

# THE MOTIVATION SHOW

Business Solutions that Motivate People<sup>SM</sup>

Sept. 29, 30, Oct. 1, 2009 • Chicago, IL USA

## NPS APPLICATION

**INSTRUCTIONS:** Type or print this application and complete all sections. Make a copy for your files. **Sign and return the application including a 10% deposit check made payable to The National Premium Show, Inc., Dept. 20-1061, P.O. Box 5940, Carol Stream, Illinois 60197-5940 USA. Applications received after June 13, 2009 must include 50% deposit. Final payments are due September 15, 2009. Applications received after September 15, 2009 must include full payment.**

The undersigned (hereinafter, called the "exhibitor") hereby applies for exhibit space in The Motivation Show—the 76th National Premium/Incentive Show (NP/IS) and the 37th Incentive Travel & Meeting Executives Show (IT&ME)—scheduled to be held September 29, 30, October 1, 2009, at McCormick Place South, Chicago, Illinois, USA.

### 1

#### COMPANY INFORMATION:

Alphabetize company name under letter .

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_

Web Address: \_\_\_\_\_

### 2

#### CONTACT INFORMATION:

**A.) Exhibit Contact:** individual to receive all information on exhibit logistics and operations, including the online Exhibitor Service Manual, Newsletters, and Bulletins.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**B.) Promotion Contact:** individual to receive all information on promotion, advertising and sponsorship opportunities.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### FOR OFFICE USE ONLY

Seniority \_\_\_\_\_ Sq. Ft. \_\_\_\_\_

Booth No. \_\_\_\_\_ Corner(s) \_\_\_\_\_

Accepted by The Motivation Show

(For Hall-Erickson, Inc., Managing Director)

Date \_\_\_\_\_

### 3

**EXHIBIT SPACE PREFERENCE:** Indicate your preference for location, configuration and size of exhibit space.

**A.) Location:** The Motivation Show consists of the National Premium/Incentive Show (merchandise) and the Incentive Travel & Meeting Executives Show (travel & meeting services). Indicate in which area you wish to be located:

#### 1. National Premium/Incentive Show (NP/IS)

- General Exhibit Area    Gift Card Pavilion    Travel Goods Pavilion  
 Engagement Pavilion

#### 2. Incentive Travel & Meeting Executives Show (IT&ME):

- Corporate Section    Cruise Pavilion    Adventure Travel Section  
 Europe Section    Caribbean Section    Asia/Pacific Section  
 Africa Section    Latin America Section    North America Section

**B.) Configuration:** review the Display Rules & Regulations (section F) prior to indicating configuration. Please fill out the following exhibit space measurements for your booth assignment.

What type of booth configuration are you requesting?

- In-Line (8' height)    Perimeter (12' height)  
 Island (4 corners, 16' height)

FEET DEEP	X	FEET WIDE (FRONTAGE)	=	TOTAL SQUARE FEET
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Please specify booth numbers in order of preference.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Please **do not** locate our booth near these companies

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

### 4

**EXHIBIT SPACE RENTAL:** The standard exhibit space rental fee is **\$25.00** per net square foot. There is a **\$250.00** charge for each corner. A **10%** deposit of the total amount below, payable in U.S. Funds, must be enclosed with this application. 50% of the total amount is due by **June 13, 2009. Applications received after this September 15, 2009 must include full payment.**

#### EXHIBIT SPACE ONLY:

TOTAL SQUARE FEET	AMOUNT
<b>X \$25.00</b>	\$

NUMBER OF CORNERS	AMOUNT
<b>X \$250.00</b>	\$

#### SHELL SCHEME RENTAL (OPTIONAL):

TOTAL SQUARE FEET	AMOUNT
<b>X \$14.50</b>	\$

#### 365 EXHIBITOR DIGITAL LISTING (OPTIONAL):

NUMBER OF LISTINGS	AMOUNT
<b>X \$95.00</b>	\$

**On or after 9/15/09  
submit application  
with Total Amount.**

TOTAL AMOUNT
\$

50% DEPOSIT
\$

### 5

**This contract shall not be binding unless and until it is accepted and approved in writing by The Motivation Show.** When accepted by The Motivation Show, a confirmation will be emailed to your attention. The rules and regulations printed on the reverse side hereof shall constitute part of this contract and the exhibitor agrees to abide and conform thereto. In witness whereof, applicant has caused this contract to be signed by an officer of the company or person duly authorized.

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**By signing this contract, exhibitor agrees to receive materials by fax, email, and U.S. Mail from The Motivation Show and its representatives/agents.**

# The Motivation Show • September 29, 30, October 1, 2009 • McCormick Place, Chicago, IL USA

## RULES and REGULATIONS

Upon acceptance of the application, the exhibitor shall be bound by the rules and regulations set forth herein, by the rules and regulations of McCormick Place, and by such amendments or additional rules and regulations which may be established either by The National Premium Show, Inc., or by McCormick Place. The National Premium Show, Inc. shall furnish to any exhibitor upon request a copy of the McCormick Place rules and regulations.

**A. Eligibility to Exhibit**—All manufacturers or suppliers of a product or service used in the planning or delivery of a premium/incentive or meeting program.

**B. Products and Services to be Exhibited**—No exhibitor shall exhibit, or permit to be exhibited in the space allotted to him any goods or services other than those specified in the application when approved by The National Premium Show, Inc., nor shall he exhibit or permit to be exhibited therein, displays or advertising material of any sort bearing any name or form of advertisement other than his own.

**C. Space Usage, Allocation and Assignment**—The space applied for is to be used solely for the exhibitor whose name appears on the application, and it is agreed that the applicant will not assign, sublet, or apportion the whole or any part of the space allotted. Furthermore, the exhibitor agrees that the Managing Director has sole authority over the assignment of exhibit space, and may be required to change the exhibitors confirmed exhibit space in order to accommodate the needs of the Show. In the event the exhibitor's booth number is changed, the exhibitor will be notified promptly by the Managing Director.

**D. Payment and Cancellation/Reduction of Exhibit Space**—All space shall be paid for at the rate of \$25.00 (U.S. Funds) per net square foot, plus \$250 for each open corner, on-site only. A 10% deposit of the total space rental charge must be included at the time the contract is submitted and 50% is due on or before June 13, 2009. Applications received after September 15, 2009 must include full payment. Upon acceptance of this application by the National Premium Show, Inc., it shall be a legally binding contract between the exhibitor and The National Premium Show, Inc., provided that either party may cancel this contract on condition that written notice of such cancellation is received by the remaining party at least 90 days prior to the scheduled opening date of the Show as provided herein; and further provided that amount of rental paid will be refunded less \$250.00 administrative/cancellation fee only on condition that such cancellation is made by The National Premium Show, Inc. For cancellations occurring less than 90 days prior to the scheduled opening date of the Show, The National Premium Show, Inc., will be entitled to retain or collect 100% of the exhibitor's total contract obligation. The acceptance by The National Premium Show, Inc., or the Managing Director of a deposit with an application does not in any way constitute acceptance of the application or a grant of permission to exhibit. If an application is denied, a full refund of the deposit will be made promptly. The applicant agrees that in the event space of greater square footage is selected, assigned or allotted to it at its request or with its consent, it will pay the additional amount required promptly upon receipt of notice to that effect; and, if space of less square footage is assigned, it will accept a refund based upon the reduced square footage.

**E. Standard Booth Equipment**—Space rental shall include a drape background 8' high along the back line with side rails 33" high and uniform identification sign 7" x 44" showing firm name. Width of all spaces shown on the official floor plan is from center of side rails and depth is overall measurement from face of the front post to back of rear post.

**F. Exhibit and Display Rules & Regulations**—The Managing Director reserves the right to approve all exhibits and activities related thereto. All standard booth displays will be confined to a maximum height of 8'3" and all display fixtures more than 4' in height and placed within 10 lineal feet of an adjoining exhibit, must be confined to that area of the exhibitor's space which is at least 5'

from the aisle line. Island displays are permitted to a maximum height of 16' when plans are submitted and approved by the Managing Director at least 60 days prior to the opening of the Show. All open or unfinished sides are to be covered at exhibitor's expense so as not to appear unsightly. The exhibit shall not obstruct the view of adjoining exhibits nor be operated in any manner objectionable to other exhibitors. All lighting within the exhibit must be arranged and operated so as not to be distracting to adjacent exhibits. The operation of audio equipment or other sound devices operated in an objectionable manner in the opinion of The National Premium Show, Inc., shall be prohibited.

**G. Multi-Story Exhibit Regulations**—All multi-story exhibits, regardless of whether people will occupy the upper area or not, must have drawings available for inspection by the Managing Director, the installation and dismantling contractor, the exhibitor and governmental authority during the time the exhibit is being erected, exhibited and dismantled at the Show site that includes a signature or stamp of a reviewing structural engineer indicating that the structure design is properly engineered for its proposed use, and a signature of an authorized official of the exhibit building company indicating that the structure is built in compliance with the details and specifications set forth on the drawings. Signs must also be posted indicating the maximum number of people the structure will accommodate.

**H. Contests, Promotions, Models and Literature Distribution**—Exhibitor shall not permit exhibitions, raffles, donations or other promotional measures that require guests to be present at a specified location and time, and all promotional plans must be approved by The National Premium Show, Inc., no later than 60 days prior to the Show. Catalogs, souvenirs, literature, printed matter or any other items to be distributed at the Show are subject to approval by The National Premium Show, Inc. Any material not approved by The National Premium Show, Inc., shall not be distributed. Uniformed attendants, models and other employees must be dressed in good taste and remain in spaces occupied by their employers, and any and all distribution must be made from the exhibitor's rented booth space. The National Premium Show, Inc. does not in any manner endorse any of the products or services displayed or promoted by exhibitors.

**I. Fire Regulations**—All materials used for decorative purposes shall be flameproof. Crepe paper, corrugated paper, cardboard, or other combustible materials shall be prohibited. Explosive and inflammable materials which conflict with the Underwriter's Fire Prevention or Chicago Fire Department rules shall not be permitted.

**J. Installation of Exhibits**—Installation of exhibits may begin at 12:30 PM, Friday, September 25, 2009, and must be completed by 6:00 PM, Monday September 28, 2009. Each exhibitor agrees that any display materials received by The National Premium Show, Inc., the Managing Director and/or McCormick Place prior the installation of the exhibit will be stored at the exhibitor's sole risk and expense. Shipments cannot and will not be received at McCormick Place prior to 12:30 PM, Friday September 25 and must be PREPAID.

**K. Dismantling of Exhibits**—Dismantling of exhibits may begin at 2:00 PM Thursday, October 1, 2009, and must be completed by 12:00 Noon Friday October 2, 2009. No exhibitor shall have the right prior to the closing of the Show to pack or remove articles on exhibit without the permission and approval in writing of The National Premium Show, Inc. The exhibitor agrees that The National Premium Show, Inc., and the Managing Director shall, without incurring any liability for damage or loss, have the right to dismantle and pack any property of any exhibitor who has failed to do so in the time allotted, or to order such work done at the sole expense of the exhibitor. The exhibitor further agrees that the Managing Director, at its sole discretion, shall have the right and authority to clear from the premises any exhibit material or other

*Continued on Page 4*

**PRODUCTS AND SERVICES TO BE EXHIBITED:** To aid The Motivation Show in assigning exhibit space, and to determine eligibility to exhibit, please check the categories that best describe the products/services you will be promoting in the exhibit location you have requested (No. 3A.—Exhibit Space Preference—Location).

1.) For exhibitors who have requested to be located in the **National Premium/Incentive Show (NP/IS)**

**PRODUCT CATEGORIES:**

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> Apparel                 | <input type="checkbox"/> Electronics      | <input type="checkbox"/> Leather Goods & Accessories | <input type="checkbox"/> Recreation/Leisure       |
| <input type="checkbox"/> Appliances              | <input type="checkbox"/> Food/Beverage    | <input type="checkbox"/> Linens/Domestics            | <input type="checkbox"/> Security/Safety          |
| <input type="checkbox"/> Automotive              | <input type="checkbox"/> Gift Card        | <input type="checkbox"/> Luggage                     | <input type="checkbox"/> Smokers' Products        |
| <input type="checkbox"/> Awards/Trophies         | <input type="checkbox"/> Giftware         | <input type="checkbox"/> Office Equipment            | <input type="checkbox"/> Sporting Goods           |
| <input type="checkbox"/> Books/Tapes/CD's        | <input type="checkbox"/> Health/Beauty    | <input type="checkbox"/> Optical Goods               | <input type="checkbox"/> Telephone/Communications |
| <input type="checkbox"/> Cameras                 | <input type="checkbox"/> Home Furnishings | <input type="checkbox"/> Patio                       | <input type="checkbox"/> Tools/Hardware           |
| <input type="checkbox"/> Cleaning and Floor Care | <input type="checkbox"/> Housewares       | <input type="checkbox"/> Personal Accessories        | <input type="checkbox"/> Toys/Games               |
| <input type="checkbox"/> Clocks                  | <input type="checkbox"/> Inflatables      | <input type="checkbox"/> Personal Care               | <input type="checkbox"/> Travel Specialties       |
| <input type="checkbox"/> Computers               | <input type="checkbox"/> Jewelry          | <input type="checkbox"/> Pet Supplies                | <input type="checkbox"/> Watches                  |
| <input type="checkbox"/> Crafts/Hobbies          | <input type="checkbox"/> Lawn/Garden      |  | <input type="checkbox"/> Writing Instruments      |

**SERVICE CATEGORIES:**

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> #800 Availability          | <input type="checkbox"/> Event Planning                 | <input type="checkbox"/> Meeting Planning        | <input type="checkbox"/> Program Consultation    |
| <input type="checkbox"/> Association—Not-for-Profit | <input type="checkbox"/> Full Service Incentive Company | <input type="checkbox"/> Merchandise Sourcing    | <input type="checkbox"/> Strategic Design        |
| <input type="checkbox"/> Communication              | <input type="checkbox"/> Internet Services              | <input type="checkbox"/> Online Technology       | <input type="checkbox"/> Training                |
| <input type="checkbox"/> Consumer Promotion         | <input type="checkbox"/> Measurement/Tracking           | <input type="checkbox"/> Performance Improvement | <input type="checkbox"/> Trade Publications      |
| <input type="checkbox"/> Direct Marketing           |   | <input type="checkbox"/> Promotion Materials     | <input type="checkbox"/> Warehousing Fulfillment |

2.) For exhibitors who have requested to be located in the **Incentive Travel & Meeting Executives Show (IT&ME):**

- |  |  |   |  |
|--|--|---|--|
| <b>Accommodations</b>  | <b>Incentive Companies</b>   | <b>Meeting Services (cont'd)</b>  | <b>Supporting Organizations</b>                        |
| <input type="checkbox"/> Hotels/Resorts                          | <input type="checkbox"/> Full Service Incentive Marketing Company                          | <input type="checkbox"/> Meeting Consultant/Independent Planner/PCO       | <input type="checkbox"/> Attractions                   |
| <input type="checkbox"/> Hotel Representation Firm               | <input type="checkbox"/> Full Service Incentive House Incentive Travel Fulfillment Company | <input type="checkbox"/> Meeting Materials (Badges, Folios, Etc.)         | <input type="checkbox"/> Theme Parks                   |
| <input type="checkbox"/> <b>Adventure Travel</b>                 | <input type="checkbox"/> Travel Agency/Incentive Division                                  | <input type="checkbox"/> Speakers Bureau/Speakers                         | <input type="checkbox"/> Restaurant/Caterer            |
| <input type="checkbox"/> <b>Association—Not-for-Profit</b>       |  | <input type="checkbox"/> Staging/Lighting/Sound/Production                | <input type="checkbox"/> <b>Trade Publications</b>     |
| <input type="checkbox"/> <b>Conference/Convention Centers</b>    | <b>Meeting Services</b>  | <input type="checkbox"/> Teleconferencing/Videoconferencing               | <input type="checkbox"/> <b>Transportation</b>         |
| <input type="checkbox"/> <b>Cruise Lines/Yacht Charters</b>      | <input type="checkbox"/> Audiovisual   | <input type="checkbox"/> Trade Show Services                              | <input type="checkbox"/> Airlines                      |
| <input type="checkbox"/> <b>Destination Management Companies</b> | <input type="checkbox"/> Equipment/Programming   | <input type="checkbox"/> Translation/Simultaneous Interpretation Services | <input type="checkbox"/> Motorcoaches                  |
| <input type="checkbox"/> <b>Ground Logistics</b>                 | <input type="checkbox"/> Convention Services   | <b>Official Tourist Organizations</b>                                     | <input type="checkbox"/> Railroads                     |
| <input type="checkbox"/> Ground Operator                         | <input type="checkbox"/> Decorating/Exhibit Service  | <input type="checkbox"/> Tourist Office                                   | <input type="checkbox"/> Rental Cars/Leases/Limousines |
| <input type="checkbox"/> Tour Operator                           | <input type="checkbox"/> Entertainment/Entertainment Agent                                 | <input type="checkbox"/> Convention and Visitors Bureau                   | <input type="checkbox"/> <b>Travel Services</b>        |
| <input type="checkbox"/> Travel Agency                           |  |   |  |

**MAIL APPLICATION AND DEPOSIT TO:**

National Premium Show, Inc., Dept. 20-1061, P.O. Box 5940, Carol Stream, IL 60197-5940, USA

Send correspondence to: Hall-Erickson, Inc., 98 E. Chicago Avenue, Suite 201, Westmont, IL 60559-1559, USA  
phone: 630-434-7779 • fax: 630-434-1216 • e-mail: moti@heiexpo.com

property of the exhibitor for which sufficient shipping arrangements have not been made, to designated carriers for its return, to send it to public or private storage, or to otherwise dispose of it, without incurring any liability therefore, and all costs of such removal, return, storage and other disposition shall be charged to and promptly paid by the exhibitor.

- L. Badges and Exhibit Personnel**—Admission will be by badge only. Identification badges are not transferable. The exhibitor shall have an authorized representative present at the Show throughout all exhibit periods and during the installation and dismantling of his exhibit. The name of the authorized representative shall be furnished to The National Premium Show, Inc., not less than 60 days before the opening date of the Show. Any exhibitor lending badges to or bringing into the Show unauthorized persons under false representation is subject to immediate removal from the Show, and the exhibitor and such unauthorized persons may be barred from further participation in the Show and attendance at future shows.
- M. Union Labor and Work Agreements**—The exhibitor hereby agrees to abide by all agreements made between the unions, The National Premium Show, Inc., its agents and the McCormick Place pertaining to the use of local union labor while in McCormick Place.
- N. Use of a Non-Official Service Contractor**—The exhibitor hereby agrees not to contract for, nor to use, any services in connection with its exhibit within McCormick Place except such as shall be made available or approved by The National Premium Show, Inc., not less than sixty days before the opening date of the Show. The exhibitor shall supply to The National Premium Show, Inc., the names of any persons or organizations other than those designated as official contractors in the Exhibitor Manual, who are proposed for the performance of any services for the exhibitor.
- O. Direct Sales**—The Motivation Show is for educational and information purposes. No retail sales are allowed within the exhibit area at any time, but orders may be taken for future delivery.
- P. Social Functions**—Exhibitors may conduct social functions in public areas of the McCormick Place which do not conflict with scheduled programs or activities of The National Premium Show, Inc. No exhibitor shall conduct or sponsor during published Show hours any banquet, breakfast, luncheon, party or other function for attendees or those who have been invited to attend The Motivation Show, without the written approval of The National Premium Show, Inc.
- Q. Children**—No child 18 years of age or under will be permitted on the Show floor at any time regardless of affiliation or circumstances. This rule applies to exhibitors as well as attendees.
- R. Liability and Security**—The National Premium Show, Inc., The Motivation Show, the Managing Director, and their respective directors, officers, employees, agents, representatives and successors shall not be liable for, and are hereby released from, any claims, liabilities, losses, damages, costs or expenses relating to or arising out of any injury to any personnel of exhibitor or to any other person or any loss of or damage to any property of exhibitor or any other property where such injury, loss or damage is incident to, arises out of or is in any way connected with exhibitor's participation in The Motivation Show, and the exhibitor shall be responsible for any such injury, loss or damage any expenses relating thereto, and the exhibitor hereby agrees to protect, indemnify, hold harmless and defend The National Premium Show, Inc., The Motivation Show, the Managing Director, and their respective directors, officers, employees, agents, representatives and successors against all such claims, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees and costs of litigation; provided that the foregoing shall not apply to injury, loss or damage caused by or resulting from the sole negligence of The National Premium Show, Inc., the Managing Director, or their respective directors, officers, employees, agents or representatives. In addition to the foregoing, the exhibitor agrees that it will make no claim of any kind against

The National Premium Show, Inc., The Motivation Show, the Managing Director, or their respective directors, officers, employees, agents, representatives or successors for any injury, loss, cost or damage of any nature or character whatsoever, including, without limiting the foregoing, any claim for damage to the exhibitor's business by reason of the failure to hold the Show or to provide space for any exhibit or the removal of the exhibit, or for any action of The National Premium Show, Inc., the Managing Director, or their respective directors, officers, employees, agents or representatives in relation to the exhibit, the exhibitor or the Show.

- S. Insurance**—The National Premium Show, Inc., requires that each exhibitor maintain general public liability insurance against claims for personal injury, death or property damage incident to, arising out of or in any way connected with the exhibitor's participation in the Show in an amount of not less than one million dollars (\$1,000,000) for personal injury, death or property damage in any one occurrence. Such insurance maintained by the exhibitor must be issued by an insurance company with an A.M. Best rating A— or higher and shall include coverage of the indemnification obligations of the exhibitor under these rules and regulations, and shall name The National Premium Show, Inc., The Motivation Show and Hall-Erickson, Inc. as additional insureds on the general liability policy. Each exhibitor is required to carry workers compensation coverage protecting employees in accordance with the laws of the State of Illinois. Each exhibitor acknowledges that it is responsible for obtaining, for its protection and entirely at its expense, such property insurance for its exhibit and display materials as the exhibitor deems appropriate. Any policy providing such property insurance must contain an express waiver by the exhibitor's insurance company of any right of subrogation as to any claims against The National Premium Show, Inc., The Motivation Show, and Hall-Erickson, Inc. Nothing in this paragraph shall limit the amount of liability an exhibitor may be found responsible for.
- T. Cancellation of the Exposition**—Should any contingency interrupt or prevent the holding of The Motivation Show, The National Premium Show, Inc., will return such portion of the amount paid for space as may be determined to be equitable by The National Premium Show, Inc., after deduction of such amounts as may be necessary to cover expenses incurred by The National Premium Show, Inc., in connection with the Show. If for any reason, The National Premium Show, Inc., determines that the location of the Show should be changed or the dates of the Show postponed, no refund will be made but The National Premium Show, Inc., shall assign to the exhibitor, in lieu of the original space, such other space as The National Premium Show, Inc., deems appropriate and the exhibitor agrees to use such space under the same rules and regulations. The National Premium Show, Inc., shall not be financially liable or otherwise obligated in the event the Show is canceled, postponed or relocated except as provided herein.
- U. Music, Photographs and Other Copyrighted Material**—Each exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted material in exhibitor's booth or display. No exhibitor will be permitted to play, broadcast or have performed any music or use any other copyrighted material, such as photographs or other artistic works, without first presenting to The National Premium Show, Inc., proof satisfactory that the exhibitor has, or does not need, a license to use such music or copyrighted material. The National Premium Show, Inc., reserves the right to remove from the exhibit hall all or any part of any booth or display which incorporates music, photographs or other copyrighted material and for which the exhibitor fails to produce proof that the exhibitor holds all required licenses. The exhibitor shall remain liable for and shall indemnify and hold The National Premium Show, Inc., their agents and employees, harmless from all loss, cost, claims, causes of action, suits, damages, liability, expenses and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) by exhibitor, exhibitor's agents or employees of any patent, copyright or trade secret rights or privileges.