

61st Annual



Best Mardi Gras Themed Booth Wins \$200 Cash Prize!



January 29-31, 2010
Fairplex - Pomona, California

WWW.RODSHOWS.COM phone/fax 1-877-ROD-SHOWS(763-7469)
A production of Rod Shows

Deadline for Early/Returning Space Registration is August 1, 2009

All spaces not reserved by 8/1/09 with a 50% deposit will be sold on a first come basis.

Exhibit Space Agreement:

Please accept my Commercial Exhibitor contract for the 61st annual Grand National Roadster Show! My firm's requirements are as follows:

Company \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Cell \_\_\_\_\_ E-Mail \_\_\_\_\_

Web Address \_\_\_\_\_

Onsite Contact \_\_\_\_\_ Cell \_\_\_\_\_

California Seller's Permit Number \_\_\_\_\_

A CA Sales tax # is Mandatory to sell. Go to www.boe.ca.gov or call 800-400-7115.

Products/Services: \_\_\_\_\_

No sale or display of products not listed above. Please attach a larger list if needed. All products listed are subject to approval by show management. No Subletting allowed.

Exhibit Space Requirements:

Space is sold in 10 ft of frontage (10 ft depth inside and 15 ft depth outside). Includes 2 Set-Up, 2 Exhibitor Passes per 10 ft of frontage and 1 Parking Pass per Company. Special rates & credentials available for Rigs and Vehicle Builders - Call for Details.

Building 4: First 10 feet \$750, additional 10 feet \$650 each.

Buildings 5-10: First 10 feet \$550, additional 10 feet \$450 each.

Outdoor Space: First 10 feet \$400, additional 10 feet \$300 each.

Booth size requesting: \_\_\_\_\_ d x \_\_\_\_\_ w = \$ \_\_\_\_\_

Corner space an additional \$200 (Limited Availability) \$ \_\_\_\_\_

Electricity: 1 duplex outlet at 110V @ \$75.00 ea. x \_\_\_\_\_ \$ \_\_\_\_\_

Electrical needs over 110V will be billed at actual costs

Additional Set-Up pass @ \$15.00 ea. x \_\_\_\_\_ \$ \_\_\_\_\_

Additional 3-Day Exhibitor pass @ \$50.00 ea. x \_\_\_\_\_ \$ \_\_\_\_\_

Additional 3-Day Parking pass (Limit 3) @ \$20.00 ea. x \_\_\_\_\_ \$ \_\_\_\_\_

Hall of Fame Luncheon This will sell out! @ \$45.00 ea. x \_\_\_\_\_ \$ \_\_\_\_\_

Saturday, January 30, 11:00 a.m. at the Fairplex

Total \$ \_\_\_\_\_

Less Deposit: (50% minimum due by 8/1/09) \$ < \_\_\_\_\_ >

Remaining Balance Due (Full payment Due by 12/1/09) \$ \_\_\_\_\_

After 12/15/09 20% will be added to your balance due. \$ \_\_\_\_\_

All contracts are subject to the prior approval of Rod Shows

Contracts without deposits & signatures are considered unconfirmed & non-binding.

All Final Balances Are Due DECEMBER 1, 2009

Failure to submit balances will forfeit all exhibit space and monies paid.

Exposition Policies: Continued on the back of this agreement.

Office use only: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Approved \_\_\_\_\_

Building # \_\_\_\_\_ Space # \_\_\_\_\_

Payment:

Make your Company Check or a Money Order payable to: Rod Shows
Please mail to: 12223 Highland Ave #550, Rancho Cucamonga, CA 91739
or

VISA-M/C Name on Card: \_\_\_\_\_

Card # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Exp Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ 3 digit security code (back of card) \_\_\_\_\_

Card Billing Address Numbers \_\_\_\_\_ Card Billing Zip \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Exhibitor Information: This is a Rain or Shine Event.

Set Up Hours:

Wednesday, January 27 4:00 p.m. to 6:00 p.m. Exclusive to Vendors \*
6:00 p.m. to 9:00 p.m. Vendor and Show Vehicles

Thursday, January 28 8:00 a.m. to 10:00 a.m. Exclusive to Vendors \*\*
10:00 a.m. to 4:00 p.m. Vendor and Show Vehicles

\*Vendor trailers will be allowed to drive into Bld's 4-10 to unload from 4-6 pm only.

\*\*Vendor trailers will be limited to drive into Bld's 5-10 to unload from 8-10 am only.

Show Hours:

Friday, January 29 12:00 p.m. to 9:00 p.m. (Vendors may enter 1 hour

Saturday, January 30 10:00 a.m. to 9:00 p.m. early each day at main gates

Sunday, January 31 10:00 a.m. to 8:00 p.m. to restock and refresh booth)

Move Out Hours:

Sunday, January 31 8:00 p.m. to 11:00 p.m. \*\*\*

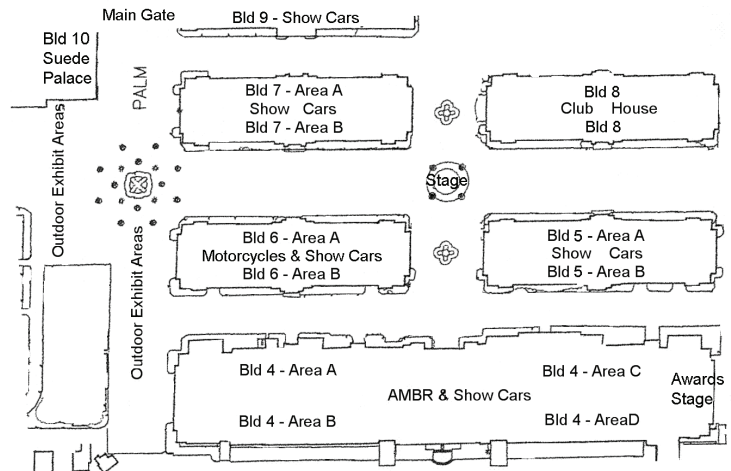


Exhibit Area Choice:

All of the Fairplex buildings offer excellent traffic flow. Please indicate below three preferred buildings and/or areas. We will do our best to accommodate. Returning vendors have same space priority before 8/1/09 with a 50% deposit.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ Returning 09 location \_\_\_\_\_

Approvals:

Please read all of the information, policies, and terms of this agreement on both sides before signing below. Your signature indicates that you have read and agree to abide by the terms of this contract between John Buck Enterprises, Inc. d.b.a. Rod Shows, Fairplex and its governing body.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

## EXPOSITION POLICIES

This application shall be subject to the prior approval of Rod Shows who reserves the right to reject any agreement or omit products requested in the best interest of the event. Submission of this application and deposit does not guarantee acceptance. Exhibitor shall not be entitled to exhibit in said space until the rental fee has been paid in full. A non-refundable deposit of 50% of the total booth cost is due upon signing agreement. The remaining balance is Due 12/1/09. An additional 20% late payment fee will be added to any balance after 12/15/09. Make check payable to **Rod Shows** and mail to **12223 Highland Ave #550, Rancho Cucamonga, CA 91739**. Returned checks will be charged \$25.00 plus the original check amount.

## CANCELLATION

Cancellation must be given in writing before the 12/1/09 payment due date. Any amount over the 50% non-refundable deposit will be refunded by check or credited to another Rod Shows event within thirty days of notice. There are no refunds or credit given after 12/1/09. Rod Shows is not liable for interest on credits for future events.

## ASSIGNMENT

The method of determining space assignment shall be established by Rod Shows and may be changed from time to time without notice to Vendors. Rod Shows has the final authority to the location of Vendor spaces and reserves the right to reassign a location to accommodate the event needs. There is no Vendor product exclusivity. Exclusivity is available at certain Sponsorship levels. Please call us at 877-763-7469.

## SUBLETTING OF EXHIBIT SPACE

This agreement is not re-assignable by the Vendor/Exhibitor. Vendors/Exhibitors shall not assign, sublet, share or apportion the whole or any part of the exhibit space that has been applied for or assigned to them. Two or more Exhibitor organizations may not exhibit in a single booth space unless approved in writing by Rod Shows.

## EXHIBITOR BOOTH

Rod Shows will provide exhibitor with a 8' back drape and 3' side drapes for indoor spaces. Exhibitor must provide their own furnishings and UL approved electrical connections. Booth back-wall height may not exceed 9' and side wall height may not exceed 3' and must not interfere with neighboring exhibits. One (1) duplex 110-115 volt electric outlet may be purchased for \$75.00 each. If exhibitor requires 220-230 volt electric service, it must be pre-arranged. Extra power will be charged at cost. All booth decorations installed by the exhibitor must be made of fire marshal approved materials. No E-Z Up Canopies or Helium balloons may be used inside buildings. Exhibitor will be held responsible for any damages to booth structure or building incurred during the occupancy of their space. Nothing shall be tacked, nailed, screwed or otherwise attached to drapes, walls, floors, trees or any other parts of the facilities. The Fairplex does not allow sampling of food/beverage items over 2 ounces. \$200 cash prize will be awarded for the best use of the "Mardi Gras" theme in booth.

## EXHIBIT SET UP

Set up is only allowed during specified set up days and times. All exhibitors must have their large items moved into the buildings by 4:00 pm on Thursday, January 28, 2010 as the load in doors will be closing shortly after. The buildings will be closed and secured at 9:00 pm. Any space not claimed and occupied by 4:00 pm Thursday may be reassigned or resold by Rod Shows with NO refunds. Credentials must be picked up by Thursday at 9:00 pm at the Show Office in Bld. 4. Rod Shows is not responsible for materials left unattended during move in. No set up will be allowed during the event hours. There is no vehicle access to vendor areas during show hours. Trailer storage is provided in the F Parking Lot. Vehicle parking is in the Main Lot.

## ENTRY HOURS

Exhibitors will be allowed onto the grounds one hour before the events opens. Restock will be limited to hand truck or by a vehicle escort at the designated security gate.

## EXHIBIT TEAR DOWN

No exhibit or portion of may be removed until closing of the event on Sunday night. Violation is subject to a \$500 assessment and loss of seniority. Roll Up doors will be opened immediately after awards. All booths must be vacated by 11:00 pm Sunday Jan. 31, 2010 and occupied space has to be in broom-clean condition. Rod Shows and the Fairplex will not be responsible for products or items left behind after tear down.

## INSURANCE

Exhibitor shall have & maintain minimum liability insurance coverage of not less than \$1 million dollars & name John Buck Ent. Inc. or Rod Shows as an additional insured.

## SOUVENIR POLICY

No unapproved merchandise that has Rod Shows or any Rod Shows event name, logo or artwork is allowed to be displayed or sold. No merchandise with "Official, Annual, Souvenir, Anniversary or Commemorative" are allowed. The sale of Sundries items such as Cameras, Film, Batteries, Aspirin and Antacids will not be permitted.

## EXHIBITOR CONDUCT

Rod Shows reserves the right to stop or remove from the event any Vendor/Exhibitor, their employees or guests, performing any act or practice which in the opinion of the Rod Shows is objectionable or detracts from the dignity and integrity of the event. No vulgar language or alcoholic beverage consumption will be tolerated on the event site. Vendors/Exhibitors removed will not be eligible for a refund of their space costs.

## EXHIBITOR STAFFING

Your booth must be staffed at all times during show hours. Rod Shows does not supply labor or materials for exhibitor. Rod Shows does not allow exhibitor personnel to work in inappropriate or suggestive attire as deemed so by them. Swimwear, thongs, mini shorts, or bikinis are not allowed. Celebrity and poster girl signings in Vendor booths must be pre-approved by Rod Shows. No vulgar products and/or services shall be sold, promoted, or demonstrated (this includes undergarments). Each Vendor/Exhibitor is responsible for any and all damage to property caused by their staff, personnel, or any of their representatives while on the event grounds.

## DEMONSTRATION AREA

All demonstration areas must be within the exhibit space not to interfere with any normal pedestrian traffic in the isles or in the neighboring space. The distribution of literature or promotional items is limited to the Exhibit booth area assigned to Vendor.

## HOSPITALITY

Vendors/Exhibitors are not permitted to Host or Sponsor any hospitality or other function that attracts buyers/customers away from the event during show hours.

## RESTRICTED ITEMS

No Scooters, Golf Carts, Bicycles, Motorcycles, Weapons, Drugs, Alcohol or Animals are permitted. ADA Scooters or Service dogs with the proper certification are exempt.

## SOUND DEVICES

No Sound amplification devices are allowed. Objectionable sound and lyrics will not be tolerated. Vendors must keep noise at a minimum from demonstrations or music in their respective space. Give away items in which noise can be made is not allowed.

## EXHIBITOR STORAGE AND FREIGHT

Rod Shows assumes no responsibility for shipped items. There is no storage on site. Deliveries to exhibitor must be received and signed for by the exhibitor. The event decorator can arrange to store, deliver, and ship your freight for a fee. All costs of these services are the responsibility of the Vendor/Exhibitor payable to the decorator.

## CLEANING

Exhibitors must keep booth space clean and presentable to the public. Trash may be swept into aisles after show closing for removal by facility maintenance personnel.

## SHARING OF CUSTOMER PROSPECT LISTS

If Exhibitor is approved to host a raffle/sign up in their display, said Exhibitor agrees to share with Rod Shows all of the information collected at the event in a readable computerized format within 30 days to the extent such sharing is permitted and lawful.

## TERMS AND CONDITIONS

Rod Shows shall have full power to interpret and enforce all rules contained herein and the power to make amendments thereto, and enact such further conditions of agreement as it shall consider necessary for the proper conduct of the exhibition. Exhibitor will not be entitled to recover from Rod Shows any consequential damages to property, or loss of use, loss of time, loss of profits, or loss of income which may arise out of Rod Shows enforcement of the terms and conditions of this contract.

## LIABILITY RELEASE, INDEMNIFICATION & HOLD HARMLESS

The Exhibitor who signs this contract and each person associated therewith (i.e. employees, spouses, guests, survivors, heirs, executors and representatives) herein agrees to indemnify, defend, hold harmless, and to release and forever discharge from any and all known and unknown damages, injuries, death, loss, liabilities, claims, costs, penalties, demands, actions, causes of action, judgments, and liabilities of every kind and description (including court costs and attorney's fees), occasioned by, resulting from, and/or related to conduct, actions, and/or omissions of anyone connected with this event, including: John Buck Enterprises, Inc. d.b.a. Rod Shows, Fairplex, all other Exhibitors/Vendors at the event; and each of their respective owners, shareholders, officers, their directors, employees, agents, staff, volunteers, independent contractors, representatives and servants. Exhibitor covenants and agrees that in case Rod Shows shall be made party to any litigation commenced by or against exhibitor or relating to this agreement or to the booth space hereunder, then exhibitor shall and will pay all costs and expenses, including reasonable attorney fees and court costs, incurred by or imposed upon Rod Shows by virtue of any such litigation.

## SECURITY & PROPERTY DAMAGE

Rod Shows will provide limited facility security and will exercise reasonable precaution for the protection of the exhibitors property. Rod Shows assumes no responsibility for loss or damage incurred during the rental period, or for any loss of items left onsite overnight. Neither Rod Shows or the vendor/exhibitor shall be responsible for any loss or damage to property of other party hereto including, but not limited to loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable hereto with respect to any loss or damage.

It shall be the responsibility of Rod Shows and the Vendor/Exhibitor, respectively, to secure their own property insurance or otherwise protect themselves and their property against any such loss or damage.

## UNAVAILABILITY OF BOOTH SPACE

If event booth space leased or any portion thereof is not available for occupancy upon commencement or during the term of this agreement due to fire, casualty, acts of God, strikes, national emergency, or any other cause beyond control of Rod Shows, this agreement and obligations of Rod Shows and exhibitor hereunder shall terminate, and exhibitor hereby waives a claim against Rod Shows for damages by reason of such termination, provided, however, that any unearned portion of the lease fee due here under shall abate, or, if previously paid, shall be refunded by Rod Shows to exhibitor.

## COMPLIANCE, GOVERNING LAW & VENUE

The exhibitor agrees to comply with all of the rules and regulations prescribed by Rod Shows, Fairplex, and to meet all requirements of the state and local authorities, police, and fire departments, and obtain at their own expense any necessary permits, insurance, licenses, or equipment should it be required for the lawful operation of the exhibitors display. Each party shall bear its own expenses in connection with this agreement and the transactions contemplated by it. This agreement sets forth the entire understanding of the parties with the respect to the subject matter of this agreement and supersedes any and all understandings and agreements, written or oral, between the parties with respect to such subject matter. **This agreement may be amended only in writing executed by both parties.** This agreement shall be governed by and construed in accordance with the laws of the State of California. If any suit or action is filed by any party to enforce this agreement or with respect to the subject matter of this agreement, venue shall be held in a Fed/State court in San Bernardino County, CA