

MOTION : THE DIRECT ENERGY CENTRE

Exhibition Place, Toronto

CUSTOM CAR SHOW : MARCH 27, 28, & 29, 2009

MORE DETAILS VISIT: WWW.MOTIONCARSHOW.COM

MAIL ENTRY FORM TO: MOTION CUSTOM CAR SHOWS INC., 2700 STEELES AVE W., SUITE 202, CONCORD, ON, L4K 3C8, CANADA

Vendor Contract

I/WE WISH TO RESERVE THE FOLLOWING EXHIBIT SPACE: **Booth Size:** _____ **Booth #:** _____ **Alt. Choice:** _____

Please note: Ends must be purchased in double booths only. Exhibitor space will only be held with a deposit. 2009 floor plan subject to change.

2009 EXHIBIT BOOTH RATE

STANDARD PERIMETER 10' X 10' \$750. EACH	EXECUTIVE PERIMETER 10' X 10' \$1000. EACH	STANDARD PROMINENT 20' X 20' \$3000. EACH	EXECUTIVE PROMINENT 20' X 20' \$3500. EACH	NET AMOUNT
Includes back drape and side curtains, 3 weekend staff show passes	Includes back drape, side curtains, floor carpet, 1 electrical outlet, 1 three day parking pass, 3 week-end staff show passes	Includes back drape and side curtains, 10 weekend staff show passes	Includes back drape, side curtains, floor carpet, 1 electrical outlet, 1 three day parking pass, 10 week-end staff show passes	_____
<input type="checkbox"/> Choose	<input type="checkbox"/> Choose	<input type="checkbox"/> Choose	<input type="checkbox"/> Choose	+GST(5%)
				=TOTAL
				-50% DEPOSIT
				= BALANCE OWING

PLEASE CHOOSE YOUR PAYMENT PLAN BELOW

- CHEQUE:** I/We have enclosed a cheque for the 50% deposit plus balance owing (Make cheques payable to: Motion Custom Car Shows Inc.)
- CREDIT CARD:** (Credit Card Form to be made available upon request)

Confirmation in the form of an invoice will be mailed. This invoice will outline the payment schedule as follows: 50% with signed contract | 50% final March 9, 2009

PLEASE LIST PRODUCT/SERVICES TO BE DISPLAYED

I/We hereby apply for exhibit space in the **Motion Custom Car Show on March 27, 28, 29, 2009** at the Direct Energy Centre, Exhibition Place, Toronto, ON. If accepted, I/we have read and agreed to ALL conditions of the contract on reverse.

Please print clearly

NAME: _____

COMPANY: _____

ADDRESS: _____

CITY: _____ PROVINCE/STATE: _____ POSTAL CODE / ZIP: _____

TELEPHONE: (_____) _____ EXT: _____ FAX: _____

WEBSITE: _____ EMAIL: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

EXHIBIT SPACE ASSIGNED AND ALLOCATIONS: Exhibit space will be assigned by Show Management according to the date on which the application is received. Show management reserves the right to relocate an exhibit, which may be affected by a change in the floor plan, or to avoid having competitive companies adjacent to or opposite each other. Show Management's determination with respect to assignment of exhibit space is to be binding on all parties.

ARRANGEMENT OF EXHIBITS: Exhibits shall be arranged as not to obstruct the general view nor hide the exhibits of others. Plans for specially-built displays not in accordance with regulations should be submitted to Show Management before construction is ordered

STANDARD BOOTH EXHIBITS: Regular and specially-built back walls including signs may not exceed an overall height of 8' and must be free standing. Low side dividers between exhibits should not exceed 36' in height. If a higher side divider is desired, it should not exceed 8' in height nor extend from the back wall more than 4'. Show Management must approve the location of any space designs including higher side dividers

EXHIBITOR COVENANTS: A. Exhibitor agrees not to conduct or be associated with a promotional contest in connection with the show, where a prize or prizes having a value in excess of \$50 are offered, unless the exhibitor (i) satisfies Motion Custom Car Shows Inc. that the contest is being operated in accordance with law and (ii) provides a letter of credit or other security satisfactory to Motion Custom Car Shows Inc., covering the value of the prize(s). B. The exhibitor agrees to obey all regulations including any non-smoking regulations in effect at the facility and agrees to ensure that its officers, agents, employees, and those for whom in lay they are responsible for, obey any such regulations.

CANCELLATION: Should an Exhibitor decide to withdraw his participation, the Show Management shall have the right to retain as a cancellation fee any instalment or partial payment paid by the Exhibitor up to the time of cancellation. A minimum handling charge of 10% of the total contract will apply.

SUBLETTING OF SPACE: Exhibitors may not assign, sublet or share their exhibit space with another business or firm unless approval has been obtained in writing from Show Management.

INSTALLATION AND DISMANTLING OF EXHIBITS: Information on installation and dismantling of exhibits will be sent in ample time to prepare for these activities. Exhibitor agrees to abide by the schedule for setting and dismantling. The exhibitor shall be responsible for any expense incurred by Show Management and caused by the Exhibitor's or his agents delay in removing exhibit material or equipment at the close of the show.

EQUIPMENT REMOVAL: No equipment and/or material from the facility can be removed from the building unless accompanied by an authorized release form. Release forms are available from the show office.

DECORATION: The exhibitor is entitled to make full use of exhibit space only. He will not insert nails, hooks, tacks, screws, or other similar items in the property of the leasing venue (ie. walls, floors or objects). No painting of the floor of the premises is permitted. The Exhibitor will be held responsible for any damage caused by his employees or agents.

OPERATION: The Exhibitor will keep his exhibit open and staffed at all times during the show hours. The Show Management reserves the right to restrict exhibitors to a maximum noise level, and to suitable methods of operation, and display of materials. If for any reason an exhibitor or content are deemed objectionable by Show Management, the exhibit will be subject to removal. This reservation includes persons, things, conduct, printed material, or any item to attire which the Show Management may consider objectionable. In the event such an eviction restriction is enforced, Show Management will not be liable for refunding rental fees or funds for exhibit equipment rental.

OFFICIAL CONTRACTORS: Where an official contractor has been designated by Show Management to perform services for Exhibitors such as rental of furniture, erection of exhibits, electrical work, plumbing, labour, or any other service, no Exhibitor or representative shall contract for such services from a third party unless permission has been secured in writing in advance from the Show Management.

LIABILITY: The Show Management will take such measures necessary to protect the Exhibitors property as they deem advisable in their sole discretion. The Show Management is not liable for and cannot be held responsible in any way for damage to the Exhibitor's property or for any injuries suffered, whatever may be the nature of the cause of the damage or injury, including authorized handling under Show Management supervision. The Exhibitor agrees to indemnify Motion Custom Car Shows Inc., its affiliates, Show Management and any contributing sponsor, association and the leasing venue against all claims and actions due to actions or omissions by the Exhibitor, his employees, his agents or third parties.

FIRE SAFETY AND HEALTH REGULATIONS: The Exhibitor agrees to comply with local, municipal and provincial laws, ordinances and regulations and the relations of the leasing venue, covering the safety, health and all other matters. All exhibit material and equipment will be reasonably located and protected by safety guards and devices where necessary. Only fireproof materials shall be used in displays and the necessary fire precautions will be taken by the Exhibitor in regard to his displays. Gas tanks in any vehicles or equipment must be less than half-full and gas caps must be taped or locked. Batteries must be disconnected. The Exhibitor must ensure that steps are taken so that no lubricants are spilled on carpets.

EXHIBITOR INSURANCE: The Exhibitor must carry general public liability insurance covering bodily injury and property damage for a minimum inclusive of \$1,000,000. Exhibitors wishing to insure their goods must do so at their own expense. All Exhibitors must show proof of insurance prior to show setup.

UNOCCUPIED SPACE: The Show Management reserves the right, should any part of the Exhibitor's rented space on the opening day of the show, or should any space be forfeited due to failure to make proper payment, to rent said space in any other manner. This clause shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in the present contract.

INABILITY TO PERFORM: If Show Management should be prevented from holding the show may any cause beyond its control or if it cannot permit the exhibitor to occupy his rented space due to circumstances beyond its control including, but not limited to, strike, fire, civil disobedience, inclement weather, lockout, acts of God, the show management will refund the Exhibitor the amount of rental paid by him, less a proportionate share of the show expenses and Show Management shall have no further obligation or liability to Exhibitor.

CUSTOMS REGULATION: All Exhibitors who will be shipping material from outside of Canada must ensure that Canada Custom regulations have been met well in advance of the show. Information regarding our recommended customs broker may be obtained from Show Management.

SHOW DATES: Show Management reserves the right to change the dates or the show up to 60 days prior to the show dates, and shall not be liable in damages or otherwise by reason of such change.

GENERAL REMARKS AND AMENDMENTS: This present contract is subject to obligations and conditions specified in the lease concluded between the leasing venue and Show Management shall have further power in the interpretation and enforcement of all the rules contained herein and the power to make such amendments there to and such further rules and regulations governing participation in the show as it shall consider necessary for the proper conduct of said show.

MOTION CUSTOM CAR SHOWS INC.

TEL: 905-738-8884 TOLL FREE: 1-866-929-7399 FAX: 905-738-7848 | GARY@MOTIONCARSHOW.COM

INITIALS: _____