

SHOW RULES & REGULATIONS

STAFF

SHOW MANAGEMENT / CUSTOMER SERVICE

LeAsah Brown	Operations Director	(310) 857-7364	LeAsah.Brown@ubm.com
Tracy Harris	Senior Vice President	(310) 857-7378	Tracy.Harris@ubm.com
Leah Stevens	Show Director	(310) 857-7319	Leah.Stevens@ubm.com

SALES

Christina Anders	Sales Coordinator	(310) 857-7328	Christina.Anders@ubm.com
Mike Ausec	Sales Director	(714) 213-1584	Mike.Ausec@ubm.com
David Mockus	Account Manager	(310) 745-7547	David.Mockus@ubm.com
Grady Pfeiffer	V-Twin Specialist	(310) 962-5626	
Patti Ros	Account Manager	(424) 353-9450	Patti.Ros@ubm.com

MARKETING

Beth Demont	Art Director	(310) 857-7443	Beth.Demont@ubm.com
Ashley Hyde	Marketing Coordinator	(424) 353-1505	Ashley.Hyde@ubm.com
Arielle Levine	Digital Marketing Consumer Specialist	(310) 857-7598	Arielle.Levine@ubm.com
Lauren Lloyd	Public Relations Manager	(310) 266-4792	Lauren.Lloyd@ubm.com
Meredith Loza	Marketing Manager	(310) 633-1244	Meredith.Loza@ubm.com
Tam Nguyen	Public Relations Specialist	(424) 410-9797	Tam.Nguyen@ubm.com
Richard Trunzo	Associate Public Relations Manager	(424) 316-7169	Richard.Trunzo@ubm.com
Ashley Womack	Public Relations Director	(415) 307-4858	Ashley.Womack@ubm.com

OPERATIONS / ON-SITE STAFF

Shahara Brown	Registration Manager		Shahara.Brown@ubm.com
Denny Moore	Floor Manager		
Terrance Morris	Floor Manager		
Cliff Small	Marketplace Manager		Marketplacecliff@gmail.com
Karen Widdicombe	Activation Manager		Karen.Widdicombe@ubm.com

IMPORTANT: This exhibitor kit is an extension of your contract and is provided to ensure all exhibitors are familiar with the standard exhibiting terms, definitions, guidelines, and regulations for all consumer events. As an exhibitor you are bound by the Code of Conduct which can be found at www.motorcycleshows.com. The Terms and Conditions of your Exhibit Space Contract are included in this booklet for quick reference. If you have any questions about the enclosed material please contact the Operations Department at (800) 854-3112.



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BADGES

Exhibitor badges are issued to contracted exhibitors and are only for staff working in the booth. All exhibitors and their booth staff must have an exhibitor badge to enter the hall.

Work passes (EAC passes) will be available on-site to people who will only be working during move-in, move-out, or before and after show hours. Work passes are not valid during show hours.

To ensure the security of the show, photo ID is required when picking up badges. No generic badges will be issued. Exhibitor badges will not be issued to children under the age of 16.

Transferring, switching, loaning, or selling your badge is prohibited. Show Management reserves the right to take a badge from any person who violates this rule and violators will be asked to leave the Exhibit Hall. All badges and work passes will be held at Exhibitor Registration for pick up beginning on the first day of move-in (see Badge Form for additional information).

BOOTH CHANGES

Changes to your booth location can occur at any time from the initial assignment until show opening. Modifications to an exhibitor's display, including, but not limited to, fixture placement, material display, material distribution, models' attire, noise levels, and sign position may be made by Show Management at any time. All floorplans are subject to on-site Fire Marshal approval.

BOOTH GUIDELINES AND DESIGNS

The intent of these guidelines is to allow for the best use of your booth space.

- Each 10' x 10' booth consists of 8' high back drape, 3' high side drape and a 7" x 44" company ID sign.
- All tables must be draped.
- You are **not allowed to put anything above the maximum height** allocated for each type of booth without Show Management's approval. Walls exceeding 8' in height must be finished on all sides. All Signs, electrical displays, mannequins, display materials, advertising messages, names of companies, trademarks, logos, etc., that exceed 8' must have suitable backing such that they are not visible to the adjacent booth. Any unfinished walls will be covered by Show Management's appointed contractor and billed to the exhibitor.
- All exhibiting companies are entitled to a "reasonable" sight line from the aisle regardless of the size of the exhibit. In Standard, Perimeter, and Peninsula Booths, all product must be kept at a maximum height of 4' at least 5' back from the aisle. This allows maximum use of your booth without interfering or obstructing neighboring exhibitors.
- All printed materials and samples must be distributed within

your booth only. Working the aisles or approaching people outside your booth is prohibited.

- You may hang signs and graphics in your booth, however, they cannot exceed the maximum height allowed. All signs must be professionally produced. Handwritten signs are prohibited. See Booth descriptions for additional information.
- The use of corrugated boxes, unlabeled bins, etc., to display and/or sell merchandise is discouraged and in some cities not permitted by the Fire Marshal.
- Unsightly storage of inventory within your booth area during show hours (i.e. stacked boxes/cartons of product) is not permitted.
- All materials must be flame resistant. This includes, but is not limited to, drapes, curtains, backdrops, table coverings, etc.
- You acknowledge and agree that, in connection with the Show, your booth and materials will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, you agree that in connection with the Show, you will: (i) provide, at your expense, any auxiliary aids and services as may be necessary to ensure effective communication with attendees of the Show; (ii) assure, at your expense, that the displays posted at or on your booth are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA. Additional information regarding ADA compliance is available at http://www.ada.gov/2010_regs.htm

Please contact Show Management if:

- Your booth exceeds or does not meet the guidelines.
- Your exhibit has one or more solid walls, ceiling or canopy that exceeds 200 square feet, or is a multi-level booth.

Canopies/Ceilings

- The maximum height for standard booths cannot exceed 10'.
- Must fit within your allotted booth space.
- Support structures should not be wider than 3 inches when placed in the front 5' of your booth.
- Graphics should only be visible from the front of your booth.
- Booth sight line rules still apply; no sidewalls should be used.
- Materials must be fire-retardant and meet all fire regulations.
- If your booth covering exceeds 200 square feet, additional precautions may be required. All local fire rules and regulations must be met.

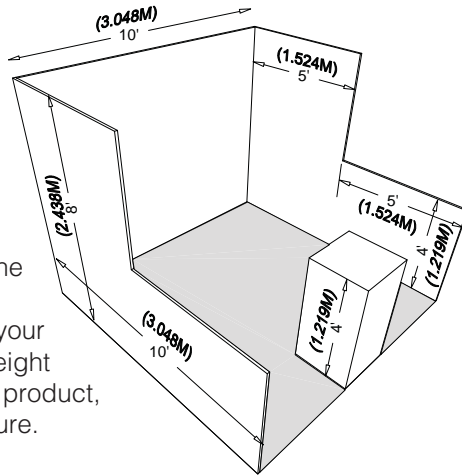
Carpet

- All Island and Peninsula booths must be carpeted or have flooring which covers the entire square footage of your booth footprint.

STANDARD BOOTHS

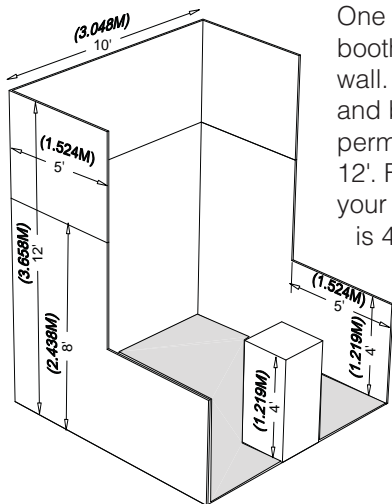
One or more standard 10' x 10' booths in a straight line. One-sided banners/signage may be raised to a maximum height of 10' along the backwall of your booth. The back side of the banners/signage must be finished without displaying any logo or company name.

From the aisle to 5' back into your booth, the maximum height is 4'. From 5' to the back of your booth, the maximum height is 8'. This includes any product, display or booth structure.



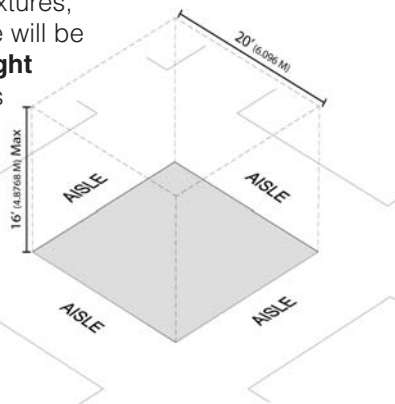
PERIMETER BOOTHS

One or more standard 10' x 10' booths in a straight line, against a wall. All display fixtures, product and banners/signage will be permitted to a maximum height of 12'. From the aisle to 5' back into your booth, the maximum height is 4'. From 5' to the back of your booth, the maximum height is 12'. This includes any product, booth structure or signage.



ISLAND BOOTHS

Exhibits with four or more standard 10' x 10' booths with aisles on all four sides. All display fixtures, product and banners/signage will be permitted to a **maximum height of 16'**. Full use of the space is allowed. All island booths must have carpet or flooring that covers the entire square footage of the booth footprint. **If your island booth has solid walls, multiple levels or structure which blocks the site line, you must contact show management for approval. Show Management reserves the right to relocate your booth in an area that doesn't impede the sight line of neighboring booths.**

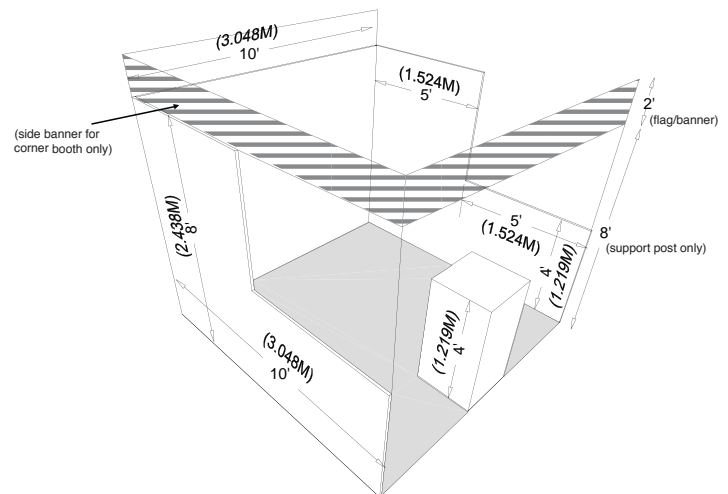


PENINSULA BOOTHS

Exhibits with four or more standard 10' x 10' booths (20' x 20' maximum space), with an aisle on three sides. The peninsula booth is also known as an end cap. The center 10' section of the back wall will have an 8' high drape. The 5' sections on either side will have 3' high drape. The area defined by the center 10' section of the backwall, out to 5' from the aisle has a maximum height of 12'. The remaining area within 5' of the aisle has a maximum height of 4'; this includes any product, display, booth structure or signage. The 4' of display above the back drape must be finished on the back side without displaying any logo or company name.

BANNERS/FLAGS

- Front of booth - Banners placed at the front of your booth must be single-sided with a clean, professionally finished solid back (facing the aisle) and have a **maximum height of 10'** (12' for perimeter booths).
- Backwall - Banners along your backwall must be single-sided with a clean, professionally finished solid back (facing the front of your booth) and have a **maximum height of 10'** (12' for perimeter booths).
- Sidewalls (**Corner booths ONLY**) - Horizontal banners that run the full length of your booth (from front to back) cannot be placed below 8' and must have a **maximum height of 10'**. Signage must be placed on the side that is adjacent to the aisle.
- Flags must be placed at the **FRONT** of your booth and must be a minimum of 8' tall (to allow for booth sight lines) and a **maximum of 14' tall**. Flags should not exceed a width of 2'.



Models' Attire

Models' attire should look professional and be in good taste. String bikinis, thong bathing suits, and frontal or rear nudity are not allowed.

Music

If Exhibitors use copyrighted music in their booths, whether recorded or live, exhibitors must obtain music licenses from the copyright owner or agent. Show Management is not responsible for music used by exhibitors. Exhibitor takes full responsibility for obtaining any necessary license to play or perform such music.

Noise Levels

Please keep sound levels low. We will ask you to turn down or turn off any sound system/amplifier that is disruptive to your neighbors. Failure to do so will result in loss of power or removal from the event. Noise makers (air horns, bull horns, sirens, etc) are not permitted.

- Failure to comply with these guidelines can result in loss of power or removal from the event or future UBM events.

Promotional Material

Distribution of any company literature outside of the booth space is not permitted. Promotional brochures, magazines, flyers and similar printed material may be distributed from within your exhibit space only. Models/staff distributing products or materials in the aisles or outside your booth is strictly prohibited.

BUSINESS LICENSE

You may be required to have a city business license in order to conduct business, write orders or display items during the show. You understand that certain states have enacted laws regulating the sale of motorcycles, scooters & ATV/UTV's outside of the dealership and you understand and agree that it is your responsibility to comply with such laws.

CONTRACTOR

Contractor Services

The appointed contractor will have a staffed service desk on-site to assist you with any questions you may have regarding your orders with them, including shipments, labor, furniture or electrical orders.

Remember to order by the advance deadline date to save time and money. On-site orders may be subject to additional charges. You may place your order on-line, by phone or fax.

Orders cancelled on show site may incur cancellation fee. Please read all service order forms carefully.

Invoices are issued on the last day of the show and may be delivered to your booth. If your invoice is incorrect, report it to the contractor at once. Changes to your bill will not take place after post-show invoicing.

Drayage (Freight Handling)

Freight handling (drayage) is the movement of your exhibit and materials from the show docks to your booth and back by the contractor. You can order drayage service from the contractor either in advance or on show site.

The contractor manages the freight docks, which includes the regulation of traffic for a smooth move-in and move-out.

The contractor receives and handles all incoming and outgoing shipments and deliveries. They are not responsible for material they do not handle.

Handling of your exhibit and materials includes the following services:

- Tracking your shipments if necessary.
- Unloading incoming vehicles at the loading docks.
- Checking for visible damage to incoming shipments.
- Delivering shipments to your booth.
- Storing empty crates and boxes.
- Returning the empty crates and boxes once the show closes. If you have the contractor store your crates and boxes, it may take three to six hours to have them returned to you. Please make travel plans accordingly.
- Picking up outgoing shipments from your booth.

Hand Carry

In order to hand carry your materials and exhibit, you may not use dollies, hand trucks or other mechanical equipment. Other restrictions may apply. Please refer to the union guidelines in your service kit.

Cart Service

Cart service is offered by the contractor in certain cities. Items from your personal vehicle will be unloaded at a designated area and brought to your booth. At the close of the show, check in at the service desk to have your items reloaded into your vehicle. The fee for cartload service is based on ROUND TRIP transport of your items.

Rolling Rate / Spotting Fee

A rolling rate will apply to any display motorcycle, scooter or ATV/UTV brought into the exhibit area. Each unit is subject to the rolling rate regardless of who brings it in. Spotting fees will apply to display vehicles (cars, trucks, detachable trailers, RV's) that are displayed in your booth.

Furniture

Furniture can be ordered from the contractor. For specialty items and furniture not listed in your service kit, please contact the contractor for assistance.

Labor

Labor is the installation and dismantling of your exhibit booth. The contractor will supply the following skilled labor: carpet installers, forklift operators, carpenters, and riggers. Labor does not include the people who handle your drayage (freight).

Your booth may not require skilled labor if it can be completed within 30 minutes or less without the use of power tools. The same rule applies for dismantling. If labor is required, it can be hired through the contractor. Labor rules do not apply to unpacking and placing your display products and materials in your booth.

Upon arriving at the show, you must check in at the contractor service desk to pick up your ordered labor. If labor is not picked up when scheduled, there will be a cancellation fee.

If you need any assistance determining whether or not you need to hire labor, please contact the Operations Team.

Non-Official Contractor/EAC

If you use a non-official contractor (outside labor), you must inform Show Management and the official contractor by completing the Intent To Use EAC Form. Non-official contractors are required to provide a Certificate of Insurance to the contractor and Show Management.

Contractor Payment

Payment for all services must be received before or during the show. The contractor will not provide outbound labor or material handling services without your credit card authorization form on file.

Please review your invoice before leaving show site. Adjustments to your service invoice(s) will not be made after the close of the show. Some items, services and labor are subject to cancellation fees.

DEMONSTRATIONS AND CELEBRITY APPEARANCE GUIDELINES

Demonstrations must be located so that crowds will be comfortably contained within the exhibitor's space, and not blocking the aisles. In the interest of safety and aesthetics, and to prevent congestion in common areas, exhibitors, exhibit personnel and/or live models in the employ of an exhibitor, must remain in the space assigned to the exhibitor and may not circulate or distribute materials in hallways, aisles, the registration areas, public areas or hotels. Additionally, product, literature, display and promotional materials must remain in the exhibitor's contracted space and may not be placed, displayed or distributed outside of said space.

All demonstrations involving potentially hazardous by-products such as dust, fumes, sparks or flames must be approved in writing by Show Management 60 days prior to the show.

If you are using a PA system for demonstration/presentations, noise level guidelines must be followed. Please refer to page 5 for guidelines.

Moving Parts

All displays with moving parts must have hazard barriers around them to prevent accidents.

Videos

While showing videos in your booth, you must be sure that your audience does not block the aisles, overflow into nearby booths or disrupt your neighbors. If the aisles become blocked, you will be asked to turn off your video(s).

- Videos containing materials that we determine to be inappropriate, including nudity, profanity and violence or material that may be offensive, disparaging or discriminatory are not permitted.
- Videos of stunts or stunt teams must contain a disclaimer, which should also be posted within your exhibit booth. This disclaimer should pertain to the safety and street legal issues involved in performing certain stunts.

ELECTRIC

All Exhibiting companies must abide by the rules and regulations listed below.

- Be sure to specify the exact location of the electrical outlet on your order form.
- Power will be turned on at least 30 minutes prior to show opening and will remain on for a limited time after show closing.
- In some cases, power to booths may be turned off during non-show hours to prevent potential fire hazards.
- 24 hour service on any outlet is an additional fee. Notify the Electrical Contractor on-site if you would like the power in your booth to remain ON overnight.
- Building outlets, including column/wall/floor outlets are not a part of your booth space and may not be used.
- All electrical permits required by the local building and safety codes will be obtained by the Electrical Contractor.
- In most cases, orders for a single outlet do not require electrical labor. If additional labor is necessary, it will be performed by the Electrical Contractor and charged at an hourly rate. Refer to kit forms for electrical rates and labor minimums.
- Electric wiring must meet national, state and local codes.
- Temporary wiring, including extension cords, must be

grounded, accessible, and in tolerance of their rating. It must be protected from damage and no longer than 20'.

- All equipment must be properly tagged with complete information about type of current, voltage, phase cycle, horsepower, etc.
- Multiple outlet devices must be UL approved and secured in an upright position.
- Use of open clip sockets, duplex and triplex plugs, and latex (or lamp) cords are prohibited.
- Only 3-prong grounded electric cords may be used.
- All exposed conductive parts that could be energized must be grounded.

Consider using an electrical distribution center designed to handle your entire electrical load if you need to make multiple connections.

Neither the Facility, the Electrical Contractor, nor Show Management is responsible for voltage fluctuations or power failure.

FACILITY USE

Do not attach your materials to or puncture any surface that is part of the facility, including columns. This means no screws, nails, tacks, tape, carpet tape, stickers, and/or decals on anything but your own property. Doing so may result in a charge to your company from the facility for repair and clean-up. The Facility, Show Management and hired contractors are not responsible for any property removed from any surface that is part of the Facility.

FIRE & SAFETY

All Exhibiting companies must abide by the rules and regulations listed below.

- All materials must be flame resistant. This includes, but is not limited to, drapes, curtains, table coverings, etc.
- No combustible materials should be attached to or hung from the sides or the back of the booth.
- Areas enclosed by solid walls and/or ceilings/canopies must be approved in advance by the Fire Marshal and may require operational smoke detectors inside the enclosed area. They may also require an alarm, fire extinguisher and/or a smoke detector in or connected to the outside area. Other restrictions may apply.
- Aisles and exits must be kept free and clear of obstructions.
- Fire extinguishers, fire hoses and sprinkler closets must be visible and accessible at all times even if they are located in your booth.
- No storage of any kind is permitted behind the back drape line of your booth.

- Empty packing containers, wrapping or display materials must be removed from the Exhibit Hall.
- Use or storage of compressed gases, helium, flammable liquids, explosives, and other toxic or hazardous materials are subject to Show Management, Fire Marshal and Facility approval.
- Trash must be removed from your booth daily.
- Open flames for welding, cooking, lighting, etc., requires Show Management, Fire Marshal and Facility approval.
- No standing on chairs, tables, rented furniture or any facility equipment.
- All carpet must be adhered to the floor.
- Permission for any domesticated animal (cats, dogs, etc.) to appear in a convention or trade show must be approved by Show Management and the Facility. Additional insurance may be required. Non-domesticated / exotic animals will be considered on an individual basis. Seeing eye / assistance animals are always permitted.
- All booth staff in hall during set-up and tear down are required to wear closed toed shoes for safety purposes. Any exhibitors found not to be in compliance will be asked to leave the hall.

INSURANCE

Exhibiting Companies in the Show must carry:

- Statutory limits for workers' compensation coverage; and
- Commercial general liability including products and completed operations and blanket contractual liability insurance limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. These coverages must be evidenced by a Certificate of Insurance. The certificate must name UBM LLC the Facility, the City where the show is held, and the Progressive International Motorcycle Shows as additional insureds. The insurance must cover the duration of the show, including move-in and move-out. Exhibiting companies should retain possession of proof of insurance and submit to Show Management personnel.

INTELLECTUAL PROPERTY

UBM LLC requires you to respect the intellectual property rights of third parties. If UBM LLC receives credible information indicating that a third party's intellectual property rights are being violated by an exhibitor, UBM LLC may (but is under no obligation to) require the exhibitor to provide evidence of its right to use such intellectual property. If the exhibitor refuses to do so, UBM LLC reserves the right to remove the exhibitor from the premises, and exhibitor may be prohibited from participating in any future UBM LLC shows.

LOTTERIES / CONTESTS

The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and upon prior written approval from Show Management. Exhibitor will be solely responsible for such legal compliance.

MATERIAL DISPLAYED

Show Management reserves the right to require Exhibitors to remove any materials from their exhibit which we determine, in our discretion, to be inappropriate, including but not limited to, materials that may be offensive, disparaging, or discriminatory

MOTOR VEHICLES

Please refer to the specific show information under “Fire and Safety” for minimum/maximum vehicle gas allowances.

- You are required to comply with state, county and/or city rules, laws and regulations as it pertains to motor vehicle sales. Some states do not allow selling or deposits to take place on the show floor. All DMV rules, laws and regulations are accessible through the state’s government website.
- Refueling and defueling of vehicles must be done outside the facility and appropriate safety equipment must be used.
- Fuel vents must be sealed to prevent the escape of volatile and flammable vapors.
- All batteries must be disconnected.
- Gas caps must be locked or taped shut.
- No ignition source may be within 20 feet of the vehicles.
- Keys must be kept on-site in the event an emergency removal of the vehicle is required.
- Vehicles and exhibits cannot block exit doors or fire lanes. Operation of any internal combustion engine is prohibited without Fire Marshal approval.
- Vehicles authorized to be in the building for unloading must be unloaded and removed from the building as soon as possible.
- Vehicles are subject to inspection by the Fire Marshal.

Vehicle Removal

For your security a Vehicle Removal Pass, as well as an Exhibitor Badge, is required to remove motorcycles, ATVs, watercraft, trailers or anything with two or more wheels from the exhibit hall.

Vehicle Removal Passes will be issued by Show Management on the last day of the show and will be given to the person managing your booth and wearing an Exhibitor Badge for your company. If any vehicles in your booth are being removed by a third party, please provide Show Management with the contact and company name of the responsible party. Show

Management will then issue a Vehicle Removal Pass to such named person upon positive I.D. For safety and security reasons, do not attach Vehicle Removal Pass to vehicles and leave them unattended. Upon exiting the exhibit floor, please give your Vehicle Removal Pass to security. Each vehicle requires a Vehicle Removal Pass.

MOVE-IN

You must check in at Exhibitor Registration to pick up your badge. Personnel will not be admitted into the exhibit hall without an Exhibitor Badge or Work Pass.

MOVE-OUT

Early move-out is prohibited, this includes the early removal of vehicles. Tear down will begin at the close of the show. Remember, crates may take three to six hours to be returned. Please make travel plans accordingly.

Early tear down will result in forfeiting your rights to participate in any future UBM events.

PA ANNOUNCEMENTS

The PA system will only be used to announce the show’s opening and closing each day and any UBM show feature information. We will not make general announcements.

PHOTOGRAPHY

Cameras, video recorders and taping are allowed on the show floor. If you do not want your booth photographed or filmed, please have a sign posted.

If you want your booth photographed before or after show hours, please make arrangements with the on-site Operations Team through Exhibitor Registration.

PRODUCT REMOVAL

If you need to remove anything from your booth prior to move-out, please notify the Operations Team. They can be reached through Exhibitor Registration. This does not include briefcases or items of a personal nature.

If you are selling items from your booth, please give your customers a receipt as security may ask attendees for proof of purchase.

Anyone removing product or display fixtures before or after show hours, or during move-out must be wearing an Exhibitor Badge or Work Pass in a visible location.

SALES TAX PERMIT

Every exhibiting company having on-site sales and/or delivery of goods or merchandise at the show must have a valid Business License and/or Sales Tax Permit as required by state, local laws and regulations.

All goods/products sold at the show must include the appropriate retail sales tax. You are responsible for submitting collected taxes and any applicable paperwork.

SECURITY

Legal Notice

General Show Security: Show Management will provide the services of a reputable protective agency during the period of installation, during the Show including non-Show hours and dismantling for general safety and security purposes only. The security services provided by Show Management are not intended or offered, nor are they to be interpreted by the Exhibitor, in any form whatsoever, as a guarantee by Show Management or the Exhibition Facility against any loss, theft or damage to the Exhibitor or any of Exhibitor's property. Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Show Management to supervise and protect Exhibitor's property within the Show. All items brought into Exhibition Facility are done so at the Exhibitor's own risk. The Exhibitor is solely responsible for the security and safeguarding of its Exhibit Space and its contents at all times. Exhibitors may furnish additional guards at their own cost and expense subject to Show Management's prior written approval. Exhibitor agrees that Show Management is not liable for anything its guard service, or facility security does or fails to do. Exhibitor will not be allowed into the Exhibit Area after Show Hours.

Security Tips

Securing your exhibit materials and items is always a good idea. Most losses occur during move-in and move-out, and the first half hour after a show closes.

Taking the following precautions will help prevent a loss from your booth.

- Do not leave your booth unattended at any time!
- Cover your tables and products during move-in/out and after show hours by using a sheet/cover or something similar. The sheet/cover can be secured with bungee cords or duct tape. This is a simple, low cost method to keep items "out of sight, out of mind."
- Place items of value out of sight after move-in and after show hours! AV Equipment, cash registers, and product should be placed under a table or in a box. Again — "out of sight, out of mind."
- Do not indicate the contents on the outside of your boxes and crates. These items pass through many hands during the shipping process as well as during the show.

- Permanent identification on your property will reduce temptation and make the return of these items easier should they disappear.
- Never leave MONEY in your booth! Take your cash, credit cards, and credit card receipts with you at the end of each day. Most hotels have safe deposit boxes.
- Do not leave items of a personal nature in clear view and within reaching distance of other people during show hours.
- Do not leave items of a personal nature in your booth after show hours.
- Once the show closes, always be sure to pack your valuables first.

SHIPPING (Transportation)

Shipping is the transportation of your exhibit and materials from your company to the show docks and back. Shipping is arranged by you through one of many available shipping companies.

Shipping Charges

Shipping charges vary from carrier to carrier and will depend on the type of service used (e.g. ground or air).

All shipments must be pre-paid. Collect shipments will not be accepted!

Common Carrier

Always get more than one price quote. Make sure the company can trace your shipment, deliver and pick-up on a specified date, and provide the contractor with an accurate bill of lading. Your freight handling bill is based on weight. You must provide a certified weight ticket to the contractor. When the carrier reports your weight wrong, you end up paying a higher bill.

Air/Ground Shipments

There are many companies who offer overnight and/or ground service shipments — Federal Express, Airborne, UPS, DHL and the U.S. Post Office to name a few. Airlines also offer air freight service. These companies all deliver (except the airlines), but they generally will not pick-up from show site. Keep this in mind when making your shipping arrangements.

Shipments To Advance Warehouse

If you want to guarantee that your materials and exhibits arrive at show site before you, we recommend shipping to the appointed contractor's advance warehouse. There is a fee for this service. Shipments must arrive no later than the published deadline date. If materials are received after the published deadline date, a late fee will be applied.

All shipments should be addressed as shown on the shipping instruction forms and the shipping labels in this service kit.

Shipments Direct To Show Site

When shipping directly to show site, shipments can only arrive on or after the first day of move-in — not before. Facilities will refuse shipments that arrive before the official move-in date. A fee will apply for all show site shipments. Shipping labels are included in your service kit.

Shipping To Hotel

Shipping your booth materials to your hotel is discouraged. Hotels are not equipped to handle your shipments and may either refuse your shipment or charge you an expensive handling fee. Please use the shipping addresses and labels in the service kit to avoid additional charges and re-routing of your shipments.

Outbound Shipping

At the close of the show, you are required to complete a Material Handling Form (Bill of Lading) if you are shipping any items. This is required for all shipments that are not hand-carried or brought in using the cart load service (where available). Shipments not picked up by the close of the last published move-out day are subject to removal and storage by the contractor at the your expense.

STAFFING

Booths must be staffed during all published show hours. Exhibits must open promptly at the published time each day and remain open until the closing hour each day.

The hall will open one hour early to exhibitors on show days and remain open one half hour past closing each day. If you need access to your booth before or after exhibitor hours, you must obtain security clearance from Show Management. Please contact the Operations Team through Exhibitor Registration.

Due to the high volume of attendee traffic in facility lobbies, Show Management may be asked by the Facility or Fire Marshal to open the show before the official published show hours on Saturday and/or Sunday. Please have your booth staffed and ready for business 15 minutes prior to published show opening.

STORAGE

On-site storage

Due to space limitations, there are no on-site storage areas. If you have arranged for drayage service, your empty crates and boxes will be stored by the contractor. All companies not using the drayage service will be charged a fee for storage of your

booth materials. Space is limited and may not be available. Empty packing containers, wrapping or display materials must be removed from the exhibit hall. Storage of any kind is not permitted behind the back drape of your booth.

Warehouse Storage

If you want to have your shipment returned to the contractor's warehouse after the show, there will be an additional charge.

TELEPHONE / NETWORK

Telephone and network service order forms are included in the service kit. For wireless internet service, you may want to contact the vendor to inquire about daily rates not listed on the form. Please be aware that some wireless cards or networks do not function properly within the exhibit halls.

TRAVEL / HOTEL INFORMATION

Convention Housing Partners (CHP) is the official travel agency for all host hotels. To receive the discounted show rates, you must make your reservations with Convention Housing Partners before the cut-off date. When calling, please mention the Progressive International Motorcycle Shows and the city for which you are making reservations.

Remember, it is extremely important that all event participants book their hotel rooms at the host hotels as this affects the assessed value of our event (economic impact) and our ability to secure future dates with the tour cities. By booking at the host hotels, you receive great discounted rates and in some cities, you may also be entitled to shuttles to/from the convention centers, as well as free or discounted food and beverage from the hotel. Help support your event by booking at the host hotels.

Convention Housing Partners (CHP) can be reached at 866-588-7650.

All Exhibitors and their representatives participating in the Show identified on the front page of this Exhibit Space Agreement (this "Agreement") agree to be bound by and are required to comply with the terms and conditions ("Terms and Conditions") stated in this Agreement, as well as the Show Rules and Regulations (including Code of Conduct) or Show Guidelines and the Exhibitor Services Manual or Service Kit (hereinafter collectively referred to as the "Show Rules and Regulations"), which are integral to and fully incorporated by reference into this Agreement. In consideration of the promises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Exhibitor agrees as follows:

1. **Defined Terms:** "Show" means the specific expositions or conferences identified on the front page of this Agreement. "Exhibition Facilities" means all venues or facilities in which or where the Show is conducted. "Show Dates" mean the dates over which the Show is conducted including move-in, show days and move-out days at the "Exhibition Facilities". "Show Management" means UBM, LLC, a Delaware Limited Liability Company and its owners, directors, officers, members, agents, affiliates, representatives, employees, service contractors, successors and assigns, unless the context requires otherwise. "Facility Management" means the owner or manager of the Exhibition Facilities in which the Show is conducted, and its employees and agents. "Exhibitor" means the applicant identified on the front hereof. Exhibit space ("Exhibit Space" or "Booth Space") means the space applied for herein. "Exhibit Space Fee" means the required Participation/Exhibit Space fee, including all deposits and other fees to be paid to Show Management as set forth on the front of this Agreement. Show Management and Exhibitor are collectively referred to in this Agreement as the "Parties" and "Party" in the singular.

2. **Show Rules and Regulations:** Show Management will have the right, in its sole and absolute discretion, to establish and/or modify the Show Rules and Regulations and the use of Exhibit Space covered by this Agreement, as deemed appropriate by Show Management. Show Rules and Regulations shall be made available to each Exhibitor prior to the Show, if requested in writing by Exhibitor Show Management may post the Show Rules and Regulations on-line. Show Management will endeavor to provide Exhibitor with changes or modifications to the Show Rules and Regulations, however, failure to provide or non-receipt of such changes will not invalidate or nullify such changes or modifications.

3. **Effective Date of Agreement:** Upon Exhibitor's execution and delivery of this Agreement to Show Management, this Agreement becomes a binding contract between Show Management and Exhibitor (the "Effective Date"), subject to each party's respective rights set forth in this Agreement. A non-refundable and non-transferable payment in accordance with this Agreement is required upon Exhibitor's return of this executed Agreement to Show Management. The Participation/Exhibit Space Fee set forth in this Agreement and on Exhibitor's invoice reflect a 3% discount (the "Preferred Form of Payment Discount") from Show Management's standard prices (the "Standard Prices") for the applicable services and apply only to payments made via Show Management's preferred form of payment: check and wire transfer. Payments for services made using credit cards are based upon Show Management's standard Prices (determined by dividing the prices set forth in this Agreement and on Exhibitor's invoice by .97) and are not entitled to the Preferred Discount. The wire service fee is \$50 and is non-refundable. There will be a \$100 charge for refunded checks; replacement payment must be made by money order or certified check. Late fees may be assessed on balance due after deadline at the rate of 5% of the balance due. As of the Effective Date Exhibitor agrees to use the Exhibit Space assigned by Show Management in accordance with the Terms and Conditions and the Show Rules and Regulations No Exhibitor shall be permitted to exhibit or participate in the Show or gain access to the Exhibition Facilities unless and until Exhibitor has paid the full Participation/Exhibit Space Fee and any other fee(s), if applicable.

4. **Qualified Exhibitor:** Eligibility is generally limited to companies, firms or entities actively and legitimately engaged in the business of manufacturing, distributing or selling at wholesale, merchandise, materials, services or supplies related to the Show. Qualified Exhibitors must either be the manufacturer, licensed dealer, distributor or representative of the goods, products or services displayed. Exhibitor shall not make any promotional efforts, nor supply any transportation, or engage directly or indirectly in any activity that has the effect of drawing attendees away from the Event to a hospitality suite or any non-event exhibit area or competing trade show concurrent or otherwise.

5. **Products & Services Displayed:** Exhibitor may display or exhibit only products and services comprising materials, equipment, apparatus, systems and other component products or services as set forth on the first page of this Agreement and/or deemed by Show Management, in its sole discretion, to be relevant to industry/s or field/s which are the primary focus of the Show. Show Management, in its sole and absolute discretion, will determine whether a prospective Exhibitor is eligible to participate in the Show, the suitability any merchandise or service for exhibit or display, the amount of Exhibit Space provided an Exhibitor, and Exhibit Space assignment and placement. Show Management reserves the right of final approval as to which publications Exhibitor is allowed to display within its Exhibit Space. The design of Exhibit Booths will be controlled and approved by Show Management exclusively, in its sole and absolute discretion.

6. **Exhibit Space Refusal or Modification by Show Management:** The execution of this Agreement, the timely payment of the Exhibit Space Fee, or Show Management's deposit of Exhibitor's Exhibit Space Fee payments does not guarantee that Exhibitor will be (i) permitted to exhibit at the Show; (ii) assigned to a particular exhibit hall, section or location within the Exhibition Facilities; or (iii) provided with the actual amount of Exhibit Space requested. Exhibitor acknowledges and agrees that (i) due to certain circumstances beyond Show Management's control, including without limitations, state and venue construction and electrical minimum code requirements and local fire marshal rules and regulations, the Exhibit Space dimensions described herein are approximate and may not be exact (ii) actual working space may vary due to hardwall/softwall thickness (where applicable), electrical requirements, or other fire marshal/building regulations and (iii) Exhibitor is not entitled to a refund. Notwithstanding anything herein to the contrary, Show Management, in its sole and absolute discretion, retains the right to refuse to provide or assign, to modify or to cancel Exhibitor's Exhibit Space assignment, and/or terminate this Agreement, without cause, for any or no reason whatsoever, at any time, without liability or further obligation to Exhibitor. Show Management shall not be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by Exhibitor or any other party as a result of any Exhibit Space rejection, cancellation, modification or change in Exhibit Space assignment. If Exhibitor's Exhibit Space application is rejected or cancelled by Show Management prior to the Show, the Exhibit Space Fees paid by Exhibitor will be refunded, except if the rejection or cancellation is due to Exhibitor's breach of this Agreement or as otherwise stated herein.

7. **Compliance Requirements:** Exhibitor agrees to abide by, adhere to and be bound by all applicable federal, state and local laws, codes, ordinances, rules and regulations, including without limitation fire, utility and building codes and regulations, and any rules or regulations of the Exhibition Facilities, including any union labor work rules.

8. **Show Related Commercial Messages:** To the extent Exhibitor provides any information to Show Management, including contact information and other personally identifiable information, Exhibitor hereby grants to Show Management the right to use or release such information for all lawful Show Management and Show related business purposes.

9. **Restrictions on Assignment and Subleasing Exhibit Space:** Exhibitor cannot sell, assign, transfer, or convey this Agreement, or assign, share, sublet its Exhibit Space, or any part thereof, without the prior

written approval of Show Management, which approval may be withheld in Show Management's sole and absolute discretion. This Agreement, the Terms and Conditions and the Show Rules and Regulations will be binding upon and inure to the benefit of the Show Management's approved successors, assigns, and personal representatives of Exhibitor. Any attempted sale, sharing, subletting, assignment, transfer, conveyance of this Agreement or any portion of the Exhibit Space in violation of this Section shall constitute a breach of this Agreement and such action will be voidable at the option of Show Management.

10. **Withdrawal or Reduction in Exhibit Space:** Exhibitor acknowledges and agrees that (a) each of the following shall constitute a material breach by Exhibitor of its obligations under this Agreement: (i) any cancellation or termination of this Agreement by Exhibitor; (ii) Exhibitor's withdrawal from the Show or Exhibitor's failure to participate in the Show in the manner described herein; or (iii) any reduction by Exhibitor of its Exhibit Space; and (b) Show Management will suffer damages based upon and arising from such breaches. Exhibitor further acknowledges that the damages suffered by Show Management from the breaches described in the preceding sentence will be substantial and that the parties may not be capable of determining the extent of such damages with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages set forth below have been incorporated into this Agreement and agreed upon as a valid and reasonable pre-estimate of these damages and not as a penalty. If Exhibitor breaches this Agreement by cancellation or termination of this Agreement, withdrawing from the Show or by notifying Show Management that it is reducing the number or size of its Exhibit Space/s as set forth on the front side of this Agreement for any reason or no reason, Exhibitor agrees to pay to Show Management liquidated damages in the amounts set forth below. All cancellation, termination, withdrawals or reductions in Exhibit Space notifications must be provided to Show Management in writing, by overnight courier or by certified mail, return receipt requested. Notices communicated to Show Management in electronic form will not be considered to be written. The date of cancellation, termination, withdrawal or reduction in Exhibit Space, as applicable, shall be the date on which the notice is actually received by Show Management. Liquidated damages paid cannot be applied toward Exhibit Space at other shows or advertisements. Because these dates are related to the Show date and not to the date of this Agreement, these dates will apply regardless of the date on which this Agreement is executed. Show Management assumes no responsibility for having included the name of the withdrawn Exhibitor or description of its products in Show directories, brochures, news releases or other material relating to the Show.

Date Written Notice of Termination or Reduction in Space Received by Show Management	Liquidated Damages
More than 45 days prior to the start of the Event	50% of the Total Exhibit Space Fee + Processing Fee
45 Days or less prior to the start of the Event	100% of Total Exhibit Space Fee + Processing Fee

All amounts payable to Show Management based upon or arising from Exhibitor's cancellation or termination if this Agreement, withdrawal or reduction of its Exhibit Space are payable to Show Management simultaneously with notifications provided by Exhibitor contemplated by this Section 10. Upon notice of Exhibitor's cancellation or termination of this Agreement, its withdrawal from the Show or reduction in Exhibit Space, Exhibitor shall lose all rights to assigned Exhibit Space and Show Management, in its sole discretion, may reassign the Exhibit Space to another party.

Any termination, cancellation or failure of Exhibitor to actually occupy the Exhibit Space assigned to Exhibitor constitutes a material breach by Exhibitor of this Agreement and 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 associated with the Show, including, but not limited to the right to present speakers at, or participate in, any conference component of the Show. If a reduction in Exhibit Space is requested by Exhibitor and consented to by Show Management, Exhibitor's Exhibit Space location on the Show floor may be reassigned by Show Management in its sole discretion. Any applicable refunds will be processed within ninety (90) days after the close of the Show, and no interest will be paid on any amounts received by Show Management. Exhibitor agrees to pay interest at a rate of 1.5% per month (18% per annum), on all past due balances due to Show Management. Exhibitor further agrees to pay any collection costs, including but not limited to, court costs, collection fees, and attorneys' fees.

11. **Scheduling or Location Changes:** Exhibitor acknowledges and agrees that Show Management reserves the right to change, increase or decrease Show hours, number of days, Show dates, Show location or Show name. Notwithstanding anything to the contrary in this Agreement, Exhibitor acknowledges and agrees that if Show Management elects to re-name, change, increase or decrease Show hours, days, Show dates or Show location, Exhibitor shall not be entitled to and expressly disclaims any right or claim to the return of any portion of the Participation/Exhibition Space Fees paid to Show Management. Additionally, if Show Management re-locates the Show to a different city than originally scheduled over dates which are not more than 60 days earlier or 60 days later than the original Show dates, no refund will be due to Exhibitor, but Show Management shall assign to Exhibitor, in lieu of the original Exhibit Space, such other Exhibit Space as Show Management deems appropriate and Exhibitor agrees to use such space under the terms of this Agreement. However, if Show Management elects to terminate the Show other than for a reason previously described in this Section, Show Management may refund to Exhibitor the Exhibit Space fees previously paid, in full satisfaction of all liabilities and obligations of Show Management to Exhibitor and Exhibitor waives all claims it might have against Show Management for damages or expenses and discharges all claims against Show Management in exchange for such refund.

12. **Condition of Exhibition Facilities:** Show Management makes no representations or warranties, express or implied, to Exhibitor regarding the condition of the Exhibition Facilities or the utilities provided by the Exhibition Facilities, or the success of Exhibitor's efforts for which the exhibit space will be used or to the number of Show attendees or the demographic nature of such attendees.

13. **Breach:** If Exhibitor fails to make any payments on time as stated herein or breaches or defaults in any of its obligations under this Agreement, Exhibitor shall be deemed in material breach of this Agreement. In the event of breach by Exhibitor of its obligations under this Agreement, Show Management will have the right to immediately terminate this Agreement, retain the Participation/Exhibit Space Fee and all other monies, if any, paid to Show Management prior to the breach, and withhold from Exhibitor possession and occupancy of the Exhibit Space or direct Exhibitor to vacate the Exhibition Facilities, as applicable, and Exhibitor expressly agrees to (i) waive its rights to receive any payment discounts, and (ii) pay Show Management the full Exhibit Space Fee set forth on the front of this Agreement, together with all costs of collection incurred by Show Management including but not limited to all reasonable attorneys' fees, court costs and interest. Show Management's rights under this Section are non-exclusive remedies and Show Management expressly reserves any and all of its rights and remedies under applicable law. Additionally, Show Management shall have the right, but not the obligation, to license the subject Exhibit Space to another party prior to the Show without any refund, rebate or allowance whatsoever to Exhibitor and without in any way releasing Exhibitor from any liability hereunder.

Show Management is expressly authorized (but has no obligation) to occupy or dispose of any Exhibit Space vacated or made available by reason of any action taken under this Section in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. Exhibitor's right to obtain and use

exhibitor personnel badges shall immediately be revoked and forfeited in the event Exhibitor breaches this Agreement by cancelling or terminating this Agreement or withdrawing or failing to participate in the Show. A breach by Exhibitor of its obligation under this Agreement (including breaches described in Section 10 above) shall jeopardize Exhibitor's ability to exhibit at future Show Management shows.

14. Right to Off-set: Exhibitor expressly acknowledges that Show Management reserves the right to apply any Participation/Exhibit Space Fee paid pursuant to this Agreement (i) to remedy any breach by Exhibitor under this Agreement; (ii) to remedy any breach of Exhibitor or its affiliates under any other agreement(s) between Exhibitor or its affiliates and Show Management or its affiliates; and (iii) for payment of any checks returned for NSF (including any bank fees related to the NSF check. Exhibitor agrees to pay to Show Management the amount offset against a past due amount within 10 days of the date of Show Management's notice or, if the deadline for the applicable payment is more than 10 days from the date of the notice, by the applicable deadline. If Exhibitor fails to pay the offset amount within the required period, Exhibitor shall be considered to be in default of its payment obligations under this Agreement and Show Management shall have the right to terminate or change Exhibitor's Exhibit Space and exercise its other rights under this Agreement.

15. Force Majeure: If the Show is terminated for any reason beyond the reasonable control of Show Management, including without limitation acts of God, war, mob, riot or civil commotion, strikes, labor disputes, accidents, governmental laws, ordinances, regulations, requisitions or restrictions, unavailability of facilities, lack of utilities, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, disruption to transportation, disaster, fire, earthquakes, severe weather, epidemic or pandemic, or any other comparable calamity or casualty, Show Management may terminate this Agreement without liability, and Show Management may retain the earned portion of the Exhibit Space Fee required to recompense it for expenses and commitments incurred up to the time of terminating the Show. Any remaining unearned Exhibit Space Fee may be refunded to Exhibitor.

If any part of an Exhibition Facility is damaged or if circumstances beyond Show Management's reasonable control make it impossible, impractical or inadvisable for Show Management to permit Exhibitor to occupy or continue to occupy its assigned Exhibit Space location during any part of or the entire Show, Show Management will retain the right to relocate Exhibitor. If, Show Management, in its sole and absolute discretion, determines that relocation is not feasible, Exhibitor will be charged a pro rata Exhibit Space Fee for the period that the Exhibit Space was or could have been occupied by Exhibitor, and Show Management will refund the remaining portion of the Exhibit Space Fee paid, minus a share of costs, expenses and commitments required to recompense Show Management up to the time of termination, in full satisfaction of all liabilities to Exhibitor, and Exhibitor agrees to waive all claims it might have against Show Management for damages or expenses discharge of all claims against Show Management in exchange for such refund.

16. Indemnification: To the maximum extent permitted by law Exhibitor agrees to protect, indemnify, defend (with legal counsel satisfactory to Show Management), and hold harmless, Show Management, the Exhibition Facilities, and City where the Show is held and their respective owners, directors, officers, members, employees, affiliates, service contractors, agents and representatives, as applicable, from any and all claims, actions, demands, damages, liability, or expenses of any kind or nature, including without limitation judgments, interest, reasonable attorneys' fees and all other costs and charges in connection with or arising out of (i) Exhibitor's use of any of the Exhibition Facilities or Show services, (ii) Exhibitor's noncompliance with or breach of this Agreement or any statutory, regulatory or common law obligation, (iii) Exhibitor's failure or alleged failure to obtain any necessary third party licenses (ASCAP, BMI, SESAC, etc.) to stage, produce and/or perform any copyright musical or other works in connection with Exhibitor's activities at the Show; (iv) Exhibitor's direct or indirect infringement of any copyright, trademark or other intellectual, proprietary, publicity or privacy rights of any third party in connection with Exhibitor's activities at the Show or any public relations, promotional or other material furnished by or on behalf of Exhibitor; and (iv) any claims of property damage or personal injury including death, caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise on the part of Exhibitor or its products or any of its directors, officers, employees, agents, representatives, guests or invitees, except to the extent due to the sole negligence or willful misconduct of Show Management or its owners, directors, officers, employees, representatives and agents.

17. Insurance: Exhibitor has full responsibility for its product, equipment, displays and Exhibit Space personnel. As a condition for Exhibitor's right to exhibit at the Show, Exhibitor, at its own expense, agrees to maintain adequate insurance to fully protect and indemnify Show Management and its affiliates, co-sponsors, service contractors and the Exhibition Facilities from any and all claims, arising from Exhibitor's presence or activities at the Show. Show Management, the Exhibition Facilities and the City where the Show is held and their respective owners, directors, officers, members, employees, affiliates, service contractors, agents and representatives, as applicable, do not accept responsibility, nor is a bailment created for merchandise or equipment delivered by or to the Exhibitor at any time. Show Management will not be responsible for the loss of any property from any cause and urges Exhibitor to exercise reasonable precautions to discourage loss due to theft or any other cause, including but not limited to, the removal of all small and valuable items from Exhibitor's exhibit space each evening at the close of the Show.

The following insurance coverage is required: (i) Worker's Compensation Insurance to the statutory limits; (ii) Employer's Liability Insurance with limits not less than \$1,000,000 each accident; (iii) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence combined Single Limit for bodily injury to any one person in any one occurrence, \$2,000,000 with respect to injuries to more than one person in any one occurrence, and \$1,000,000 with respect to damage of property and coverage for contractual, copyright infringement, operation of mobile equipment, products and host liquor liability; (iv) Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of \$1,000,000 per occurrence for \$1,000,000 combined single limit and (v) coverage in an amount sufficient to protect Exhibitor and Exhibitor's property, goods, wares, merchandise, chattels and any other property (i.e., transit from factory or warehouse to the Exhibition Facilities while stored or exhibited, and returned to Exhibitor's premises) against loss, damage, theft or injury of any nature, and any claims arising from any activities conducted through the duration of the Show, including move-in, Show days and move-out days. The above required policies must name as "Additional Insured" by endorsement: Show Management (UBM, LLC), the Exhibition Facilities and the City where the Exhibition is held and their respective members, officers, directors, agents, representatives and employees (the "Insured Entities"). Exhibitor shall deliver a Certificate of Insurance to Show Management upon Show Management's request.

18. Limitation of Liability: EXHIBITOR EXPRESSLY ASSUMES ALL RESPONSIBILITY, LIABILITY AND RISK ASSOCIATED WITH, RESULTING FROM OR ARISING IN CONNECTION WITH EXHIBITOR'S PARTICIPATION OR PRESENCE AT THE SHOW, INCLUDING WITHOUT LIMITATION, ALL RISKS OF THEFT, HARM, LOSS, DAMAGE OR INJURY TO OR OF ANY PERSON (INCLUDING DEATH), ITS OWN PROPERTY OR THE PROPERTY OF OTHERS, BUSINESS OR PROFITS OF EXHIBITOR, TORTIOUS ACTIVITY OF ANY KIND (INCLUDING LABEL, SLANDER OR INJURIES CAUSED BY SOUND LEVELS IN OR AROUND EXHIBITOR'S EXHIBIT) WHETHER CAUSED BY NEGLIGENCE, INTENTIONAL ACT, ACCIDENT, ACTS OF GOD OR OTHERWISE PRIOR TO, DURING OR SUBSEQUENT TO THE PERIOD COVERED BY THIS AGREEMENT.

IN NO EVENT WILL SHOW MANAGEMENT, SHOW MANAGEMENT'S SERVICE CONTRACTORS, THE EXHIBITION FACILITIES OR THE CITY WHERE THE EXHIBITION FACILITIES ARE LOCATED OR THEIR RESPECTIVE

OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY NATURE OR FOR ANY REASON WHATSOEVER WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. SHOW MANAGEMENT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE NUMBER OF PERSONS WHO WILL ATTEND THE SHOW OR REGARDING ANY OTHER MATTERS. EXHIBITOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PROVIDED UNDER APPLICABLE LAW SHOW MANAGEMENT'S MAXIMUM LIABILITY TO THE EXHIBITOR IN ANY WAY RELATED TO, IN CONJUNCTION WITH OR ARISING FROM THIS AGREEMENT, THE USE, REFUSAL, REJECTION OF EXHIBIT SPACE, OR JUDICIAL DETERMINATION OF SHOW MANAGEMENT'S WRONGFUL CANCELLATION OF EXHIBIT SPACE WILL BE LIMITED SOLELY TO THE RETURN OF ALL OR A PRORATED PORTION OF ANY EXHIBIT SPACE FEE PAYMENT PREVIOUSLY PAID TO SHOW MANAGEMENT BY EXHIBITOR.

19. Americans with Disabilities Act: Exhibitor shall have the sole responsibility for ensuring that its Exhibit Space is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that 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").

20. Intellectual Property, Music Licensing and Use of Copyrighted Works: By executing this Agreement, Exhibitor represents and warrants to Show Management that Exhibitor owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "Intellectual Property"), as the case may be, used by Exhibitor at or to promote its activities at the Show and all affiliated events. To the extent necessary to fulfill Show Management's express obligations hereunder, including without limitation, to advertise, promote and market the Show, or any website owned by Show Management or to use in connection therewith, 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. Exhibitor will be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the Show.

21. Photographs and Recording: From time to time, photographs, motion pictures and/or video recordings (collectively the "Recordings") may be made in the Exhibition Facilities, which Recordings may include images of Exhibitor, its employees, agents, representatives, spokespeople and related merchandise and displays. Exhibitors may not hinder, obstruct or interfere in any way with such Recordings whether by Show Management, its agents, attendees or other exhibitors. By signing the Exhibit Space Agreement, Exhibitor, on its own behalf and on behalf of its principals, employees, officers, directors, agents, representatives, and spokespeople, hereby licenses and authorizes Show Management to use the names trademarks, tradenames and logos and likenesses of Exhibitor and of any of Exhibitor's principals, employees, officers, directors, agents, representatives, and spokespeople participating in the Show or any associated events and depicted in any of the Recordings for commercial purposes, including, without limitation, to advertise, promote and market the Show.

22. Show Management Decisions: Any and all matters, compliance issues or questions not specifically covered or addressed in this Agreement, the Rules & Regulations will be subject solely to the decision and determination of Show Management. Exhibitor agrees that Show Management will have full power in any matter of interpretation, amendment and enforcement of all Terms and Conditions and Show Rules and Regulations, Sponsorship Materials and in the Facility Management contract, to which Show Management is or will be a party as it deems necessary for the general success of the Show, and in all instances Show Management's rulings will be final.

During the Show, Exhibitor agrees not to participate in any event or show that is similar to or competes with the Show. If, in Show Management's sole discretion, Exhibitor is in breach of this paragraph, Show Management reserves the right to prohibit Exhibitor from attending and exhibiting at the Show and shall retain any fees as liquidated damages.

23. Governing Law/Arbitration: This Agreement and these terms and conditions shall be construed as a whole in accordance with their fair meaning and the laws of the State of New York. The Exhibitor and Show Management agree that any and all disputes in any way relating to, or arising out of this Agreement or the assignment, use, denial, change, or cancellation of exhibit space, shall be submitted to the American Arbitration Association (AAA) for arbitration before a single arbitrator in accordance with the rules of AAA then in force and effect as the sole and exclusive remedy for resolving such controversies. The parties agree that the decision of the arbitrator shall be final and binding and that a judgment may be entered on such arbitration award in any court of competent jurisdiction. The parties agree that any such arbitration shall take place in New York, NY. The prevailing party in any such arbitration shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such arbitration. THE PARTIES ACKNOWLEDGE AND AGREE THAT BY SELECTING ARBITRATION AS THE SOLE AND EXCLUSIVE REMEDY FOR RESOLVING ALL DISPUTES AMONG THEM, THEY ARE WAIVING THEIR RIGHT TO A TRIAL TO WHICH THEY MAY BE OTHERWISE ENTITLED.

24. Miscellaneous: This Agreement shall not constitute nor be considered to create a partnership, employer-employee relationship, joint venture or agency between Show Management and Exhibitor. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended nor will they be construed to modify, define, limit or expand the intent of the parties as expressed in this Agreement. If any portion of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, void or invalid, then that portion will be considered severed from this Agreement and all remaining portions will remain in full force and effect as long as the essential terms of this Agreement remain valid, legal and binding. No waiver of any breach, failure, right, or remedy will be considered as a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless made in writing and signed by Show Management. Termination of this Agreement will not affect or modify those obligations of the Parties under this Agreement that by their terms are to survive the termination of this Agreement. Upon Exhibitor's execution of the Agreement Exhibitor acknowledges that it has read and understands the Terms and Conditions and the Show Rules and Regulations, and expressly agrees to accept the same extent as if set forth in full in the Agreement.

25. Entire Agreement: This Agreement, the Show Rules and Regulations and any amendments and schedules referred to herein constitute the complete and exclusive statement of the terms of the agreement between Show Management and Exhibitor pertaining to the Show and supersede any and all prior oral or written understandings, quotations, communications and agreements. No person is authorized to make any changes, amendments or modifications to this Agreement without the written consent of a duly authorized representative of Show Management.