

APPLICATION / CONTRACT FOR EXHIBIT SPACE

The Golden State Trucking Expo, 2010

Fairplex, Pomona, CA

Saturday, October 16, 10am-5pm • Sunday, October 17, 10am-4pm

Fax Application / Contract with credit card deposit to: (650) 349-5169 or

Mail Application / Contract and check to: The Golden State Trucking Expo, 1155 Chess Dr., Suite 101, Foster City, CA 94404

Questions? Call (800) 227-5992 or (650) 349-4876 • www.GoldenStateTruckingExpo.com

1. EXHIBITING COMPANY INFORMATION

Company Name _____

Street Address _____

P.O. Box _____ E-mail _____

City, State, Zip _____

Contact _____ Title _____

Telephone _____ Fax _____ Web _____

Product or service to be exhibited _____

Send all correspondence to the name and address below: (If different than above)

Company Name _____

Street Address _____

P.O. Box _____ E-mail _____

City, State, Zip _____

Contact _____ Title _____

Telephone _____ Fax _____

2. BOOTH SPACE INFORMATION

Booth Location Preference <small>(Double check Floor Plan. Confirm booth #'s)</small>	Size <small>(See Floor Plan)</small>	Price <small>(See Floor Plan)</small>	Special instructions (i.e., please assign <input type="checkbox"/> near to/ <input type="checkbox"/> away from the following: exhibitors, concessions, perimeter, etc.)
1. _____	_____	_____	_____
2. _____	_____	_____	_____

I have indicate my two choices above. Because of space assignment priorities, I understand that booth(s) requested may not be available.

Show Management reserves the right to assign a different space than requested.

3. **EXTENDED PAYMENT PLAN:** 10% deposit of total booth price must accompany this form. Balance to be divided equally and invoiced or _____ monthly until September 30, 2010.

CUSTOM PAYMENT PLAN: To discuss payment options, please call Sue K. Fena at (800) 227-5992, ext. 13.

All booths must be paid in full prior to Move-In. Deposit is non-refundable following assignment. Subsequent payments are non-refundable.

(Payment is for booth space only - does not include carpet, furnishings or electricity)

Check enclosed _____ (Payable to The Golden State Trucking Expo)

Please charge my: AmEx Visa MasterCard \$ _____ (Maximum \$3000)

Cardholder Name _____ Signature _____

Card # _____ Exp. Date _____ Billing Zip Code _____

We agree that The Golden State Trucking Expo, is responsible for all aspects of The Golden State Trucking Expo and shall have full power in the interpretation and enforcement of the requirements outlined in this Contract. Any changes to this Contract must be initialed by both parties. All matters not covered by the foregoing shall be subject to the final judgement of Show Management. For information or interpretation of this Contract, contact Roger Sherrard, President, The Golden State Trucking Expo, E-mail: rsherrard@truckshowproducer.com, 1155 Chess Drive, Suite 101, Foster City, CA 94404, Phone (650) 349-4876, or (800) 227-5992, FAX (650) 349-5169. It is understood that by submitting this Application/Contract for Exhibit Space, I agree to abide by the Rules and Regulations appearing on the reverse side of this agreement and that the terms and conditions in the Exhibitor's Service Kit are hereby incorporated by reference and the Exhibitor agrees to be bound thereby. I understand Show Management has the right to assign me a different space than requested.

No booth assignment will be made if this form is returned unsigned.

Authorized Signature _____ Print Name _____ Date _____

DO NOT WRITE BELOW...FOR OFFICE USE ONLY

Accepted by The Golden State Trucking Expo: _____ Date Rec'd _____

Authorized Signature

ID # _____ Booth Assignment _____ Size _____ Price _____

Please retain a copy for your records

RULES AND REGULATIONS (Subject to Change)

- 1. Allotment of Space:** We hereby contract for the booth(s) listed on the reverse side in the exhibition area of the Fairplex in Pomona for the purpose of displaying and demonstrating equipment manufactured or distributed by us or services available from us during The Golden State Trucking Expo, scheduled for October 16, 17, 2010. We agree that we will only display and demonstrate products or services directly related to and utilized by the trucking industry. Space allotted and not occupied for the purpose as herein above set forth by 5:00 pm, on October 15, 2010 shall revert to Show Management to be relet and occupied in any manner and for such purposes as Show Management may choose, and all money theretofore paid by us, the exhibitor, as provided for above, shall be retained as liquidated damages, and this contract shall be null and void. We accept the basic floor plan submitted by Show Management and understand that we may be relocated or the floor plan modified if it is in the best interest of the Show or if it is required by any agency regulating the exhibit facility.
- 2. Refund Policy:** As stated on the reverse side, all payments are non refundable following booth assignment. In the event the Show is cancelled for any reason or contingency Show Management shall not be held liable for any expense incurred by us and they shall determine the amount of exhibit fee to be refunded. We agree to the payment schedule and understand that our assigned booth space may be cancelled by Show Management if payment is not received by the due dates outlined. In the event of cancellation of this exhibit space by Show Management due to missed payments, we understand that all prior deposits and payments are non refundable.
- 3. Sharing/Sub-Leasing:** As an exhibitor, WE WILL NOT SHARE, SUB-LET or assign this space or any part thereof, either with or without charge. This space has been assigned for our exclusive use, and no product or service not normally handled by us will be displayed. We further agree that all demonstrations, displays and distribution of promotional matter will be confined to the limits of our booth and that no personnel will be permitted to canvass or solicit business in any other area of the exhibit hall.
- 4. Eligibility of Exhibits:** Show Management has, and shall retain the right to determine the eligibility of any potential exhibitor for inclusion in the Show and may reject any exhibit not deemed to be in keeping with or appropriate to the purpose of the Show.

EXHIBITS

- 5. Installation and Dismantling of Exhibits:** Installation starts at 8:00 am, Friday October 15 (for selected exhibitors only-see Target Move-In Schedule) and must be completed no later than 9:30 am, Saturday, October 16. Dismantling will not begin before 4:00 pm, October 17. No trucks, tractors, trailers or any other rolling stock will be started or moved from the exhibit area before 4:30 pm, October 17. We further agree that we will vacate the exhibition area no later than 10:00 pm., Sunday, October 17, and we will leave our allotted space free of debris. We understand that it is our responsibility, at our sole cost, to install and put in place our exhibit before the opening of the Show and dismantle and remove it immediately after the closing as set forth above. We agree that any deviation must be cleared in advance with Show Management. We agree not to dismantle or vacate our booth before 4:00 pm, Sunday, October 17.
- 6. Arrangement of Exhibits:** We accept the basic booth layout as outlined on the Show floor plan provided by management and agree that all displays and furnishings will be at our expense. Back wall and side drapes will be provided for all 10'x10' exhibits. A uniform sign, approximately 7"x44" will be provided for all exhibitors. We further agree not to erect signs, partitions, or to display products in such a way as to occasion injury or disadvantageously affect the display of other exhibits. We understand that displays in any standard booth may not exceed 8' in height and all displays over 4' in height and placed within 10 lineal feet of an adjoining exhibit must be confined to within 5' of the backwall unless written approval is obtained from Show Management. Continuous walls over 4 feet high, within 5 feet of the perimeter of any peninsula or island exhibit will not be permitted without written approval of Show Management. Peninsula booths may have an 8' high backwall across the full width. Adjacent 10'X10's may have a high backwall blocking one side of their booth. Plans for any questionable exhibits should be submitted within two weeks of issuance of contract.

RULES AND REGULATIONS

- 7. Fire & Government Regulations:** We accept that our exhibit, its material and installation must meet the requirements of the Los Angeles County Fire Department. (Guidelines will be sent with the Service Kit.) We also agree to comply with all local, state and federal laws.
- 8. Product Eligibility:** All materials including bumper stickers, greeting cards, phone cards, t-shirts, posters, etc., containing profane language, nudity, obscene images or illegal drug related images will not be permitted.

- 9. Live Shows, Sound Systems, Movies:** Exhibitors incorporating movies, live shows, or sound systems in their display must notify Show Management immediately upon receipt of this Contract, and have a sufficiently large area to accommodate their audience without causing any blockage of aisles. Also the sound level must be low enough not to annoy other exhibitors or guests. Show Management reserves the right to cancel or regulate any such show by reducing the sound level and/or frequency and/or length of any such show.
- 10. Noisy or Obnoxious Equipment:** We agree that any equipment or apparatus or giveaways producing noise, vibration, odor, or light, that could be detrimental to neighboring exhibitors or guests is prohibited.
- 11. Literature:** Any distribution of literature or samples shall be restricted to materials directly related to the services or equipment exhibited. Such distribution shall be made only from the Exhibitor's booth.
- 12. Food, Beverage & Popcorn Machines:** Distribution of food or beverages, including popcorn and candy, must be approved by Show Management. All food, beverage and popcorn machines must be ordered from the Fairplex Caterer. Prior written permission must be obtained from Fairplex for distribution of any free food, candy or beverage samples. Exhibits with popcorn machines must provide janitorial service to clean up spills in any nearby booths.
- 13. Promotional Stickers:** We agree that we will not place promotional stickers on any portion of Fairplex Property or on Visitor's badges and that we will pay any charge incurred in removing stickers from Fairplex Property.
- 14. Balloons:** Helium balloons no smaller than 36 inches in diameter allowed only when they are anchored to exhibit. Absolutely no helium balloons shall be permitted to give-a-way or sell.
- 15. Copyrighted Music:** We agree to obtain any licenses necessary for any music performed or played in our booth.
- 16. Exhibitor Personnel:** All exhibitor personnel must be clothed in acceptable attire and must restrict activities to their own booth.
- 17. Official Services:** We understand designated, Official Show Contractors are responsible for their area of operation. Any outside contractor or worker must operate with the concurrence of the official contractor and Show Management. An Exhibitor Service Kit with an index of official contractors and their forms will be sent to each exhibitor. We agree to supply Show Management, 30 days in advance, the name, address, and service to be supplied by any contractors not designated in the Exhibitor Service Kit. Any outside contractor used according to this section must furnish Show Management with a Certificate of Insurance and a list of all persons who will be working in the exhibit hall.

LIABILITY

- 18. Limitation of Liability:** We agree that neither The Golden State Trucking Expo, The Truck Show Latino, LLC Independent Trade Show Management, LLC, their employees, the owner of Fairplex nor their representatives, will be responsible for any injury to any exhibitor, its employees, agents or property; or for loss by fire, theft, damage, delay, electrical or mechanical failure, labor trouble, or any cause whatsoever while the exhibits and merchandise are in transit, within the exhibit area, or while being moved into or out of Fairplex. We further agree to indemnify and save harmless the above organizations for injury to any person or loss or damage to any property caused by the act or omission of ourselves, our agents or employees arising out of, or in connection with, our exhibit and the use, occupancy and maintenance of the space allotted under this agreement.
- 19. Insurance:** We understand that insurance on our exhibit is entirely at our own expense. We further understand that Fairplex requires that we provide Show Management with a Certificate of Insurance, no later than September 1, 2010, if we plan to use a exhibitor appointed contractor other than GES . The certificate must name Fairplex, GES and Independent Trade Show Management, LLC as additional insured. (Additional information will be mailed to all exhibitors).
- 20. Security:** A security detail will be assigned by Show Management during all hours of the Show. Show Management does not assume responsibility for the loss and/or damage by fire, theft, or any cause of the exhibitor's property. We agree to have an attendant present and in charge during exhibit hours.
- 21. Protection of Fairplex:** We agree that we shall compensate Fairplex for any expense resulting from either injury or damage to the physical property of Fairplex caused by any rigger, hauler, or contractor engaged for the purpose of moving our display either into, within or out of the exhibit hall. We agree also that nothing will be tacked, nailed, screwed or otherwise attached to any part of the building or furniture. Anything that is needed to protect the building will be at the exhibitor's expense.