

SPONSORSHIP

Terms and Conditions

1. Designations: "Sponsor" means the applicant identified on the front hereof; (b) "Show" means the specific exposition identified on the front hereof; (c) "Show Management" means Reaction Management, Inc. (RMI), Paisano Publications LLC and their respective agents, employees and affiliates; (d) "Hall Management" means the owner or manager of the facility in which the Show is conducted, and its employees and agents; and (e) "Hall" means the facility in which the Show is conducted.

2. Agreement: This application, when properly executed by Sponsor and upon written acceptance by Show Management, shall constitute a valid and binding Agreement. Show Management reserves the right to accept or refuse any application for participation in the Show at its sole discretion. Show Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Show, including the conditions, rules and regulations stated herein, in the Sponsorship Opportunities package, V-Twin Expo Exhibitor License Agreement and in the Hall Management contract, to which Show Management is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Sponsor agrees to be bound thereby.

3. Termination: Either party shall have the right to terminate this Agreement at any time due to the other party's material breach of any of its obligations hereunder, which breach has not been alleviated to the non-breaching party's reasonable satisfaction within thirty (30) days after receipt of written notice specifying such breach.

4. Payment Terms: Fifty percent (50%) of the total sponsorship fee is due with contract and the remaining fifty percent (50%) is due November 5, 2010. Agreements submitted less than thirty (30) days prior to the date of the show must be submitted with full payment. Fees must be paid in full prior to the set-up of any Sponsorship Opportunity at the show. In the event Sponsor fails to make any payments as contemplated herein, Sponsor shall be deemed in default, and Show Management shall have the right to retain Sponsor's deposit and all monies paid as Sponsor's non-exclusive remedy, thereby reserving any and all rights under law including, without limitation, Show Management's right to collect the full amount set forth on the front hereof. Sponsor shall remain liable for the full balance under the terms of the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys' fees, court costs and interest. In the event of default by Sponsor, Show Management shall have the right, but not the obligation, to license the subject Sponsorship to another Sponsor prior to the Show without in any way releasing said Sponsor from any liability hereunder. In the event Show Management is able to resell the Sponsorship Opportunity, Show Management in its discretion may reimburse Sponsor on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc.

5. Cancellation: In the event Sponsor seeks to cancel this Agreement for Sponsorship, Sponsor acknowledges that Show Management would be harmed and suffer loss and that it would be difficult to determine the precise value for or amount of that harm. All cancellations by Sponsor must be in writing, by certified mail, return receipt requested. The date of cancellation shall be on the postmark date on the notice. If Sponsor cancels, Sponsor agrees to pay on demand to Show Management the amounts set forth if not previously paid by Sponsor. Such payment shall be liquidated damages and not a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. If such notice is received by Show Management on or before November 5, 2010, then half (50%) of the total fee shall be due to Show Management. If such cancellation notice is received by Show Management after November 5, 2010, the total fee (100%) shall be due to Show Management.

6. Use of Trademarks Subject to the terms and conditions hereof, Sponsor hereby represents and warrants that it has the power and authority to grant, and does hereby grant to RMI a non-exclusive, non-transferable, royalty-free, worldwide license to reproduce and display all logos, trademarks, trade names and similar identifying material relating to Sponsor solely in connection with the promotion, marketing and distribution of the parties in accordance with the terms hereof. The foregoing license shall terminate upon the effective date of expiration of this Agreement.

7. Entire Agreement: The terms of this agreement may not be modified, except by written Agreement, signed by both parties.

8. Indemnification: Sponsor agrees to indemnify and hold Show Management harmless from and against any and all Claims arising out of or in connection with: (i) Sponsor's activities at the Event; (ii) Sponsor's breach of any material term of this Agreement or any statutory, regulatory or common law obligation; (iii) liabilities or obligations, or any third party claims (including, without limitation, personal injury or property damage), with respect to the Products; and (iv) any public relations, promotional or other material furnished by or on behalf of Sponsor and not therefore modified by RMI or any third party.

9. All Sponsorship Opportunities are subject to approval by Show Management. Show Management reserves the right to restrict promotion which, because of noise, method of operation, materials or for any other reason becomes objectionable, and also to prohibit or to remove any promotion which, in its opinion, may detract from the general character of the Show. This reservation includes persons, things, conduct, printed matter and anything of character which Show Management determines is objectionable. In the event of such restriction or removal, Show Management shall not be liable for any refunds or other promotion expenses. No animals may be offered or displayed as a part of the promotion.

10. Force Majeure: Show Management is not liable for delays in delivery and/or non-delivery as the result of an Act of God, action by any government or quasi-government entity, fire, flood, insurrection, riot, explosion, embargo, strikes, whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition beyond the reasonable control of Show Management affecting the production or delivery in any manner.

11. Damages: Under no circumstances will Show Management be liable for loss of profits or other incidental or consequential damages for any of its acts or omissions whatsoever whether or not appraised with the possibility of likelihood of such lost profits or damages.

12. Participation: Participation in any Sponsorship Opportunity is contingent on Sponsor exhibiting at the V-Twin Expo.

13. Fulfillment of all Sponsorship Features is contingent on the date a signed Agreement and deposit are received.

14. Choice of company logo or name (in fulfilling the Sponsorship Features) is at the complete discretion of Show Management.

15. In order to protect the integrity of the show's look and feel; Show Management retains complete control over the design of all materials produced to fulfill the Sponsorship features. All sponsorships remain the property of RMI and will include the show name/logo and show dates at the complete discretion of Show Management.