

EXHIBIT SPACE CONTRACT



November 29–December 1, 2012 Orlando, Florida • USA
Orange County Convention Center • North/South Building

FOR SHOW MANAGEMENT USE ONLY • FINAL BALANCE DUE: SEPTEMBER 7, 2012

Booth Numbers: _____	
No. of Booths Confirmed: _____	Deposit Received: \$ _____
Customer #: _____	Balance Due: \$ _____
Date: _____	Final Payment Received \$ _____

Please complete and return this contract with the required 50% deposit to PERFORMANCE RACING INDUSTRY (Trade Show Management). Booths in the PERFORMANCE RACING INDUSTRY Trade Show are assigned on a first-come, first-served basis.

We, the undersigned, herein after referred to as Exhibitor, do hereby submit our application for the reservation of display space as an exhibitor in the PERFORMANCE RACING INDUSTRY Trade Show, subject to all terms, conditions and regulations governing the Show and its production as set forth on the reverse side of this contract.

(PLEASE TYPE OR PRINT CLEARLY)

Company Name _____

Address _____

City _____ State _____ Zip _____

Main Company Phone _____ Company Fax _____

Company Website _____

Trade Show Contact Person _____ E-mail _____

Direct Line _____ Cell Number _____

IMPORTANT: All exhibitors must log on to www.performanceracing.com and verify your company's complimentary exhibit listing for the official PRI November Show Issue and online exhibitor search. Don't miss out on these key marketing opportunities.

Exhibitor Dashboard

Log-in



*Once your exhibit location has been secured, a username and password will be sent to your attention.

BOOTH LOCATIONS Existing exhibitors' requests for booth location changes and new exhibitors will be assigned booth space upon availability. Exhibitor agrees that Trade Show Management may substitute the actual space assigned to exhibitor if necessary.

Please indicate if you are a machine manufacturer or if you qualify to be in **MACHINERY ROW:** YES NO

FEES AND DEPOSITS (Payments must be in US funds) **ALL INTERNATIONAL EXHIBITORS PLEASE PAY BY CREDIT CARD ONLY!**

SINGLE-LEVEL BOOTH ● \$1,700 per single 10' x 10' booth. ● \$1,600 per booth for two or more booths.

IMPORTANT: All peninsula booths must submit a detailed drawing to Trade Show Management for approval.

TWO-STORY PENINSULA EXHIBITS

● Bottom Level - \$1,600 per booth, four-booth minimum. ● Top Level - 50% of earned booth rate for total square footage of upper level.

Total number of 10' x 10' booths requested: _____ x \$ _____ = \$ _____

YES - Expand My Exhibitor Listing on PRI Interactive Show Floor Plan: SUITE PACKAGE \$495 WINNER PACKAGE \$995

TYPE OF PAYMENT ACCEPTED:

CHECK VISA MASTERCARD AMEX *PAY ONLINE TODAY AT: www.prishow.org/boothpay

Amount of deposit enclosed (50%) \$ _____ (Due: March 16, 2012) REMAINING 50% WILL BE BILLED TO CREDIT CARD ON SEPTEMBER 7, 2012.

Credit Card Holder Name: (As it Appears on Credit Card) _____

Credit Card Number: _____ Expiration Date: _____ 3-Digit Vcode: _____

ACCEPTANCE Trade Show Management reserves the right to accept or reject this contract for any reason. **This application becomes a contract upon acceptance by Trade Show Management. By signing the area designated below, you acknowledge that you have read and understand the reverse side of this page and that the reverse side of this page forms a part of this contract.** Contact the PERFORMANCE RACING INDUSTRY Trade Show office with any questions concerning Show arrangements. Please fill out and mail application along with your check to:

PERFORMANCE RACING INDUSTRY Trade Show • 31706 South Coast Highway • Laguna Beach, CA 92651 • USA • 949-499-5413 • FAX 949-499-0410

Exhibiting Company Representative (signature)

Print Name

Date

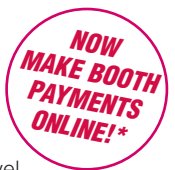


EXHIBIT SPACE RENTAL AGREEMENT



PLEASE READ! IMPORTANT INFORMATION

1. PAYMENT

A 50% deposit shall be paid with application by the date specified on the front of this contract. The balance is due and payable 90 days prior to opening day and is a condition to the continued reservation of the space. **ALL CANCELLATIONS MUST BE REQUESTED IN WRITING.** Cancellations received 90 days prior to PRI Trade Show will result in a full refund. Refunds paid 30 days after date of Trade Show. Payments will be forfeited if cancellations are received after 90 days prior to the PRI Trade Show.

2. EXHIBITS

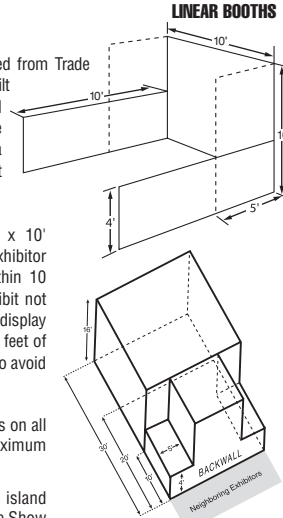
Exhibits shall be so arranged as not to obstruct the general view nor hide the exhibits of others. Plans for specially built displays not in accordance with regulations must be submitted to Trade Show Management before construction is ordered.

BOOTH SPACE

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

STANDARD BOOTH EXHIBITS

Unless express written permission to the contrary is secured from Trade Show Management in advance, regular and specially built backwalls for linear booths, including signs, may not exceed an overall height of 10' and must be freestanding. Low side dividers between exhibits should not exceed 36" in height. If a high divider is desired, it shall not exceed 10' in height and not extend from the backwall more than 4'. See drawing.



PENINSULA EXHIBITS Exhibit with four or more 10' x 10' standard units back to back with an aisle on three sides. Exhibitor cannot create an island effect with flooring variation, within 10 linear feet of a neighboring exhibitor. Peninsula space exhibit not to exceed maximum height limit of 16'. Absolutely no display fixtures can be over 4' in height and placed within 10 linear feet of a neighboring exhibit, unless it is within 5' of the centerline to avoid blocking the sight line from the aisle to the adjoining booth.

ISLAND EXHIBITS Any exhibit 20' x 20' or larger with aisles on all four sides. Island peninsula space exhibit not to exceed maximum height limit of 16'.

PENINSULA & ISLAND EXHIBITS All peninsula and island exhibitors must submit renderings with dimensions to Trade Show Management in its sole discretion for approval 90 days before the first day of move in. Island and peninsula exhibitors that downsize or cancel their booth space within 90 days prior to the show, booth payment will not be refunded.

PENINSULA BOOTHS

EXHIBITS OUT OF REGULATION PRI Management will have the right to decide at any time if an exhibitor is not in compliance to PRI booth guidelines. Any booth infraction found on site must be fixed and comply within PRI booth guidelines by the last day of move in. If the exhibitor does not wish to comply with PRI booth guidelines, the exhibitor will be asked to leave the Show without a refund of booth payment.

MULTI-STORY EXHIBITS Regardless of whether people will occupy the upper area or not, all exhibit fixtures and components exceeding 12' 0" (3.66m) in height must have drawings available for inspection by Trade Show Management, the installation and dismantling contractor, the exhibitor and governmental authority during the time the exhibit is being erected, exhibited and dismantled at the show site that include a signature or stamp of a reviewing structural engineer indicating that the structure design is properly engineered for its proposed use, and a signature of an authorized official of the exhibit building company indicating that the structure is built in compliance with the details and specifications set forth on the drawings. Signs must also be posted indicating the maximum number of people the structure will accommodate.

TRAILER EXHIBITS Must comply with all trailer guidelines as stated in the Exhibitor Service Manual.

3. FLOOR PLAN

Show Management reserves the right to relocate exhibitors or adjust the floor plan to accommodate the best interest of the Show. Booth changes may occur at any time to accommodate needs to the master floor plan. Show Management shall determine final placement of all exhibits.

4. OPERATION

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

5. INSTALLATION AND DISMANTLING

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

6. UNOCCUPIED SPACE

Trade Show Management reserves the right, should any rented exhibitors' space remain unoccupied on any Show day or should any space be forfeited due to failure to make proper payment, to rent said space to any other exhibitor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation of the exhibitor to pay the full amount specified in his invoice for space rental, or the obligation of Trade Show Management to refund any deposits or fees.

7. SUBLETTING OF SPACE

The exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned, or have representatives, equipment, or materials from firms other than his own in the exhibit space.

8. EARLY BREAKDOWN

All exhibitors must remain until the end of the last Show day to breakdown exhibit. Exhibitors who breakdown early will lose their first right of refusal to their space for the next year's booth plotting process.

9. LABOR

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

10. FIRE, SAFETY AND HEALTH REGULATIONS

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

11. SERVICE CONTRACTORS

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

12. LIABILITY EXCLUSION

Trade Show Management will not be liable for loss or damage to the property of the exhibitor or his representatives or employees from theft, fire, accident or any other cause. Exhibitor agrees to save the exhibit hall owner, employees and Trade Show Management and their agents and employees free and harmless of and from all claims, demands, damages and liability of whatsoever kind and character asserted by any person or persons on account of any loss or damage to property or injury to or death of any persons occurring upon or about the leased premises arising out of the use of the leased premises by exhibitor including attorney's fees and costs of defending against any such claim, demand, damage or liability.

13. INSURANCE

Exhibitors shall carry and maintain during the period of any show in which they exhibit, including move-in and move-out days, and at their sole cost and expense personal injury and property damage coverage under a policy of general public liability insurance, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage naming Trade Show Management as an additional insured. Exhibitor warrants that by signing this contract he has complied specifically with the insurance requirements of this contract and upon request will deliver a certificate of such insurance to Trade Show Management.

14. UTILITIES

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

15. INABILITY TO PERFORM

If Trade Show Management should be prevented from holding the Trade Show or if it cannot permit the exhibitor to occupy his space due to circumstances beyond its control, including, but not limited to strike, civil disobedience, and/or acts of God, Trade Show Management will refund to the exhibitor the amount of the rental paid by him, less a proportionate share of the Trade Show expenses, and Trade Show Management shall have no further obligation or liability to the exhibitor if the exhibitor shall have made no rental payment, he nevertheless shall be obligated to pay his proportionate share of such expenses.

16. RULES AND REGULATIONS

Trade Show Management shall have full power in the interpretation and enforcement of all rules contained herein to make such further rules and regulations as it shall consider necessary for the proper conduct of the PERFORMANCE RACING INDUSTRY Trade Show.

17. DISPUTE RESOLUTION

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

18. ANY TYPE OF BALLOON MAY NOT BE DISTRIBUTED, USED OR DISPLAYED.

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