

## Terms and Conditions

### 1. Definitions.

"Exhibitor" means the applicant identified on the front hereof; (b) "Show" means the specific expositions identified on the front hereof; (c) "Show Management" means Robby Gordon Entertainment, its 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 Exhibitor and upon acceptance by Show Management, shall constitute a valid and binding license agreement. Show Management reserves the right to accept or refuse any application for participation in the Show in 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 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 Exhibitor agrees to be bound thereby. Show Management reserves the right to change, increase or decrease Show hours, days or location. The Exhibitor acknowledges and agrees that if Show Management elects to change, increase or decrease Show hours, days or location, Exhibitor shall not be entitled to and expressly disclaims any right or claim to the return of any portion of any Show fees or deposits paid or payable by the Exhibitor to the Show Management.

### 3. Use of Space

Show Management reserves the right to decline, prohibit or expel any exhibit, or item or feature thereof which, in its judgment, is inappropriate or out of keeping with the character of the Show, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Exhibitor agrees to change the wording of any sign determined by Show Management not to be in the best interest of the Show. Sound amplifying devices may be operated only at levels not objectionable to other Exhibitors. Exhibitors are responsible for their own power needs. Distribution of advertising material and solicitations of any sort shall be restricted to the Exhibitor's booth. Exhibitor's exhibit or products may not extend beyond the limits of the Exhibitor's booth and no part of any exhibit or product may extend into any aisle. No Exhibitor shall arrange its exhibit so as to obscure or prejudice adjacent Exhibitors, as determined by Show Management. All demonstrations by Exhibitor must be located so that assembled crowds are within the Exhibitor's space and not blocking any aisle or neighboring exhibits. No Exhibitor shall assign or sublet or share any part of its assigned space without the consent of Show Management in writing. Any space not occupied by Exhibitor at the time set for completion of installation of displays will be reassigned at the discretion of Show Management, in which case all amounts paid or payable by Exhibitor will be forfeited unless special arrangements have been approved in writing by Show Management. Exhibitor agrees to keep its exhibit open and staffed at all times during the Show hours. Failure to comply with the rules and regulations of this contract and as stated in the Exhibitor Service Manual will result in the alteration or removal of the booth at the Exhibitor's expense. Rental fees for services and exhibit space are not refundable. Exhibitors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities, having jurisdiction over the Hall or the conducting of said exhibit, together with the rules and regulations adopted by Hall Management.

### 4. Change of Space

Show Management shall have the right, in its sole discretion, to change Exhibitor's space assignment after the acceptance of this Agreement if it is deemed to be in the best interest of the Show. In the event Show Management elects to exercise its right to change Exhibitor's exhibit space, Exhibitor will be notified of its newly assigned space. Show Management will make reasonable efforts to ensure that any reassignment will be to an exhibit space, which is of the same general style and size as Exhibitor's original space. If a reduction in space to Exhibitor's exhibit space is, in Show Management's opinion, necessary, Exhibitor will be reimbursed on a pro-rata basis.

### 5. Termination or Reduction in Space

In the event Exhibitor seeks to terminate this license for exhibition space, withdraw from the Show, or reduce its space requirements for the Show, Exhibitor 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 terminations, withdrawals or requests for reduction in space by Exhibitor must be in writing. The date of termination, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice. If Exhibitor terminates, withdraws or reduces its space requirements for the Show, Exhibitor agrees to pay on demand to Show Management the amounts set forth below if not previously paid by Exhibitor. Such payment shall be liquidated damages and not a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. In the event Exhibitor, at any time, seeks to terminate this license for exhibition space, withdraws from the show or requests a reduction in space, an administrative and processing fee of \$100.00 per 10' x 10' booth will be assessed. If a reduction in space is requested, Exhibitor's booth space on the Show floor may be moved in the sole discretion of Show Management. Any termination or failure of Exhibitor to actually occupy the exhibition space assigned to Exhibitor may, in Show Management's sole discretion, result in partial or complete forfeiture of Exhibitor's rights under any applicable discounts, sponsorship agreements or opportunities. Termination fees cannot be applied toward exhibit space at other shows or advertisement. In the event Exhibitor fails to make any payments as contemplated herein, Exhibitor shall be deemed in default, and Show Management shall have the right to retain Exhibitor's deposit and all monies paid as Show Management'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. In the event of default by Exhibitor, Show Management shall have the right, but not the obligation, to license the subject Show space to another exhibitor prior to the Show without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay Show Management the full sum set forth on the front hereof. Exhibitor 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. Show Management will not be liable for the fulfillment of this Agreement as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the Hall being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Show, or for any cause beyond its control. Show Management will, however, in the event of its not being able to hold the Show for any of the above named reasons reimburse Exhibitor 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. If Show Management cancels or terminates the Show, for any reason other than stated in the previous paragraph, the Exhibitor waives all claims it might have against Show Management for damages or expenses and Exhibitor agrees to accept in complete satisfaction and discharge of all claims against Show Management a refund of all amounts paid by the Exhibitor to Show Management in accordance with this agreement.

### 6. Badges

Exhibitors must, at all times including but not limited to set-up and break-down, wear a Robby Gordon Off-Road Stadium SUPER Trucks Expo exhibitor badge to enter the exhibition area. PLEASE NOTE: Due to security regulations, Exhibitors may be asked to present photo ID to receive badges. All Exhibitors must identify all personnel who will be working in Exhibitors booth.

### 7. Insurance - MANDATORY

Exhibitor agrees to maintain adequate insurance to fully protect Show Management and its affiliates, co-sponsors, service contractors and the Hall and Hall Management from any and all claims, arising from Exhibitor's activities including, but not limited to, the installation, operation and dismantling of Exhibitor's display. The foregoing insurance requirement includes claims under the Worker's Compensation Act or for personal injury, death, or for damage to property. Exhibitor understands that neither Show Management nor the Hall maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. Exhibitor is responsible for any and all damages caused by Exhibitor or Exhibitor's agents, employees or guests. Exhibitor agrees to indemnify,

defend and hold harmless Robby Gordon Off-Road Stadium SUPER Trucks its affiliates, subsidiaries, agents and employees from and against any liability for loss or damage of any kind which Exhibitor may directly or indirectly cause. Exhibitors in the Show must carry: Statutory limits for workers' compensation coverage; and Commercial general liability including products and completed operations, independent contractors personal injury and blanket contractual liability insurance limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. Coverage's must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name Robby Gordon Off-Road Stadium SUPER Trucks Expo as additional insured and be provided to Show Management at least 30 days before the proposed exhibit date.

### 8. Liability

Exhibitor agrees that Show Management, Show Management's service contractors, the Hall and their representatives, employees and agents are not liable for any injury, loss or damage that may occur to Exhibitor, or to Exhibitor's employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this Agreement. Exhibitor assumes responsibility and agrees to indemnify, defend and hold Show Management, Hall Management, their affiliates and their respective employees and agents harmless from and against any claims or expenses arising out of the use of the exhibition premises. Exhibitor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by, Exhibitor's displays, equipment, employees or representatives. In no event shall Show Management or any of its affiliates be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement. The liability of Show Management and its affiliates and Exhibitor's remedy for any claim of loss or damage arising from or related to this Agreement, regardless of the form of action, shall be limited to one-half of the fees paid to Show Management hereunder.

### 9. Protection of Facilities

Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the venue's columns, walls, floors, or other parts of the exhibition area without permission from the proper building authority. Fluids, caustic or staining, must not be used where they may damage floor. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Exhibition Management or their assistants.

### 10. Installation and Dismantling

Set-up will begin at 8am on event date. Move in and move out times and access outside of Show hours are limited and require written consent from Show Management. The Exhibitor must make its own arrangements for transportation of exhibits and packing material. Exhibitors will pay the cost of repairing any damage caused to the Hall facility by the Exhibitor and/or its contractors.

### 11. Safety

All display materials used for decoration must be flameproof. All electrical equipment or devices used in or about an exhibit must be in good operating condition and able to pass fire and/or electrical inspections. Extra materials stored in Exhibitor's exhibit space must not block access to the exhibit or cover electrical wires or outlets. Exhibitor shall cooperate responsibly with local ordinances and Hall Management rules regarding health, fire prevention and public safety. If inspection of an Exhibitor's booth discloses a failure to comply with any applicable law, code or regulation, or if Show Management determines that all or any part of an exhibit presents a fire hazard or other danger, Show Management may cause the removal of all or a portion of such exhibit at the Exhibitor's expense.

### 12. Security

Show Management will provide perimeter guard service during the Show. Exhibitor agrees that Show Management is not liable for anything its guard service, or facility security does or fails to do. This includes, but is not limited to, damage, theft, or loss sustained by Exhibitor's exhibit or its representatives. Exhibitor will not be allowed into the Exhibit Area after Show Hours. Exhibitor may want to consider arranging security for its specific booth space for either during or after Show hours.

### 13. Filming and Video Recording Rights; Electronic Messages

From time to time, photographs, motion pictures and/or video recordings may be made in the Show facility, which recordings may include images of Exhibitor, its employees, agents and related merchandise and displays. Exhibitors may not hinder, obstruct or interfere in any way with such photography or recordings whether by Show Management, its agents, attendees or other exhibitors, and hereby consent to Show Management's use of such recordings for commercial purposes. To the extent necessary to fulfill Show Management's express obligations hereunder, Exhibitor hereby grants Show Management a non-exclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. By providing Show Management the e-mail addresses set forth on the first page of this Agreement, Exhibitor hereby consents to receiving unsolicited commercial e-mail messages from Robby Gordon Off-Road Stadium SUPER Trucks, its affiliates and partners as well as third parties licensed to send such messages to Exhibitor by any of the foregoing.

### 14. Representations and Warranties

Exhibitor acknowledges and agrees that Show Management makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance. If their is a directory listing, Exhibitor agrees that Show Management will not be liable in the event of any errors or omissions in the Show's directory listing or in any related materials.

### 15. Assignment

This Agreement cannot be assigned, in whole or in part, without the written approval of Show management. Show Management may assign this Agreement without the prior written consent of Exhibitor.

### 16. Severability

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

### 17. Costs, Expenses and Attorneys' Fees

Any disputes between the parties concerning the terms and provisions of this Agreement shall be resolved by binding arbitration before JAMS/Endispute pursuant to the applicable JAMS/Endispute rules, and any such arbitration shall be conducted in the Orange County office of JAMS/Endispute, and shall be heard and decided by a single arbitrator who shall be a retired judge. If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

### 18. American Disabilities Act.

Exhibitor acknowledges and agrees that, in connection with the Show, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Exhibitor agrees that in connection with the Show, Exhibitor will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Exhibitor by attendees of the Show; (ii) assure, at its expense, that displays posted at or on Exhibitor's booth(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.

### 19. Additions or Corrections

Show Management may amend these terms from time to time in the best interest of the Show upon written notice to Exhibitor. Exhibitor agrees to accept notice of additions or amendments and to consider them as part of this Agreement.

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