Dealernews International Powersports Dealer Expo 2011 License Agreement

February 18-20, 2011 Indiana Convention Center, Indianapolis, Indiana

Booth	Priority Points
Account Manager	Dimensions
	Segment

NEW

A. COMPANY INFORMATION

Key Contact (person signing agreement): **Telephone**

Company

Fax **E-mail**

Address (No P.O. Box Please) **Website**

City, State, Zip, Country

Description of products to be displayed. Companies displaying products not related to powersports (motorcycles, ATVs, personal watercraft, etc) may be asked to remove their products or their exhibit.

WE REQUIRE A STANDARD BOOTH SIGN SHOWING COMPANY NAME: ☐ YES ☐ NO COMPANY NAME:

The above information will be printed in the 2011 Show Directory and pre-show promotional materials unless changed or updated with a Show Directory Listing Form.

FEES & PAYMENT

Exhibit Space Fees

Include space rental, booth identification sign, standard pipe and drapery, listing in the Show Directory, Pocket Guide, Badges, and pre-show promotional material.

10' x 10' booths at $2,825 per booth or $28.25 per nsf of exhibit space

Booth Relocation Requests – Must be made in writing. Requests will be handled in order of historical priority points. Show Management will attempt to honor choices in order of preference; however, final decisions regarding assignment are in the sole discretion of Show Management. Booth Relocations end December 10, 2010.

Number of Booths _____ x $2,825 = ❶

MIC Member Discount

Exclusively Endorsed By Motorcycle Industry Council

Current MIC Member companies may deduct 5% of their exhibit space fee or 40% of their 2010 MIC dues, whichever is less.

MIC Member Discount ❷ -

Additional Booth Fees

TOTAL ❸
After MIC Member Discount

Corner premium at $300/corner	**Number of Corner Booths _____ x $300 = ❹**	
Peninsula premium at $400/peninsula	**Number of Peninsula Booths _____ x $400 = ❺**	
Island premium at $1,000/island	**Number of Island Booths _____ x $1,000 = ❻**	

Payment Schedule

Deposit – This agreement must be returned with 50% of the balance due. Final balance is due no later than October 5, 2010.
Late Fee – There will be a late fee of $50 if final payment is not received by October 6, 2010.
Payment Information: The prices set forth above reflect a 3% discount from Advanstar's standard prices for the applicable services and apply only to payments made via Advanstar's preferred forms of payment: cash, checks and bank wire transfers. Payments for services made using credit cards are based upon Advanstar's standard prices (determined by dividing the prices set forth above by .97) and are not entitled to the cash, check and bank wire transfer discount extended to customers using Advanstar's preferred forms of payment. Please contact your sales representative to make arrangements for credit card payments based upon Advanstar's standard prices. No surcharge is imposed by Advanstar for payments made using credit cards.

Please read the reverse side for cancellation terms

TOTAL CONTRACT PRICE ❼
add lines 3 through 6

50% of balance due with contract

Final payment due on or before 10-5-10
100% of balance due with contract after 10-5-10

DISCOUNT FOR PAYMENT IN FULL: Exhibitors who pay 100% of the Total Contract Price by June 1, 2010 will receive 5% discount from the subtotal above. In consideration for the additional 5% discount, Exhibitor understands and acknowledges that, notwithstanding anything to the contrary in the License Agreement, in the event Exhibitor terminates this License Agreement any time after June 1, 2010, Exhibitor shall forfeit the entire Total Contract Price paid to Advanstar and will not receive a refund of any portion of such exhibit Contract Price.

_____ **Initial**

C. AGREEMENT

THIS LICENSE AGREEMENT is hereby submitted for exhibit space at Dealer Expo® 2011, produced and managed by The Powersports Group of Advanstar Communications.

- **Please sign and date this Agreement.**
- **Booth deposit MUST accompany Agreement.**

Exhibiting Company Signature (Authorized by Exhibiting Company) Date

Powersports Representative Date

By signing this Agreement the Exhibiting Company agrees to the Dealer Expo® and Show Agreement Terms and Conditions found on the reverse side of this Agreement. Any change in the Exhibiting Company's mailing address, show directory information, brand names or product listings must be communicated in writing. YES, by signing above the Exhibiting Company hereby affirmatively consents and agrees to receive (i) facsimile advertisements sent by or on behalf of Advanstar Communications to the facsimile number provided above; (ii) telephone solicitations initiated by or on behalf of Advanstar Communications and directed to the telephone number provided above; and (iii) commercial electronic mail messages sent by or on behalf of Advanstar Communications, its affiliates, lines of business and divisions.

D. PAYMENT INFORMATION

PAYMENT INFORMATION All credit card and debit card payments can be made online at www.advanstar.com/payonline.

Make checks payable to:
Advanstar Communications
Expo Billing & Collections Group
6200 Canoga Ave., 2nd Floor
Woodland Hills, CA 91367
(818) 593-5000
Fax (818) 227-4181

AMEX ☐ VISA ☐ MC ☐

Expiration Date _____ / _____

Charge Amount $_____

Card # ☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ☐☐☐☐

☐ **YES** You have my permission to charge the remaining booth fees to this credit card.
50% of exhibit fees _____ **DUE UPON RECEIPT OF CONTRACT**
Remaining fees _____ October 5, 2010

Cardholder Signature

Wire Instructions

Bank:	Wells Fargo Bank
Address:	San Francisco, CA
ABA Number:	121000248
Account Number:	0020128793
SWIFT BIC Number:	WFBIUS6S (International Only)
Beneficiary:	Advanstar Communications
Reference:	DLR11

If the billing address is different from the address given above:

Name

Street Address

City, State, Zip

ADVANSTAR COMMUNICATIONS

Fueled by Advanstar™

BASIC TERMS & CONDITIONS

Dealernews International Powersports Dealer Expo

1. DEFINITIONS
"Exhibitor" means the applicant identified on the front hereof; (b) "Show" means the specific expositions or conferences identified on the front hereof; (c) "Show Management" means, Advanstar Communications Inc. and their respective agents and employees; (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 accepted 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, in the Exhibitor Planning Guide, Sponsorship Materials 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. Notwithstanding anything to the contrary in this Agreement, 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 judgement, 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. 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. Non compliance with this shall result in loss of priority points. 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 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.
BOOTHS — Standard booth equipment (back and side walls, identification sign) is provided by Show Management without additional cost to the Exhibitor. If an Exhibitor plans to install a completely constructed display of such character that the Exhibitor will not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths. No display nor its contents may exceed a height of 8' nor may the side walls be higher than 8' within a distance halfway between the backwall and aisle. Raw wood, cardboard or similar material for wings to booths must be covered or painted if they are visible from adjacent booths. Failure to comply with the rules and regulations of this Agreement and as stated in the Exhibitor Planning Guide 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. Exhibitor shall be responsible for and 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.
PENINSULAS & ISLANDS — All peninsula and island areas must be a minimum of 400 square feet and must be carpeted at the Exhibitor's expense.

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 rights 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
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 request for reduction in space by Exhibitor must be in writing, by certified mail, return receipt requested. 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.

Date Written Notice of Cancellation or Reduction in Space is Postmarked	Cancellation Fee
• Prior to October 5, 2010	50% of exhibit fees+
• After October 5, 2010	100% of exhibit fees

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 of 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 sponsorship agreements or opportunities including, but not limited to, the right to present speakers at, or participate in, any conference components of the Show. Cancellation fees cannot be applied toward exhibition space at other shows or advertisements.

In the event Exhibitor fails to make any payments as specified 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 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, terrorism, 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.

6. PAYMENT INFORMATION
The prices set forth above reflect a 3% discount from Advanstar's standard prices for the applicable services and apply only to payments made via Advanstar's preferred forms of payment: cash, checks and bank wire transfers. Payments for services made using credit cards are based upon Advanstar's standard prices (determined by dividing the prices set forth above by .97) and are not entitled to the cash, check and bank wire transfer discount extended to customers using Advanstar's preferred forms of payment. Please contact your sales representative to make arrangements for credit card payments based upon Advanstar's standard prices. No surcharge is imposed by Advanstar for payments made using credit cards.

7. INSURANCE
A) 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.
B) 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 Advanstar Communications Inc., 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.
C) Exhibitors in the *Dealernews* International Powersports Dealer Expo 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. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name Advanstar Communications Inc. and the *Dealernews* International Powersports Dealer 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. AVAILABLE SERVICES
On behalf of the Exhibitors, Show Management has designated official Show contractors to provide the following: drayage, cartage, furniture, booth and floor decorations, signs, photographs, telephone services, etc. Services of electricians, plumbers, carpenters and other labor will be available and charged for at the then prevailing rates. Contractors and rates will be listed in the Exhibitor Planning Guide to be issued separately. Show Management assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangements for these services and payments are to be made between Exhibitors and official Show contractors. Rules and regulations for union labor are made by the local unions and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, exhibitor agrees to comply with the regulations.

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

11. INSTALLATION AND DISMANTLING
The specific requirements as to time for installation and dismantling of exhibits shall be as set forth in the Exhibitor Planning Guide supplied to each Exhibitor for the Show. Such requirements shall be binding upon the Exhibitor as though fully set forth herein.

12. EXHIBITS MOVE IN, MOVE OUT.
Movement of exhibits in and out of the Hall must be handled by official Show Contractors. No exhibit will be allowed into or out of the Hall without an official clearance from Show Management. The Exhibitor must make its own arrangements for transportation of exhibits and packing material. Show Management cannot accept or sign for exhibits on behalf of the Exhibitor. Move in and move out times and access outside of Show hours are limited to those described in the Exhibitor Planning Guide. At such time after the close of the Show as Show Management may specify or upon sooner termination of this Agreement, all exhibits shall be removed and cleared from the Show space and vacant possession of the exhibit space shall be delivered to Show Management in as good and clean order and condition as it was when delivered to Exhibitor. Exhibitors will pay the cost of repairing any damage caused to the Hall facility by the Exhibitor and/or its contractors. Any property remaining after the last day designated by Show Management for it to be removed may be held or otherwise disposed of by Show Management or Hall Management at the Exhibitor's expense. No property may be removed from the Show before the Show ends.

13. 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. Under no circumstances may the weight of any equipment or exhibit material exceed the Hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications.

14. SECURITY.
Show Management will provide perimeter guard service during the Show and while the Exhibit Hall is closed. 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.

15. ATTENDANCE.
Show Management shall have sole control over admission policies at all times.

16. 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, irrevocable, 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 Advanstar, its affiliates and partners as well as third parties licensed to send such messages to Exhibitor by any of the foregoing.

17. EXHIBITION ACTIVITIES.
Exhibitor agrees not to schedule or conduct any outside commercial activity including, but not limited to, receptions, seminars, symposiums and hospitality suites during the Show, whether such activities are held at or away from the Hall facility, except with the written approval of Show Management.

18. ERRORS AND OMISSIONS.
Exhibitor agrees that Show Management will not be liable in the event of any errors or omissions in the *Dealernews* International Powersports Dealer Expo directory listing or in any related materials. 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.

19. 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.

20. 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 effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

21. COSTS, EXPENSES AND ATTORNEYS' FEES.
If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or 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.

22. APPLICABLE LAW AND VENUE
This Agreement shall be governed by California law without application of its conflict of laws principles. Any suit relating to this Agreement shall be instituted in a state or federal court in Orange County, California, and the parties submit to the jurisdiction of any such court.

23. SPONSORSHIP AGREEMENT
All rules and regulations of all applicable sponsorship agreements and related materials are hereby incorporated into this Agreement.

24. AMERICANS WITH 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 (1) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Exhibitor by attendees of the Show, (2) assure, at its expense, that displays posted at or on Exhibitor's booth(s) are accessible to individuals with disabilities, and (3) not discriminate or retaliate against any individual in violation of the ADA.

25. 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.

26. INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES:
Advanstar requires exhibitors to respect the intellectual property rights of third parties. If Advanstar receives credible information indicating that a third party's intellectual property rights are being violated by any exhibitor, Advanstar 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, Advanstar reserves the right to remove the exhibitor from the premises.

27. USE OF FEES AND DEPOSIT.
Exhibitor expressly acknowledges that Show Management reserves the right to apply any amounts paid as fees or deposit pursuant to this Agreement to offset any amounts owed by the Exhibitor to Advanstar Communications Inc. ("Advanstar") from prior shows or other outstanding amounts ("Past Due Amount"). Show Management shall notify the Exhibitor in writing if it has applied any amounts paid pursuant to the Agreement to pay down a Past Due Amount. Exhibitor agrees to pay to Advanstar the amount offset against a Past Due Amount within ten (10) days of the date of Advanstar's notice or, if the deadline for the applicable payment is more than ten (10) days from the date of the notice, by the applicable deadline. If the Exhibitor fails to pay the offset amount within the required period, the Exhibitor shall be considered to be in default of its payment obligations under the Agreement and Show Management shall have the right to cancel or change the Exhibitor's space assignment and exercise its other rights under this Agreement.

28. NON-DISCLOSURE
The parties agree that this Agreement, including the pricing herein, is a confidential business matter. Each party agrees that, unless specifically required to do so by law, it will not reveal to any other person, entity, association or other body (other than such party's agents, representatives, employees, and advisors) the terms and conditions of this Agreement.