

Official Terms & Conditions For Louisville New Car Show Exhibitors

Louisville New Car Show
Kentucky Exposition Center
February 24 -26, 2012

The following terms and conditions are incorporated into the Exhibit Space Contract (“Contract”) for Louisville New Car Show Exhibitors

- 1. Organizers:** As used herein, the “Show” means the 2012 Louisville New Car Show promoted in conjunction with Carl Casper’s Custom Auto Show, and the “Organizer” means Greater Louisville Automobile Dealers Association, a Kentucky not-for-profit corporation, or its officers, agents or employees acting on its behalf in the organization, promotion, and production of the Show.
- 2. Show Hours:** The official open hours of the Show are 6 P.M. - 11 P.M. on Friday; 10 A.M. – 10 P.M. on Saturday; and 12 Noon - 6 P.M. on Sunday. Entry to the exhibit area on Show days during non-Show hours will be permitted by exhibitor badge only and will be limited to one and one-half hours before and after Show hours. Scheduled times for move-in of exhibits will be assigned to Exhibitors two weeks prior to move-in and shall be strictly adhered to. All exhibits must be in place and ready for display no later than 3:00 P.M. on Friday and remain intact until the official close of the Show. All exhibits must be removed by 5 P.M. on Monday, following the close of the Show, unless otherwise specified in the move-out schedule.
- 3. Show Promotion:** Organizer will arrange Show promotion and publicity for the Show. This will include distribution of general Show publicity items in reasonable quantities to exhibiting companies and other literature on the Show.
- 4. Floor Plan:** Organizer may change the size or location of the Exhibitor's space or layout of the exhibition at any time if the Organizer deems it to be in the best interest of the Show.
- 5. Contract Procedures:** Exhibit space is assigned by contract/invitation only. If several independent companies will share the space, this must be so indicated in the Contract; likewise, if subsidiaries or divisions of a company are to be listed as separate exhibitors, their names should be furnished in the Contract. Organizer reserves the right to reject applications for space if Organizer deems it to be in the best interest of the Show.
- 6. Space assignments:** Space assignments will be as provided to Exhibitors after acceptance of the Contract by the Organizer. Notice of any changes in space assignments after acceptance will be provided to Exhibitors at least one week prior to the Show. Organizer reserves the right to change such assignments if Organizer deems it to be in the best interest of the Show.

7. Subleases: The Exhibitor signing the Contract cannot sublease any portion of its exhibit area.

8. Admission: Admission to the Show will be controlled by official badging to be determined by the Organizer. At least two weeks before the Show, each Exhibitor will furnish to the Organizer the names of those personnel who will staff the Exhibitor's booth.

9. Displays and Construction:

(a) Standard Exhibit: (One or more exhibit units in a straight line). All standard exhibits will be confined to a maximum height of ten feet. All display fixtures over three feet in height and within ten feet of an adjoining booth must be confined to that area of the Exhibitor's space within five feet of the back line. Exhibitors are discouraged from using canopies and must clear use with the facility.

(b) Bulk Space: (Exhibit unit with aisles on four sides). All island exhibits will be confined to a maximum height of twenty feet in any portion of the exhibit. Manufacturer exhibits may be allowed a higher limitation with special permission of the Organizer.

(c) Bulk Space Signs: One 3 x 4 foot tabletop sign will be permitted per manufacturer listing participating dealerships. This sign may only be displayed in the manufacturers area.

(d) Booth Signs: Exhibitors will be provided one sign per booth listing company name and location. Additional signs may be contracted privately through the Show decorator. All privately contracted signs on site must be approved by the Organizer.

(e) Character of Exhibits: The Organizer reserves the right to approve the character of all displays and to prohibit any display which, because of noise or other objectionable features, detracts from the general character of the exhibit. Advertising signs and stunts, which are aggressively promotional in nature, intended for use in the exhibit area, the exhibit hall or the approaches thereto, must be submitted to the Organizer for approval.

(f) Dealers' Inventory: A dealer may display only those vehicles for which the dealer holds a manufacturer's franchise, as defined by Organizer's Board of Directors.

10. Exhibitor Conduct and Activity: No soliciting of registrants shall be permitted in the aisles or in other Exhibitors' booths. Samples, catalogues, pamphlets, souvenirs, and other promotional items may be distributed by Exhibitors and their representatives

(including models) only within their own booth area. Exhibitors will be permitted to conduct any prize drawing or awards for signing of names and addresses with prior approval of the Organizer. All signs, advertising, literature and other promotional material must directly relate to the Exhibitor's name, product and service as set forth and approved in the Contract. An Exhibitor shall not conduct any event or activity outside of Exhibitor's exhibit space without prior written consent of Organizer.

11. Renewal: Organizer agrees that all Exhibitors participating in the Show shall be given the first right of renewal in future Shows.

12. Use of Sound Devices: Use of music, sound slides, sound motion pictures, loud speakers and other sound devices is subject to the approval of the Organizer. Use of motion pictures and slides will be permitted only if they are directly related to products, services, techniques, or application. The sound volume must be maintained at a level so as to avoid any interference with neighboring Exhibitors and when objections are noted, the Organizer in its discretion may prohibit the use of sound devices or limit operation to short time periods.

13. Noise: While the operation of displayed products is encouraged, such operation must be accomplished without creating a sound factor, which could be objectionable to neighboring Exhibitors. The Organizer reserves the right to terminate Exhibitor's Contract, without penalty or refund, in the event that such noise becomes disruptive to the Show.

14. Beverages and Food: Exhibitors shall not serve alcoholic beverages and/or food or other beverages within the exhibit hall unless special permission is received in writing from the Organizer.

15. Contractor's Services:

(a) Services: All services, including but not limited to furniture, carpeting, labor, drapery, florists, electrical, telephone, storage and other special required services can be arranged through the Organizer. The Exhibitor's Kit, incorporated into these terms and conditions as if written in full herein, will provide the proper forms for ordering such services.

(b) Carpet: All bulk spaces must be carpeted.

16. Exhibitors' Lounge: An Exhibitor-only lounge will be available for all registered Exhibitors in the Show.

17. Cleaning: The Organizer will arrange general hall cleaning at the close of the Show each day. Exhibitors must place all trash and other debris in the aisles for pick-up.

18. Exhibitor Property:

(a) Security: Organizer will arrange general 24-hour security beginning the first day of move-in through and including the last day of move-out. No outside security personnel will be allowed in the immediate exhibit area during non-public hours unless circumstances warrant. The Organizer reserves the right to reject any commercial security provided by Exhibitor. Security is provided to prevent entry to exhibit areas by anyone not authorized by the Organizer, or not wearing proper badges for admission to such areas. The security service supplied does not guarantee Exhibitor against loss, and Organizer does not assume any liability for Exhibitor's property.

(b) Damage and Theft: Exhibitor understands that Organizer will not carry insurance of any kind on property (including but not limited to exhibits, furniture, furnishings and automobiles) of Exhibitor or Exhibitor's guests, invitees, employees or agents, and that Organizer will not be responsible nor be liable for damage, loss or theft of or to property of Exhibitor or Exhibitor's guests, invitees, employees or agents. No damages, compensation, claim or refund shall be payable by Organizer or any agent, employee, servant, officer, director, manager, member, committee, owner, representative, insurer, sponsor, advertiser, guest or invitee, successor, assign, or affiliate (including subsidiary) (each a "Related Party" and collectively "Related Parties") of Organizer, for any inconvenience to or loss of Exhibitor's business arising from or in connection with any theft, loss or damage to or of Exhibitor's property or portion thereof. To insure against such contingencies and to protect from exhibit loss by fire, flood, explosion damage or loss, Exhibitor should contact its insurance carrier concerning an "extra territorial" rider as part of its regular policy. Exhibitors should be on hand to supervise during setup and dismantling of equipment and other items of high value. Small items of great value should be removed from the exhibit or placed in an appropriate locked enclosure during hours when exhibits are not supervised by company personnel. Exhibitor hereby releases and discharges Organizer and Organizer's Related Parties of and from any liability whatsoever hereafter arising from loss, damage, or injury caused by theft, fire, or other insurable casualty. Furthermore, the Exhibitor shall defend and hold harmless the Organizer and its directors, employees and agents from any liability for same. All property of an Exhibitor is understood to remain in Exhibitor's care, custody and control in transit to or from or within the confines of the exhibit hall. If an exhibit fails to arrive, Exhibitor is nevertheless responsible for the booth rental.

(c) Package Removal During Exposition: No units of an exhibit or packages may be removed from the exhibit building during the Show without a written release supplied by the Organizer and supported by proper credentials. All packages, briefcases, etc., are subject to examination before arrival.

(d) Move-Out: At move-out, Exhibitor shall make specific arrangements to package or place under lock and key any items of extremely high value and especially

any items of general interest such as small instruments, walkie-talkies, high fidelity equipment, projectors, etc. Exhibitors should be certain that small package items are in the hands of the drayage firm before leaving the Show premises.

19. Advance Registration Services: The Organizer agrees to provide advance Exhibitor registration. See Exhibitor's Service Manual for details.

20. Damage to Exposition Center: Exhibitors will be liable for any damage caused by fastening fixtures to floors, walls, or columns to the Kentucky Exposition Center and for any damages to equipment furnished by the Organizer or service supplier designated by them.

21. Insurance:

(a) Exhibitor shall maintain at Exhibitor's own cost and expense insurance against fire and such other perils as may be included in the so-called special form fire and special extended coverage insurance on Exhibitor's property in an amount adequate to cover their replacement cost. Exhibitor shall submit proof of such insurance to Organizer upon Organizer's request.

(b) For purposes of the Show, moving into and moving out from the Show, and any and all activities and events conducted by Exhibitor or any of Exhibitor's Related Parties in connection with the Show, Exhibitor, for itself and on behalf of decorators, contractors, service people, or others employed by Exhibitor, shall secure, furnish and maintain at Exhibitor's own cost and expense:

1. Worker's Compensation insurance in the minimum amounts required by the Commonwealth of Kentucky;

2. Public liability and property damage insurance for this purpose in the amount of \$1,000,000.00 for injury to one person, \$2,000,000.00 for injuries in one casualty and \$200,000.00 for damage to property.

3. Symbol #1 automobile liability insurance, any auto combined single limit,\$1,000,000

4. Employee's liability insurance, each accident \$100,000.

(c) All such insurance shall be issued by financially responsible insurers approved by Organizer (which approval shall not be unreasonably withheld) and authorized to do business in the Commonwealth of Kentucky. Each insurance carrier shall have an A.M. Best Rating of A-VII or better. All insurance shall contain a provision whereby each insurer agrees not to cancel such insurance without 30 days' prior written notice to Organizer and shall provide for a deductible not greater than \$1,000 from any loss payable. At least thirty days prior to the Show, Exhibitor shall furnish Organizer with

appropriate certificates evidencing the aforesaid insurance coverage. Such certificates shall also provide that coverage will not be cancelled or materially altered prior to March 1 following the Show. If the coverage is provided on a claims made basis, such insurance shall remain in effect for a minimum of one year following Exhibitor's completion of its move-out from the Show.

(d) All insurance required under paragraph 21(b) above shall name Greater Louisville Automobile Dealers Association, Inc., the Kentucky State Fair Board, Kentucky Exposition Center, Show Cars, Inc., and their respective Related Parties as additional insureds.

(e) Exhibitor will cause each insurance policy carried by Exhibitor to provide that the insurer waives all right of recovery by way of subrogation against Organizer in connection with any loss or damage covered by the policy. Exhibitor shall not be liable to Organizer for any loss or damage paid for by the insurance policies maintained by Exhibitor.

22. Indemnity: Organizer, the Kentucky State Fair Board, Kentucky Exposition Center, Show Cars, Inc. and their respective Related Parties (collectively, "Indemnitees" and individually an "Indemnitee") shall not be held responsible for and each is hereby expressly relieved from any and all liability by reason of any injury, death, mental anguish, loss or damage to any person or property inside, outside or about the Kentucky Exposition Center, however caused, whether the loss, death, injury, mental anguish or damage be to the person or property of Exhibitor or any other person. Exhibitor, on behalf of itself and its Related Parties, shall indemnify and hold harmless each of the Indemnitees, from and against any and all liabilities, judgments, demands, causes of action, claims, demands, actions, suits, judgments, charges, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees and costs arising out of or in any way connected with (i) the conduct or management of Exhibitor's exhibit space; (ii) any activity or event conducted, promoted or organized by Exhibitor in connection with the Show; (iii) any work or thing whatsoever done, or any condition created (even if due to Indemnitee's negligence or breach of this Contract) in or about Exhibitor's exhibit space during the Show or while moving into or moving out from the Show; (iv) any act, omission, or negligence of Exhibitor or any of its Related Parties or contractors; (v) any accident, injury, death, mental anguish, or damage whatever (even if caused by Organizer's negligence) occurring in, at, or upon Exhibitor's exhibit space or occurring during or in connection with an event organized, promoted or conducted by Exhibitor or any of Exhibitor's Related Parties; and (vi) any breach or default by Exhibitor in the full and prompt payment and performance of Exhibitor's obligations under this Contract. In case any action or proceeding is brought against an Indemnitee and such claim is a claim for which Exhibitor is obligated to indemnify an Indemnitee pursuant to this Contract, Exhibitor, upon notice from the Indemnitee, shall resist and defend such action or proceeding (by counsel reasonably satisfactory to Indemnitee). Exhibitor shall carry insurance that covers its obligations under this Section and shall deliver evidence of such insurance to Organizer. The obligations of Exhibitor

under this Section shall survive the expiration or earlier termination of this Contract or the Show.

23. Labor: All labor performed by vendors listed in the Exhibitors Service Manual, including repairs and tracing malfunctions will be charged at those rates set forth in the Exhibitors Service Manual. Orders received less than 36 hours prior to the Show will not be installed at the advance order rate, and may not be installed in time for the Show opening.

Any unofficial service contractor (any contractor not selected by Organizer who services an exhibit) must conform to these Terms & Conditions and the Rules & Regulations as published in the Exhibitors Service Manual.

24. Payment Policy: The signed Contract and a 30% deposit are due on or before November 15, 2011, and payment of the remaining balance is due on or before December 30, 2011. All deposits and remaining balances are payable in U.S. dollars and are non-transferable, non-refundable, and not subject to cancellation. Exhibitor is responsible for paying any applicable sales tax or other form of excise tax. Organizer may, but shall not be required to, accept a signed Contract received after December 30, 2011. 100% payment must accompany any signed Contract that is received by Organizer after December 30, 2011.

25. Reduction of Space: An Exhibitor's request for a reduction in part or all of its exhibit space must be submitted in writing to the Organizer on or before December 30, 2011. The Organizer may, but shall not be required to, permit part or all of the requested reduction and may charge an administrative fee of \$100 for considering the reduction. A reduction in part or all of an Exhibitor's exhibit space shall not result in a refund of any deposit nor relieve Exhibitor from timely paying the entire contract balance.

26. Remedies for Non-Payment: If Exhibitor fails to pay the entire amount owed under the Contract on or before December 30, 2011, then Organizer, at its option, may retain the deposit and reduce part or all of Exhibitor's exhibit space, or retain the deposit and recover all unpaid amounts due under the Contract. Amounts not paid when due shall be subject to a monthly service fee not to exceed 2% per month of the outstanding balance. In addition, Organizer shall be entitled to recover reasonable attorneys fees and other collection costs incurred to collect past due amounts.

27. Amendment: This contract shall only be amended or modified upon the written consent of both the Organizer and the Exhibitor, excepting those provisions expressly providing otherwise.

LOUISVILLE NEW CAR SHOW

Louisville, Kentucky

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