

2011 APPLICATION AND CONTRACT

V-TWIN EXPO by EASYRIDERS - FEBRUARY 5, 6, 7, 2011

Please complete and return this application by **April 30, 2010** with the required (\$100 per 10'x10' booth) **non-refundable deposit** to V-TWIN EXPO by EASYRIDERS ("V-Twin Expo"). Booths in the V-TWIN EXPO are assigned on a first come, first served basis. 50% of balance is due June 4, 2010 and final balance is due November 5, 2010.

We, the undersigned, hereinafter referred to as Exhibitor, do hereby submit our application for the reservation of display space as an Exhibitor in the V-TWIN EXPO, subject to all terms, conditions and regulations governing the show and its production as set forth on the reverse side of this contract.

(Please type or print clearly) **All information is required.**

Date _____

CONTACT INFORMATION (This is where we will send show information.)

Parent Company _____ DBA _____

Street Address _____

City _____ State _____ Zip _____ Country _____

Name of person in charge of applicant's exhibit arrangements: _____

Phone _____ Cell Phone _____ Fax _____

E-mail Address _____

Authorized By (signature) _____ Print Name _____

TRADE SHOW GUIDE (This information will be copied exactly as you write it and used as your listing in the trade show guide.)

Company Name _____

Products to be listed _____

Phone _____ Contact Person _____

Web Address _____

Please add our company listing to the V-Twin News Yellow Page Section **FREE** of charge.

BOOTH LOCATIONS

2010 Booth Location (s) _____ Current number of booths _____ **First Time Exhibitor**

Requesting same booth location for next year Would like a new booth location for next year

Total Number of 10' x 10' Booths requested _____ **Booth Location Requested** _____

FEES AND DEPOSITS (Payments must be in U.S. funds)

BOOTH FEES: \$2,200 per single 10' x 10' booth | Corner Premium at \$250 | Peninsula Premium at \$350 | Island Premium at \$650

A \$100 (per 10' x 10' booth) non-refundable deposit must be received with this application for booth space to be considered.

Credit Card Holder Name _____

Credit Card #: _____ Expiration Date _____ CID Number _____

Please fill out and mail application along with your check or credit card info to:

V-TWIN EXPO: 9040 Foxline Dr, Corcoran, MN 55340

Sales: 952-443-4168 • Fax: 763-416-4347

Show Management: Toll Free in U.S. only 877-889-4697 - Other 763-420-8609

ACCEPTANCE: Reaction Management, Inc. ("Trade Show Management") has been engaged by Paisano Publications, LLC ("PPL") to manage the V-TWIN EXPO. PPL reserves the right to accept or reject this application for any reason. This application becomes a contract upon acceptance by PPL. You will receive a confirmation along with any additional instructions by mail.

_____ 10' x 10' booths at \$2,200 per \$ _____

_____ Corner Premium at \$250 \$ _____

_____ Peninsula Premium at \$350 \$ _____

_____ Island Premium at \$650 \$ _____

TOTAL CONTRACT PRICE \$ _____

Non-refundable deposit (\$100 per 10' X 10' booth) **-\$** _____

50% of balance due Friday, June 4, 2010 \$ _____

Final Balance due Friday, November 5, 2010 \$ _____

FOR SHOW MANAGEMENT USE ONLY DO NOT COMPLETE BELOW THIS LINE

Date _____

Time _____

Accepted by _____

**February 5 thru February 7, 2011, Duke Energy Convention Center, Cincinnati, Ohio
Important! Customer Keep Yellow Copy For Records.**



PLEASE READ! IMPORTANT INFORMATION

EXHIBIT SPACE RENTAL AGREEMENT

1. PAYMENT

A \$100 (per 10' x 10') non-refundable deposit shall be paid with contract acceptance by April 30, 2010. 50% of balance is due June 4, 2010 and final balance is due November 5, 2010 as specified on the front of this contract, and is a condition to the continued reservation of the space. ALL CANCELLATIONS MUST BE REQUESTED IN WRITING. Cancellations received 60 days prior to Trade Show (before Dec. 3, 2010) will result in a full refund. Payments will be forfeited if cancellations are received after 60 days prior to the Trade Show. Refunds will be paid 30 days after date of Trade Show.

2. CANCELLATION

PPL reserves the right to terminate this agreement at any time on the basis that Exhibitor has become delinquent in payments to PPL on account of advertising insertion orders, default in payment under this Agreement or other obligations to pay PPL.

3. EXHIBITS

Exhibits shall be so arranged as not to obstruct the general view nor hide the exhibits of others. Plans for specially built displays not in accordance with regulations must be submitted to Trade Show Management before construction is ordered.

BOOTH SPACE

Booth: Includes the following exhibit equipment:
8' high back drape, 36" high side rails.
Exhibit booth spaces are 10' x 10'.

STANDARD BOOTH EXHIBITS

Unless express written permission to the contrary is secured from Trade Show Management in advance, regular and specially built back walls for linear booths, including signs, may not exceed an overall height of 8' 3" and must be freestanding. Low side dividers between exhibits should not exceed 4' in height. If a high divider is desired, it shall not exceed 8' 3" in height not extend from the back wall more than 5'. See drawing.

Peninsula Space: Must be a minimum of 4 booth units per Show. Does not include any back walls. Peninsula space exhibit not to exceed maximum height limit of 16'. All peninsula exhibitors must submit renderings with dimensions to Trade Show Management for approval 60 days before the Trade Show.

Multi-story Exhibits: Regardless of whether people will occupy the upper area or not, all exhibit fixtures and components exceeding 12' 0" (3.66m) in height must have drawings available for inspection by Trade Show Management, 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 include 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.

OPERATION

Exhibitor will keep his exhibition open and staffed at all times during show hours. Trade Show Management reserves the right to restrict exhibit to a minimum noise level and to suitable methods of operation and display of materials. If for any reason an exhibit or its contents are deemed objectionable by Trade Show Management, the exhibit will be subject to removal. This reservation includes persons, things, conduct, printed matter, or any items deemed objectionable which Trade Show Management considers objectionable to the Show's well being. In the event such an eviction or restriction is enforced, Trade Show Management will not be liable for refunding rental fees or funds for exhibit equipment rental, except at its own discretion. Exhibitor agrees that Trade Show Management may substitute the actual space assigned to Exhibitor if deemed necessary. No handing out of materials permitted outside Exhibitor's booth. No cameras or video cameras allowed in the exhibit area.

INSTALLATION AND DISMANTLING

Information on installation and dismantling of exhibits will be sent to you in ample time to prepare for these activities. Exhibitor agrees to abide by the schedule for setting up and dismantling in accordance with the individual instruction bulletins. No exhibitor shall be allowed to remove any part of its booths' display until the Show is officially closed. Exhibitors shall be responsible for any expenses incurred by Trade Show Management caused by their delay in removing their equipment. Exhibitors must not injure or deface property. Should such damage occur, the exhibitor is liable to the damaged property's owner.

UNOCCUPIED SPACE

Trade Show Management reserves the right, should any rented exhibitors' space remain unoccupied on the opening day or should any space be forfeited due to failure to make proper payment, to rent said space to any other exhibitor, or use said space in any other manner. Exercise of this right shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in its invoice for space rental, nor the obligation of Trade Show Management and/or PPL to refund any deposits or fees.

4. FIRE, SAFETY AND HEALTH REGULATIONS

Exhibitor agrees to comply with local, city and state laws, ordinances and regulations and the regulations of the owner of the Exhibit Hall and/or Trade Show Management covering fire, safety, health and all other matters. All the exhibit equipment and materials will be reasonably located within the booth and protected by safety guards and devices where necessary. Only fireproof materials may be used in displays and all necessary fire precautions must be taken by Exhibitor.

5. LABOR

Rules and regulations for union labor are made by local unions and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, Exhibitor agrees to comply with the union rules and regulations.

6. SUBLETTING OF SPACE

The Exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned, or have representatives, equipment, or materials from firms other than his own in the exhibit space without prior written consent of Trade Show Management.

7. SERVICE CONTRACTORS

Where a contractor has been designated by Trade Show Management to perform services for Exhibitors such as rental of furniture, erection of exhibits, electrical work, plumbing, labor, or any other service, no Exhibitor or representative shall contract for such services with other than the said official contractor unless permission has been secured in writing in advance from Trade Show Management.

8. LIABILITY EXCLUSION

Neither Trade Show Management nor PPL will be liable for loss or damage to the property of Exhibitor or its representatives or employees from theft, fire, accident or any other cause. Exhibitor agrees to save the exhibit hall owner, PPL and Trade Show Management and their agents and employees free and harmless of and from all claims, demands, damages and liability of whatsoever kind and character asserted by any person or persons on account of any loss or damage to property or injury to or death of any persons occurring upon or about the leased premises arising out of the use of the leased premises by Exhibitor including attorney's fees and costs of defending against any such claim, demand, damage or liability.

9. INSURANCE

Exhibitor shall carry and maintain during the period of the show in which it exhibits, including move-in and move-out days, at its sole cost and expense, personal injury and property damage coverage under a policy of insurance with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence, and \$2,000,000 aggregate. Such coverage must be evidenced by a Certificate of Insurance with a 30 day cancellation notice. The certificate must name V-Twin Expo, Duke Energy Convention Center, Cincinnati, OH, Reaction Management, Inc. and Paisano Publications, LLC as additional insureds Exhibitor warrants that by signing this contract it has complied specifically with the insurance requirements of this contract and upon request will deliver a certificate of such insurance to Trade Show Management.

10. UTILITIES

Trade Show Management shall use reasonable care to have all power services installed in time for the opening of the Show. Proper and reasonable care shall also be taken to prevent the interruption of power services during the exhibition. However, Trade Show Management shall not be held responsible for late installation or interruption of any services that may occur.

11. INABILITY TO PERFORM

If PPL should be prevented from holding the Trade Show or if it cannot permit the Exhibitor to occupy his space due to circumstances beyond its control, including, but not limited to strike, civil disobedience, and/or acts of God, PPL will refund to the exhibitor the amount of the rental paid by him, less a proportionate share of the Trade Show expenses, and neither Trade Show Management nor PPL shall have any further obligation or liability to the Exhibitor. Even if the Exhibitor shall have made no rental payment, he nevertheless shall be obligated to pay his proportionate share of such expenses. In no event shall Trade Show Management or PPL be liable to Exhibitor for any consequential damages. The maximum liability of PPL, under this agreement, shall be the amount paid by Exhibitor.

12. RULES AND REGULATIONS

Trade Show Management shall have full power in the interpretation and enforcement of all rules contained herein to make such further rules and regulations as it shall consider necessary for the proper conduct of the V-Twin Industry Expo.

13. DISPUTE RESOLUTION

In the event of any dispute arising out of this contract, such dispute shall be settled by arbitration in accordance with the rules of and held by the American Arbitration Association. Such Arbitration shall be conducted in Los Angeles County, California. The prevailing party shall be entitled to its attorney's fees and costs. This contract shall be construed by the laws of the State of California.

