEETING SPACE** -- In addition to this Application and Agreement, Exhibitor is subject to and bound by all the terms and conditions set forth in the agreements the State Bar has or shall enter into for the Annual Meeting (as they pertain to use of exhibit space) with the Anaheim Marriott, 700 West Convention Way, Anaheim, CA 92802. The relevant portions of said agreements are available for inspection in the offices of the State Bar, Office of Meeting Services, 180 Howard Street, San Francisco, California 94105.

32. **AVAILABILITY OF HOSPITALITY SUITES** -- Exhibitor hereby agrees that it shall not host, purchase, license, sub-license, lease or sub-lease, or otherwise use or provide hospitality suites at any of the official Annual Meeting hotel facilities (i.e., Anaheim Marriott) during all or any part of the Meeting dates.

33. **AMENDMENT** -- This Application/Agreement, along with the terms and conditions set forth in the State Bar's agreement(s) with the Anaheim Marriott (as they pertain to use of exhibit space), constitute the Entire Agreement between the parties. Any prior agreements, discussions and understandings, written or oral, are superseded by this Entire Agreement and shall be of no force or effect. No addition, modification or amendment of any term or provision of this Entire Agreement shall be effective unless set forth in writing and signed by both parties to this Agreement.

34. **NO ENDORSEMENT MADE** -- Exhibitor acknowledges that this Agreement does not imply and gives Exhibitor no right or cause to advertise or otherwise make any representations that the State Bar has endorsed, warranted, guaranteed, or approved any products, equipment, or services of Exhibitor. Exhibitor is strictly prohibited from conducting any advertising activities or making any representations that the State Bar has endorsed, warranted, guaranteed, or approved any products, equipment, or services of Exhibitor. Any such actions by Exhibitor shall give cause for immediate cancellation of this Agreement.

35. **ARBITRATION** -- Any question, claim or dispute arising out of or in connection with the Agreement or this Addendum which is in excess of Five Thousand Dollars ($5,000) will be referred to binding arbitration. Such arbitration will take place before one (1) arbitrator in the City and County of San Francisco, and will be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. The arbitrator will be bound to apply legal principles in accordance with California law. By agreeing to this arbitration clause, neither party waives applicable defenses or immunities available to it under California law. Any arbitration demand made under this clause must be made no later than one year from the expiration or termination of this Agreement. The cost of the arbitration will be borne equally by the parties. Disputes of Five Thousand Dollars ($5,000) or less will be handled in Small Claims Court in the City and County of San Francisco.

36. **ACCEPTANCE OF TERMS BY EXHIBITOR** -- By signing below, Applicant attests that he/she has read, understands and agrees to abide by the terms and conditions set forth in both this Agreement and the Application. Applicant understands that acceptance by State Bar as an Exhibitor at the 80th Annual Meeting creates rights no greater than that of a revocable license.

I, THE AUTHORIZED REPRESENTATIVE OF EXHIBITOR, HAVE READ AND UNDERSTAND THE FOREGOING IN ITS ENTIRETY, AND ON BEHALF OF EXHIBITOR AGREE TO THE TERMS AND CONDITIONS STATED HEREIN.

EXHIBITOR NAME: _____

PRINT NAME & TITLE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

THE SIGNATURE OF THE STATE BAR'S AUTHORIZED REPRESENTATIVE, IN THIS BOX, INDICATES ACCEPTANCE OF YOUR APPLICATION BY THE STATE BAR AND THE VALIDITY OF THIS AGREEMENT, AS OF THE DATE WRITTEN BELOW:

DATE ACCEPTED:_____

BY:_____
Pamela J. Wilson
Director, Section Education & Meeting Services