

HOST AGREEMENT

This Agreement is entered into by and between International Laser Display Association located at 7062 Edgeworth Drive, Orlando Florida 32819, USA Phone +1-407-797-7654, fax +1-503-344-3770, hereinafter "ILDA" and _____ with an office located at _____

In the country of _____. Phone _____ and fax _____ hereinafter "Host" for the purposes herein stated.

The purpose of this Agreement is to allow the HOST COMPANY to work on the annual ILDA Conference as described herein.

The undersigned do hereby covenant, contract and agree as follows:

1. **AGREEMENT:** ILDA hereby confers the position of hosting the conference to the HOST. The Host agrees to enact ILDA's wishes for the conference as set forth herein. In return ILDA will list the host company name in any and all marketing for the conference. Any special arrangements between the HOST and ILDA are enclosed as Schedule I which signed by both parties and forms part of this contract.

2. **HOST RESPONSIBILITIES:** The Host is responsible for local information. After the site selection has been completed, the host must make all local arrangements or provide information to such to ILDA. This includes but not limited to, inspection of site, transportation information, entertainment options, provision of staff and equipment as needed. This includes ancillary equipment such as cables, mirrors, fog machines not already provided by any equipment sponsors. Additional items that may be required will be listed on Schedule I which signed by both parties and forms part of this contract.

3. **NUMBER OF DAYS:** The BOD agrees that the numbers of days for the conference will be 3 days and 3 nights. With attendees checking in on Day 1 and checking out on morning of Day 4. There may be an additional day or days based on needs of user group meetings; any additional day(s) will be expressed early enough to the Host so that arrangements can be made. Costs incurred for any additional time imposed by the venue will be paid for by ILDA. Should the HOST incur any additional costs for these services, agrees to get approval from ILDA for reimbursement of these charges.

4. VENUE SELECTION: The Host will scout out venues that they believe will be appropriate for the conference. This includes, but is not limited to, 30 sleeping rooms, rooms for meetings, Lase-off and Awards presentations. The Host will report back to the BOD and the conference committee their findings. This report must include a preliminary budget for the proposed venue.

5. LEGAL AUTHORITY: At no time should this agreement be construed as to allow a host company to contract and financially commit ILDA to any other agreement. This can only be done by the Executive Director under authority normally granted by the BOD.

6. ILDA RESPONSIBILITIES: The Host may interface with various persons in ILDA, including the President, Board of Directors, Executive Director, Conference Committee chair, Conference Technical Director, and others with responsibilities for the conference. In case of disagreements between these persons, the disagreement shall be brought to ILDA's attention so it may be resolved inside ILDA, in the order of responsibility shown above. ILDA is responsible for signing all contracts, promotion of the conference, finding sponsors, operation of the conference, appointments of technical staff, such as directors, and any and all financial agreements.

7. SHOW PRODUCTION: ILDA reserves the right to appoint certain positions to produce the Awards and Lase-off presentations. Descriptions of these positions is enclosed as Schedule II which signed by both parties and forms part of this contract. Hosts shall assume no liability whatsoever for the actions taken by third parties defined in Schedule II unless actions taken by such third parties are in direct order of and responsibility for the Host.

8. EQUIPMENT SPONSORS: ILDA reserves the right to seek sponsorship for the conference. In this effort, there may be equipment sponsors. Any equipment sponsorship will be negotiated under separate cover. Equipment sponsors have the right to have their equipment on display for the official ILDA events. Equipment sponsors may not refuse other member access to this equipment and must offer it at no charge as deemed fair and reasonable by ILDA.

9. FINANCIAL CONSIDERATIONS: ILDA will allow the waiver of up to 2 conference fees for the members of the HOST Company. ILDA will also pay for any items considered necessary, that may need to be rented, in order to produce the conference. However, these items must be known in advance to ILDA in a reasonable time, normally 5 business days in

advance or longer. To receive reimbursement for authorized expenses, the Host must produce a receipt. ILDA is not responsible for the room and board of any Host company member.

10. **FORCE MAJURE:** In the event that the host company can not fulfill its agreement to ILDA, and the conference is less than 30 days away, ILDA will be forced to make any and all necessary arrangements needed to produce the conference. Should there be charges associated with this action; the HOST Company agrees to reimburse ILDA for these charges incurred.

11. **TAXES AND LICENSES:** All taxes, license fees and other expenses associated with the agreement shall be paid by ILDA.

12. **INDEMNIFICATION:** The HOST shall defend, indemnify and hold ILDA and its BOD harmless from and against any and all expenses, losses, liabilities, damages, claims and demands, including counsel fees directly for, by reason of or arising out of, the use of services and materials provided or caused to be provided by company, pursuant to above paragraphs, or any activities relates thereto resulting in personal injury or property damage suffered by or alleged to be suffered by any person or persons (including protected parties of HOST). The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this agreement, whether by expiration of time, by operation of law or otherwise

13. **EFFECTIVE DATE:** This Agreement will become effective as of the date it is signed by both parties and will stay in force for the duration of the Conference covered by this contract.

14. **TERMINATION:** This agreement can be terminated with 60 day notice and only by writing signed by both parties.

15. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, that provision will be omitted; however, the remaining provisions of this agreement shall remain in full force and effect.

16. Conditions arising which are not specifically referenced hereunder shall be established trade customs.

17. This agreement shall be construed and interpreted in accordance with the Law of the State of Florida.

18. Jurisdiction and venue with regard to any dispute arising out of this agreement shall be in Orange County, Florida.

19. This agreement may be amended only through written mutual consent executed by both parties hereto.

WITNESS our signatures this the ____ day of _____, 2009

ILDA :

HOST:

Patrick Murphy
Executive Director

Name and title

Witness

Witness

SCHEDULE I

Specifications for the 2009 Conference,

The undersigned accept this schedule as stated above as part of the contract.

ILDA:

HOST:

Patrick Murphy
Executive Director

Name

SCHEDULE II

ILDA Conference positions. Please note that all positions are on a volunteer basis only and may or may not be appointed.

Show Producer: A person who takes charges and oversees the creation of the award ceremony, including but not limited to, show timeline, selection of award presenters, selection of master of ceremonies, creation of the script for the show, creation and/or provision of visual material to be presented (PowerPoint title slides, videos of award entries).

Technical Director: A person who takes charge and oversees technical details of the actual production, including but not limited to interfacing with equipment sponsors and other donated equipment to guarantee all will work together, to produce technically drawing of installation at conference venue, secure and supervise production crew, and secure, install and check all equipment needed for the production. This includes both laser-specific equipment, and general audiovisual equipment such as sound system, video projectors, etc.

Laser Safety Officer:

The undersigned accept this schedule as stated above as part of the contract.

ILDA:

HOST:

Patrick Murphy
Executive Director

Name