

# AUTO SERVICE/EXPO – Exhibit Space Rental Contract Terms and Conditions

I. Exhibitor shall be bound by the rules and regulations set forth herein and by such amendments or additional rules and regulations which may be established by the Show Producer, Automotive Shows International (hereinafter ASI). All terms and conditions of this Agreement shall be binding upon the parties, their heirs, representatives or assigns and cannot be varied or waived by any oral representation or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by duly authorized agent or agents of the parties who executed this Agreement.

II. Booth Space. The site of the show is specified in this Agreement. Exhibitor has applied for, and is subject to ASI's Rental Agreement with the show site, ASI does hereby grant the Exhibitor the exclusive permit to use the booth or booths listed in this Agreement for the display of products and services, deemed appropriate for the show by ASI, and for no other purpose during the show. In addition, ASI does permit the Exhibitor the nonexclusive use, in common with other exhibitors, of aisles and access ways but only during the move-in and move-out periods specified in this Agreement. Exhibitor agrees to comply with all rules and regulations of the show site. Violations of this Agreement shall result in the cancellation of this permit, the forfeiture of any advance or booth rental fee made by Exhibitor, and the removal of Exhibitor and its exhibit from the show site. Exhibitor agrees not to sublease any or all of the booth space rented in this Agreement. Any attempted "subleasing" of booth space shall constitute a material breach of this Agreement, for which advances and fees paid shall constitute liquidated monetary damages, and shall result in the cancellation of the permit granted herein. Admission to show shall be by ticket or badge only, and identification badges shall not be transferable. ASI reserves the right to rearrange Exhibitors and exhibit booth spaces to accommodate the best interests of the show.

III. Exhibit Booth Rental Fee. The exhibit booth rental fee shall be paid in one or more installments as specified in this Agreement. The first installment must accompany this Application/Agreement and the final installment must be made no later than 6 months prior to the first show day. Failure to make timely payment pursuant to this Agreement shall be material breach of this Agreement and shall effect cancellation of the permit granted herein. Upon such breach, Exhibitor shall forfeit its advance and exhibit fee and all rights related to the permit granted herein, and ASI reserves the right to allocate such forfeited space to other exhibitors. These remedies are in addition to any other contract or legal rights and remedies which may be available.

IV. Withdrawal. ASI shall withhold \$250 per booth, as a service charge, for any written cancellation of confirmed booth space received at least 120 days prior to the first show day. All payments made will be retained if written cancellation is received less than 120 days prior to the first show day.

V. Move-in and Move-out. Installation of displays by Exhibitor shall take place only during the move-in times specified by ASI. On the final move-in day, all materials must be moved into the exhibit booth area and out of the aisles by 1 hour prior to the end of the specified move-in time. Booth set up must be completed by the end of the specified move-in time. In no event shall the Exhibitor dismantle its exhibit or pack anything prior to the official show closing. Exhibitor shall dismantle its display as soon as practicable after the close of the show but only during the official move-out hours specified by ASI. In no event shall the Exhibitor allow its display or materials to remain in the show site beyond the official move-out time. At the expiration of the permit herein granted, at the end of the official move-out times, Exhibitor shall quit the premises of the show site and return to ASI all equipment and facilities procured from ASI, which premises, equipment, and facilities shall be in as good condition and repair as before Exhibitor's use thereof, wear from ordinary use being excepted. In the event Exhibitor fails to quit the premises with all Exhibitor's materials and property by the end of the official move-out time, then ASI may remove same without having any liability to Exhibitor, who shall nonetheless remain liable to ASI for any and all costs incurred in moving out, shipping and storing said property which becomes the property of ASI until all said costs are paid in full. Exhibitor agrees to abide by all of the terms and conditions of all labor contracts between show decorator, show site management, and labor unions. Exhibitor understands that union labor may be required to unload, move, setup, tear down, move display vehicles, and reload exhibits. Exhibitor agrees to pay these costs.

VI. Booth Regulations. Exhibitors shall not display any products, promotional materials, or advertisements relating to products or services other than those manufactured, marketed, provided, or sold by the Exhibitor. Retail sales are not allowed in the show. No bolts, screws, hooks, or nails shall be driven into or otherwise attached to the walls or floor of the show site. In addition, no decals or other adhesive display materials shall be applied or affixed to the walls or floor of the show site. All exhibits shall be free-standing. Exhibitor shall confine its activities to the booth space granted pursuant to this Agreement. In addition, no Exhibitor or any person acting by or for an Exhibitor shall permit an exhibit, the products displayed therein, signs, displays, promotional materials, advertisements, or refuse to obstruct the view of or access to aisles, stairways, or the displays of other exhibitors or otherwise occasion injury to or adversely affect the displays of other exhibitors. Exhibitor shall not obstruct the view of adjoining exhibits nor be operated in any manner objectionable to other exhibitors. All display fixtures over 4' high and placed within 8 linear feet of an adjoining exhibit must be confined to that area of the Exhibitor's space which is in the rear half of the booth space. Only employees and agents of the Exhibitor can be registered using Exhibitor badges.

VII. Conduct. Exhibitor warrants that it shall not directly or indirectly conduct or permit any illegal, improper, immoral, or objectionable activity in the show site. Should Exhibitor violate or permit the violation of this warranty, then the show site management and/or ASI may order the cessation of the activity, remove the activity, or cancel the permit herein granted. As used herein "activity" includes but is not limited to acts of persons, the display of things, conduct, and printed matter, and "objectionable" means objectionable to the show site management and/or ASI. ASI shall have no liability to such Exhibitor for the refund of fees, costs, and expenses, direct or indirect, of the offending Exhibitor. Exhibitor hereby expressly waives any right and all claim, action, and demand for damages, costs and expenses, including legal fees, against the show site management, show sponsor, show owner, ASI, their directors, officers, agents, employees, and servants for such removal or cancellation or both. The Exhibitor and any person acting by or for the Exhibitor shall not damage the displays of other exhibitors, the show site, or the property of others attending the show, but shall be liable to the owner for such damage and shall indemnify and hold harmless the show site management, show sponsor, show owner, ASI, their directors, officers, agents, employees, and servants against any and all claims, costs and expenses, including legal fees, demands, payments, actions, judgments, and liabilities of every kind and character whatsoever which may arise on account of Exhibitor's violation of this warranty.

VIII. Products. Exhibitor warrants that it shall not advertise or display any product intended for, or generally used in such a manner as to circumvent or violate state or federal law including, but not limited to, those relating to emissions control, noise control, or safety standards. ASI reserves the right to remove such advertisements or products which are, in the sole discretion of ASI, in violation of this warranty.

IX. Insurance. Exhibitor shall provide ASI proof of liability insurance coverage at the show site in the amount specified by the show site. Should Exhibitor wish to insure its display materials or elements thereof, including merchandise, Exhibitor shall secure such coverage at its own expense. Exhibitor shall not do or permit to be done anything in or upon any portion of the show site or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy held by ASI or the conditions of any insurance policy upon the show site or any part thereof, or in any way increase any rate of insurance upon the building or any property kept there. The Exhibitor shall not, without the prior written consent of ASI, put up or operate any engine, motor, or machinery in the show site or use or store therein oils, burning fluids, camphene, kerosene, naphtha, gasoline or other flammable, toxic, and corrosive materials.

X. Indemnity. Exhibitor agrees to conduct its activities within the show site so as not to endanger any person lawfully thereon or property therein and to defend, indemnify and save harmless ASI, the show sponsor, the show owner, the show site owner and management, their elected officials, directors, officers, agents, or employees, and servants against any and all claims, costs and expenses, including legal fees,

demands, payments, actions, judgments, and liabilities of every kind and character whatsoever arising out of the activities of the Exhibitor, its agents, patrons, or guests in the show site. If the show site, or a portion thereof shall be damaged through the terms of this Agreement by the act, default, or negligence of the Exhibitor, its agents, patrons, or guests or any person admitted to the show site by the Exhibitor, Exhibitor shall pay to ASI, the show sponsor, the show owner, and/or the show site management, upon demand, such sums as may, in total, be necessary to restore the show site to its present condition. Exhibitor hereby assumes full responsibility for the acts and conduct of all persons acting by or for the Exhibitor.

XI. Waiver of Liability. ASI, the show sponsor, and the show owner shall not be responsible for any damage or injury that may occur to Exhibitor or Exhibitor's agents, servants, employees, or property from any cause whatsoever and Exhibitor hereby expressly releases ASI, the show sponsor, and the show owner, their directors, officers, agents, employees, and servants from, and agrees to indemnify such persons against any and all claims, costs and expenses, including legal fees, demands, payments, actions, judgments, and liabilities of every kind and character whatsoever for any such loss, damage, or injury.

XII. Lost Articles. The show site management or its representatives shall have the sole right to collect and have custody of articles left in the building or parking lot by persons attending the show and Exhibitor shall not collect nor interfere with the collection or custody of such articles by the show site management.

XIII. Compliance with Local Law. Exhibitor shall comply with all laws of the United States, and the state, county, and city in which the show site is located, and, wherever applicable, all rules and regulations of the show site management.

XIV. Licenses. Exhibitor shall obtain all permits or licenses required by laws, ordinances, rules, and regulations mentioned herein and shall secure such permits, including union and trade organization clearances, and shall not permit any work to be done to the display space in the absence of such permits or licenses.

XV. Fire Regulations. All exhibit materials, drapes, hangings and decorations must be professionally flame proofed and subsequently approved by the fire marshal. Exhibitor shall ensure that displays, display materials, products, and the method of display conform with all applicable state and local statutes, ordinances, and regulations. In addition, Exhibitors shall secure, where necessary, any required permits, licenses, or insurance. Advance approval of ASI must be granted before Exhibitor may bring combustible materials or explosives into the building, or install or use any apparatus operated by gas, liquid, or other material in the show site. Exhibitor shall not allow its display to block the view of, or impede access to fire alarm boxes, fire hose cabinets, fire extinguishers, or other fire safety equipment. Violations of these regulations may result in the removal of the Exhibitor, and, at the sole discretion of ASI, the forfeiture of advances and exhibit fees made by the Exhibitor.

XVI. Security. ASI shall provide a 24-hour guard service for the surveillance of the exhibit hall only. Individual booth security, where desired, is the responsibility of and must be obtained by Exhibitor. No responsibility is assumed by ASI, the show sponsor, the show owner, or the show site management for goods delivered to the show site or for materials, displays, or products left in the premises after closing hours, and Exhibitor hereby expressly releases ASI, the show sponsor, the show owner, and the show site management, their directors, officers, agents, employees, and servants from liability for damage to and loss of such items.

XVII. Disruption of Show. In the event the show site or any part thereof shall be destroyed or damaged by fire or any other cause or if any casualty or any unforeseen occurrence, including but not limited to, Acts of God or Government, strikes or civil riot, shall render the fulfillment of this Agreement by ASI impractical or impossible, then and thereupon this Agreement and the permit herein granted shall terminate and Exhibitor shall receive a rebate of exhibit fees for that portion of the permit remaining after this Agreement shall have been terminated less Exhibitor's proportionate share of expenses incurred by ASI for the promotion and production of the show, and Exhibitor hereby waives any other claim for damages or compensation for such termination.

XVIII. Assignment. Assignment of this Agreement or any of the rights arising hereunder is hereby expressly prohibited except where this Agreement is assigned in connection with the sale or other transfer of the assignor's trade or business to the assignee, but such an assignee shall not display products or materials relating to products or services other than those manufactured, marketed, provided, or sold by the assignor. Any assignment in violation of this section constitutes a cancellation of this contract and a forfeiture of any advance or fee paid by Exhibitor.

XIX. Advertising and Promotional Materials. Exhibitor shall not, without the consent of ASI, distribute or permit to be distributed any advertising matter or program, including, but not limited to handouts, literature, souvenir items, and any and all promotional materials in or about the show site, including the parking lot, outside of the Exhibitor's allotted display space. Exhibitor shall not post any sign or poster of any description except where authorized by the show site management and ASI.

XX. Recording. No seminar or event presented at the show shall be broadcast or recorded for sale or distribution of any kind without the express written consent of ASI.

XXI. Copyright and Trademark Indemnification. Exhibitor warrants and represents that no music, literary, or artistic work or other property protected by trademark or copyright will be performed, reproduced, or used by Exhibitor during the show unless Exhibitor has previously obtained written permission from the copyright or trademark holder. Exhibitor warrants that it will strictly comply with all laws respecting common law and statutory copyrights and trademarks and the performance, reproduction and use of musical, literary and artistic works, privacy, and the use of names or likenesses of individuals. Exhibitor shall indemnify, save and hold harmless ASI, the show sponsor, the show owner, their directors, officers, agents, employees, and servants from and against all claims, costs and expenses, including legal fees, demands, payments, actions, judgments and liabilities of every kind and character whatsoever arising out of Exhibitor's breach of these warranties.

XXII. Governing Law. The parties agree that the law of the State of California shall govern the construction, interpretation, and enforcement of this Agreement. Any and all litigation shall be subject to a court of competent jurisdiction of the State of California, County of Orange.

XXIII. Hold Harmless. Exhibitor hereby expressly waives any right and all claims, action, and demand for damages, costs and expenses, including legal fees, resulting from any or all acts committed by ASI and/or the show sponsor in violation of this Agreement.

XXIV. This agreement may be executed in counter parts. Facsimile execution shall be deemed the same as original execution of signature.