

2011 Vendor Agreement



Please mail to: Piston Power Show
 Attn: Vendor Sales Manager
 One I-X Center Drive
 Cleveland, OH 44135
 Phone: (216) 265-2619
 Fax: (216) 898-2862

EVENT DATES & HOURS:	
Friday, September 30, 2011	3:00 p.m. – 9:00 p.m.
Saturday, October 1, 2011	10:00 a.m. – 9:00 p.m.
Sunday, October 2, 2011	10:00 a.m. – 5:00 p.m.

1 COMPANY: _____
 CONTACT: _____ TITLE: _____
 STREET: _____
 CITY: _____ STATE: _____ ZIP: _____
 PHONE: _____ MOBILE: _____
 EMAIL: _____ WEBSITE: _____

2 Description of product(s) & booth activity for website and show program:

 I intend to (please check all that apply):
 sample product sell product use a microphone have one or more vehicles in my exhibit

3 Booth Size 1st Choice 2nd Choice 3rd Choice
Required: _____ (sq. ft.) #: _____ #: _____ #: _____
 (Please refer to floor plan for booth location preferences. The I-X Center will try to accommodate all requests).
 Space rental includes: pipe & drape (inline booths only), booth I-D sign, two all-event parking permits, two exhibitor badges, and free listing on show website. Additional services available through I-X Customer Service.

4 **EARLY PAY ADVANTAGE!!!**
 All Exhibitors that submit full payment for booth space by July 1, 2011, will receive a 10% discount toward eligible exhibitor services as specified in the Exhibitor Service Manual. (Prevailing rates apply).
 Note: Advanced rate deadline is September 16, 2011

Cost Calculation	Standard Rate - Exhibit Space Cost 100 sq. ft. to 200 sq. ft. (100 sq. ft. minimum) = total sq. ft. size x \$5.00 ;	\$
	Volume Discount - Exhibit Space Cost 300 sq. ft. to 600 sq. ft. = total sq. ft. size x \$4.00	\$
	Bulk & Custom Rate - 700 sq. ft. and up = Call For Pricing	\$
	TOTAL:	\$

5 **Payment by Check** (please enclose and make check payable to: **I-X Center**) — see **PAYMENT SCHEDULE**.
 50% deposit full payment
Payment by Credit Card:
 50% deposit full payment
 Credit Card Number: _____
 Exp. Date: _____ / _____ Code: _____
 Card Holder's Name: _____ Signature: _____

I, the undersigned, give the I-X Center, dba Piston Power Show, authorization to charge exhibit space for the Piston Power Show to the credit card above. I understand that this card will be charged with the balance due, if no other form of payment is received by the I-X Center by July 31, 2011.

6 **PAYMENT SCHEDULE**
 On or after May 1, 2011, up to July 31, 2011 – 50%
 On or after July 31, 2011 – 100%
 A payment must be returned along with this signed Exhibit Space Agreement. If exhibit space is contracted after any of the listed dates, the amount corresponding to the most recently passed date is due at this time to secure participation.

7 Cancellation, Withdrawal, Downsizing and Default Schedule for Liquidated Damages

		CANCEL/WITHDRAW (% of Total Exhibit Fee)	DOWNSIZE (% of Total Exhibit Fee Differential)
PRIOR TO	May 1, 2011	33%	33%
ON OR AFTER UP TO	May 1, 2011 July 1, 2011	66%	66%
ON OR AFTER	July 1, 2011	100%	100%

8 *I/We herby apply for exhibit space in the Piston Power Show. If accepted, I/We acknowledge and abide by the show terms and conditions listed on all pages of this contract, in addition to all I-X Center Building Rules and Regulations.*
 Signature: _____ Date: _____
 Co-signed in acceptance by: _____ Date: _____, on behalf of I-X Center.

Show management use only: _____

Terms and Conditions:

1. EXHIBITOR COVENANTS

- a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors of the Show.
- b) The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by I-X Center Corporation ("I-X") including rules and regulations set forth in the Exhibitor Manual.
- c) The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- d) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies I-X that the contest is being operated in accordance with applicable law; and (ii) the prior written consent of I-X is obtained.
- e) The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights (the "Work") that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of I-X. The Exhibitor agrees to indemnify and save harmless I-X and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor its agents, representatives, employees and those for whom the Exhibitor is responsible in law.

2. I-X CENTER RIGHTS

- a) I-X reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show, (ii) reject or prohibit exhibits or Exhibitors which I-X considers objectionable, inappropriate, disruptive or offensive to I-X, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part; or (v) change the date, location and duration of the Show; without any liability to I-X.
- b) I-X shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

3. ASSIGNMENT AND SUBLETTING

- a) The Exhibitor shall not assign any rights or sublet space under this license agreement without the prior written permission of I-X, which permission may be withheld in I-X's sole discretion.

4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless I-X and the facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses) costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, I-X, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

5. LIABILITY AND INSURANCE

The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to I-X for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name The I-X Center, its parent corporation, subsidiaries, all affiliated companies as additional insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of I-X, the Exhibitor shall provide I-X with a copy of such policy.

- a) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against The I-X Center, its parent corporation, subsidiaries, all affiliated companies and/or the Show sponsors, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.
- b) Neither I-X nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

6. BOOTH DISPLAY

- a) All exhibits require full floor covering and must be constructed of hardwall or professional show drape. All tables must be professional skirted with floor length, fire resistant skirting that is pleated or gathered. No plastic or paper tablecloths are allowed. Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor manual.
- b) The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred.

7. CANCELLATION AND TERMINATION

- a) The Exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to I-X no later than sixty (60) days preceding the opening date of the Show. All deposits received by I-X up to the date of notice of cancellation are non-refundable and non-transferable. In the event that the Exhibitor (i) notifies I-X less than sixty (60) days preceding the opening date of the Show that it wishes to cancel this license agreement; or (ii) fails to make payments in accordance with the payment schedule set out herein; or (iii) except as otherwise permitted herein, fails to appear at the Show; reserves the right to (iv) cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate; (v) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement; (vi) re-rent the said space; and (vii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from I-X.
- b) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to I-X shall be deemed earned by I-X and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of this license agreement, I-X shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as I-X deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another Exhibitor in the Show.
- c) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling I-X to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to I-X to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

8. FORCE MAJEURE

- a) In the event that (i) the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) I-X is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of I-X, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of the public enemies, riots or civil disturbances, strike, lockout or boycott, I-X will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

9. MISCELLANEOUS

- a) Waiver by I-X of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.
- b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto.
- c) This license agreement shall be governed by and construed in accordance with the laws of the state of Ohio.