



2008 Masonry Construction's Challenge –Bricklayer 500 National Competition

The BRICKLAYER 500® National Competition will be a featured event at the sixth annual Masonry Construction's Challenge at World of Concrete/World of Masonry. Held in the Las Vegas Convention Center's Gold Lot, the Bricklayer 500 competition will take place Wednesday, January 23, 2008 with a rain date of Thursday, January 24, 2007.

The contest will start with the TOUGHEST TENDER® Competition at 11:30 a.m. PST, followed by the BRICKLAYER 500 at approximately 12:00 p.m. PST. If weather delayed, the same start times apply for January 24, 2007. , Inc. will be allowed set-up access to the competition space in the Gold Lot starting Thursday, January 17, 2008 and use of the competition space runs the duration of the show (move out is Friday, January 25, 2007).

MASONRY CONSTRUCTION'S CHALLENGE, BRICKLAYER 500 NATIONAL COMPETITION – SPONSOR BENEFITS

<u>BENEFIT</u>	<u>VALUE</u>
Event shall take place Wednesday, January 23 with a rain date of January 24, 2008.	
Competition area provided by MASONRY CONSTRUCTION shall be 200' x 200'	\$393,750
*All layout and placement subject to approval by Hanley Wood Exhibitions	
On-site event materials provided by Hanley Wood Business Media	\$15,600
<ul style="list-style-type: none"> ▪ Five bleachers for spectators (Each bleacher seats 300 people.) ▪ One draped table and four chairs ▪ One electrical generator and electrical cords ▪ Bike rail fencing for entire lot area ▪ Ground covering materials for competition area ▪ One 10' x 10' tent for registration and pre-qualification for competitors 	

Special Event Prospectus



- On-site general labor and clean-up of contest area
- All other materials shall be provided by Sponsor at Sponsor's sole cost and expense.

Premier Sponsor recognition on one large event banner **\$2,500**
at World of Concrete, placement to be determined by Hanley
Wood Business Media.

- Approved logo to be provided by Sponsor in EPS-vector format by September 1, 2007. Hanley Wood Business Media will design and produce the banner.

Editorial coverage in Hanley Wood's Commercial Group **INVALUABLE**
Network of Magazines including:

- Editorial coverage, with preferred placement decided by MASONRY CONSTRUCTION's editorial staff, in each of three issues of WOC Daily News
- Editorial coverage in the November/December and January issues of MASONRY CONSTRUCTION. The magazine will also publish a feature story about the event, in a spring 2008 issue.

Editorial coverage on Hanley Wood's Commercial Group **INVALUABLE**
Network of Magazine Web sites including

- MASONRY CONSTRUCTION Online

Premier Sponsor recognition in print advertisements **\$70,400**

Sponsor logo will appear on advertisements provided signed Sponsor contract and logo in correct eps-vector format are received by September 15, 2007.

- Full-page event advertisement* in MASONRY CONSTRUCTION, (November/December, and January issues).
- Full-page event advertisement in the WOC PRE-SHOW PLANNER.
- Full-page event advertisement in the WOC PROGRAM & EXHIBITS GUIDE.
- Junior-page event advertisement in each of three issues of WOC DAILY NEWS.

All of the foregoing advertisements shall be designed, developed and produced by Hanley Wood Business Media Marketing and cannot be substituted with Sponsor product ads.

Special Event Prospectus



Premier Sponsor recognition on flyers produced by Hanley Wood Marketing to be distributed at World of Concrete	\$750
Free World of Concrete/World of Masonry Exhibits Only passes and Gold Lot access will be provided for all BRICKLAYER 500 competitors and up to 2 additional family members per competitor.	\$1,000
The ability to place one competition banner within the Event area at Sponsor cost	\$2,500
<ul style="list-style-type: none"> ▪ Banner design and format shall include MASONRY CONSTRUCTION logo in a premier Sponsor location. Hanley Wood Marketing will provide the approved logo for MASONRY CONSTRUCTION in EPS-vector format upon request. Banner design, size and material shall be submitted no later by November 1, 2007 to Hanley Wood Business Media and Hanley Wood Exhibitions for their approval, to be given or withheld in Hanley Wood's sole discretion. ▪ All additional event sponsorship signage must be smaller or less prominent than Hanley Wood signage. 	
Total Sponsorship Value	\$485,500+



Sponsor Agreement

2008 Masonry Construction's Challenge (the "Event")

Date: January 22-24, 2008

Place: Las Vegas Convention Center, Las Vegas

Sponsorship Cost: \$50,000 net

This Sponsorship Agreement (the "Agreement") is made as of the ____ day of _____, 2007 by and between **Hanley Wood Business Media** ("HWBM") and ("Sponsor").

I. Sponsorship Benefits

- Sponsor logo will appear on all Event promotional materials, including advertisements and signage, provided signed Sponsor contract and logo in correct eps-vector format are received by September 15, 2007.
- Sponsor logo will appear on World of Concrete Web site 10 days after receipt of approved Sponsor logo in correct eps-vector format.
- Two full-page event advertisements in MASONRY CONSTRUCTION, (November/December and January issues).
- One full-page event advertisement in the WOC PRE-SHOW PLANNER, which is mailed to all registered attendees in December.
- One full-page event advertisement in the WOC PROGRAM & EXHIBITS GUIDE.
- Junior-page event advertisement in each of three issues of WOC DAILY NEWS.
- Additional advertisements may run on a space available basis.

All of the foregoing advertisements shall be designed, developed and produced by Hanley Wood Business Media Marketing and cannot be substituted with Sponsor product ads.

- Dedicated lot (150 x 175), event materials and labor provided by HWBM (the "HWBM Materials")

Masonry Construction's Challenge Contract



- Editorial coverage of Event in Hanley Wood's Commercial Group Network of Magazines including MASONRY CONSTRUCTION and WOC PRE-SHOW PLANNER and WOC DAILY NEWS.
- Editorial coverage of Event on Hanley Wood's Commercial Group Network of Web sites including MASONRY CONSTRUCTION Online.

II. Payment

Sponsor in addition to any other obligations on its part set forth in this agreement, shall pay to HWBM a non-refundable fee in the amount of **Fifty Thousand Dollars (\$50,000)** (the "Payment"). The Payment shall be payable by Sponsor to Hanley Wood Business Media, One Thomas Circle NW, Suite 600, 20005. Payment must be received Sixty Days (60) prior to event execution date.

Sponsorship of the Masonry Construction's Challenge is non-cancelable.

III. Trademark License

Sponsor hereby grants to HWBM a non-exclusive, nonassignable (except as provided herein), royalty-free license throughout the world to use and display the Sponsor's name and logo solely in connection with the Event as contemplated herein. HWBM will use consistently, the correct logo and trademark title of BRICKLAYER 500 in all advertising, content and display signage.

IV. Insurance

Sponsorship shall procure and maintain, at its own expense, and for a period of two (2) years after the Event, (a) Workmen's Compensation Insurance, to the extent required by law, covering all persons employed by Sponsor in connection with the Event, and (b) Commercial General Liability Insurance including Contractual Liability Insurance covering all liability assumed in this Agreement by Sponsor under this Agreement, insuring against claims for personal injury (including bodily injury or death) and for property damage caused by, resulting from, arising out of or occurring in connection with the Event and any incidental damages related thereto. Such insurance coverage shall not be less than Five Million Dollars (\$5,000,000) per occurrence with a Five Million Dollars (\$5,000,000) combined single limit, personal injury (including bodily injury) and property damage and any incidental damages related thereto. Sponsor shall add [HW] as an additional insured to such policy and shall deliver certificates thereof to [HW] prior to the Event that shall provide for thirty (30) days' prior written notice to [HW] of modification or cancellation of any such policy.

V. Indemnification

Sponsor shall indemnify, defend and hold HWBM (and its officers, directors, shareholders, agents, representatives, affiliates, partners, employees and agents harmless from and against all claims, liabilities, damages, demands, costs, fees,

Masonry Construction's Challenge Contract



finances, penalties, other expenses, suits, proceedings, actions and causes of action of any and every kind and nature (including reasonable attorneys' fees) payable or paid by the indemnified party to a third party (collectively, "Claims") arising out of, in connection with or as a result of the Event and the use of the Sponsor's logo or trademarks by HWBM as authorized herein, other than Claims arising out of or in connection with the HWBM Materials.

VI. Disclaimer of Representations and Warranties/Limitation of Liability

Except as expressly set forth herein, HWBM hereby disclaims all representations and warranties of any kind or nature, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

In no event shall HWBM be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, costs, expenses, losses or lost profits arising out of or in connection with the event and the show, event if advised of the possibility thereof. The provisions of this section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort or otherwise.

VII. Miscellaneous

- Each party represents and warrants to the other that (i) this Agreement has been duly authorized, executed and delivered by it, (ii) it has the full power and authority and is free to enter into this Agreement and to perform its obligations hereunder, (iii) this Agreement constitutes its valid and binding obligation, enforceable in accordance with its terms, (iv) the making of this Agreement does not violate any agreement, right or obligation existing between it and any other person, firm or corporation, and (v) it has all licenses and permits necessary to perform its obligations under this Agreement.
- Sponsor acknowledges and agrees that in order to sponsor any event at the World of Concrete, Sponsor must be a registered exhibitor at the Show. Sponsor further acknowledges and agrees that no private functions with attendees outside of the conference programming shall be permitted.
- Sponsorship of the Event may not be terminated or canceled by Sponsor for any reason.
- Sponsor will have full constitution in determining cash and sponsor prizes for the winners of the BRICKLAYER 500.
- Sponsor will have access to, and permission to reproduce in all BRICKLAYER 500 media, photos taken by MASONRY CONSTRUCTION

Masonry Construction's Challenge Contract



magazine photographers gratis within 30 days of the contest date. Excludes the photo(s) selected by MASONRY CONSTRUCTION magazine for their June 2007 cover feature.

- Sponsor will provide list of sponsoring companies to HWBM by November 30, 2007.
- Sponsor will provide HWBM with copies of all marketing materials and press releases prior to printing and/or public release.
- Sponsor acknowledges and agrees that any materials need beyond the HW Materials listed above, will be the sole cost and expense of the Sponsor.
- All notices, statements and payments to be sent to the parties hereunder shall be addressed to the parties at the addresses set forth below or at such other address as the parties shall designate in writing from time to time. All notices shall be in writing and shall either be served by personal delivery (to an officer of each company), mail, or facsimile (if confirmed by mail or personal delivery of the hard copy), all charges prepaid. Except as otherwise provided herein, such notices shall be deemed given when received.
- Sponsor may not assign the Agreement or any of its rights or obligations hereunder without the prior written consent of HWBM. HWBM may assign the Agreement and/or any of its rights or obligations hereunder. Any assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon all successors and permitted assigns of the parties.
- The entire understandings between the parties hereto relating to the subject matter hereof are contained in this Agreement and the schedules attached hereto which are hereby made a part of this Agreement, and this Agreement supersedes all prior and contemporaneous communications and agreements with respect to such subject matter. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement. This Agreement cannot be changed, modified, amended or terminated except by an instrument in writing executed by both parties.
- No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the party charged therewith. No written waiver shall excuse the performance of any act other than those specifically referred to therein and shall not be deemed or construed to be a waiver of such terms or conditions for the future or any subsequent breach thereof.

Masonry Construction's Challenge Contract



- There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party shall have any right, power or authority to obligate or bind the other in any manner whatsoever, except as provided for in this Agreement, and nothing herein contained shall give or is intended to give any rights of any kind to any third persons.
- This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of New York excluding the conflict of laws principles thereof. Each party hereby irrevocably and unconditionally accepts, and agrees to submit to, the exclusive jurisdiction of any state or federal court in the State of New York in respect of any dispute arising out of, based upon, or relating to, this Agreement.
- If any provision of this Agreement or any part, portion or the scope of any such provision is or becomes or is deemed invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, then either such provision or part, portion or scope shall be deemed amended to conform to such laws or regulations without materially altering the intention of the parties or it shall be stricken and the remainder of this Agreement shall remain in full force and effect.
- Except for the obligation for Sponsor to make the Payment hereunder, each party shall be relieved of the obligations hereunder to the extent that performance is delayed or prevented by any cause beyond its reasonable control, including without limitation, acts of God, public enemies, war, civil disorder, fire, flood, explosion, labor disputes or strikes or any acts or orders of any governmental authority.
- This Agreement may be executed in counterparts, each of which shall be deemed an original Agreement for all purposes and which collectively shall constitute one and the same Agreement. A facsimile copy of any such executed counterpart shall be deemed an executed original.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

 Authorized by (please print your name)

 Authorized Signature Date
