

Fall RV & Boat SALE

Kansas Speedway
I-70 and I-435, Kansas City, Kansas

September 12-14, 2008

Exhibit Application/Contract

DO NOT WRITE IN THIS SPACE

Booth Assigned: _____
Size Requested: _____
Deposit Rec'd: _____

Please **print** or **type** the following information to apply for an exhibit space at The Fall RV & Boat Sale. Indicate your two exhibit space selections in the order of preference. Twenty-five percent (25%) of the total cost of exhibit space is due with the submission of this Application. The remaining seventy-five percent (75%) for exhibit space is due August 15, 2008. By signing this application form, the applicant agrees to abide by all the rules and regulations which are printed on the reverse side of this application form, and which Exhibitor hereby acknowledges receiving. Addendum "A" (if applicable), is a part of this Contract. **Complete sections "1," "2," and "3" below.** Any information you supply can be printed in information promoting the Show, including your email and website.

Section 1

Company Name: _____
Street: _____
City: _____ State: _____ Zip Code: _____
Telephone: () _____ Fax: () _____
Contact Person: _____
Website: _____ Email Address: _____

List items or units you plan to exhibit or sell by manufacturer, model or brand name. **Items listed here and approved by the Show are the only items/services you will be permitted to sell/display/exhibit.**

Section 2

Selection of space(s): 1st choice space # _____
2nd choice space # _____

Total cost for exhibit space: \$ _____
Twenty-five percent (25%) due with submission of this application: \$ _____
Balance due on August 15, 2008: \$ _____

Your signature below attests that you have thoroughly read this Application, the Rules on the reverse side of this Application, and that you, and all individuals working for the organization you represent, will abide by these Rules.

DO NOT WRITE IN SPACE BELOW

Fall RV & Boat Sale

(Print Name)

(Signature)

(Date)

Section 3

Exhibitor

(Print Name)

(Signature)

(Date)

Make all checks payable to Pat Riha Productions. Send check and this contract (both copies) to:

Pat Riha Productions • PO Box 32188 • Kansas City, MO 64171-2188

(816) 931-4686 Phone • (816) 931-4782 Fax • www.patrihahproductions.com

Rules and Regulations for the Fall RV & Boat Sale

1. **RIGHTS.** The rights and privileges granted by Affinity Events ("AGI"), and Pat Riha Productions ("PRP"), in this contract are only those stated herein, no part of which shall be sublet or assigned. Solicitations of Fall RV & Boat Sale patrons by Exhibitor or agents of Exhibitor deemed objectionable by AGI and/or PRP may be removed, without liability for damage.

2. **ACTIVITIES.** Obstructing of visitors passageways, use of public address systems, recorders, gongs, bells or any other objectionable device or method of attracting attention shall not be permitted. AGI and PRP shall be the sole authority as to what is objectionable and all such decisions shall be final.

3. **STRUCTURES.** Any item or structure placed upon a leased facility or area shall conform and be operated in compliance with requirements of AGI, PRP, public health agencies and all City, County, State and Federal laws, rules and regulations.

4. **FUNCTION.** It is understood that AGI and PRP are merely performing the function of obtaining a location for and promoting this Sale. Neither AGI, PRP, nor any of their agents or employees have made any representations to the exhibitor beyond those specifically contained in this Agreement, it's addendums or policies. All activities carried on by the Exhibitor or any other party present at the request of the exhibitor, during the course of the Sale which are not otherwise restricted by this Agreement shall be the sole responsibility of the Exhibitor.

5. **LIABILITY DISCLAIMER AND INDEMNIFICATION COVENANTS.** AGI and PRP hereby disclaim any and all liability to Exhibitor for damage of any kind allegedly sustained by Exhibitor as the direct or proximate consequence of any negligent act or omission on the part of AGI and PRP. AGI, PRP and Exhibitor agree that this disclaimer of liability for negligence shall not be construed as releasing and discharging AGI and PRP from liability or damage of any kind attributable to a willful, wanton or malicious act of AGI or PRP intentionally and knowingly perpetrated or omitted with complete indifference to or conscious disregard for the safety, rights or interests of Exhibitor.

Exhibitor agrees to indemnify and hold harmless AGI, PRP, their agents, servants and employees, from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of Exhibitor, its agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by Exhibitor, its agents, servants or employees, in defense

of any claim, action or suit, irrespective of any claim that an act, omission or negligence of AGI and/or PRP, their agents, servants or employees exclusively caused or contributed to such injury or damage.

6. **FORCE MAJEURE.** AGI and PRP shall not be deemed in violation of this Agreement if they are prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellions, sabotage, or any circumstances for which they are not responsible or which are not within their control. In the event that any such circumstance causes the Sale to be canceled or rescheduled, the Exhibitor shall waive any claims for damages, compensation, expenses or fees paid to AGI or PRP.

7. **ASSIGNMENT.** Exhibitor shall not assign, sublet or apportion the whole or any part of the space allotted, nor permit any other party to exhibit therein any goods, or advertising matter other than those manufactured, distributed or sold by the Exhibitor in the regular course of business, nor permit any representative of any firm or company not exhibiting to solicit business or take orders in this space.

8. **DISPUTES.** AGI and PRP shall be the final arbiters of disputes between Exhibitors and/or concessionaires.

9. **SECURITY PERSONNEL** will be on duty 24 hours a day. However, neither the sponsors, the employees thereof, nor any employee of AGI or PRP will be responsible for injury, loss or damage that may occur to the Exhibitor or the Exhibitor's employees or property from any cause whatsoever prior, during or subsequent to the period covered by the exhibit contract, and the exhibitor on signing this contract expressly releases AGI and PRP and their employees from, and agrees to indemnify same against any and all claims for such loss, damages or injury.

10. **INTERPRETATION.** AGI and PRP shall have full power to interpret or amend these rules. AGI and PRP reserve the right to make such rulings as may appear to be in the best interest of the Sale, and the Exhibitor agrees to abide by such rulings.

11. **DISPLAY SPACE.** Display space is the area designated by AGI and PRP for an exhibit.

12. **CARE OF EXHIBIT SPACE.** Exhibitors must keep spaces clean and in good order. Exhibit space must be manned during Sale hours by at least one person.

13. **COMBUSTIBLE MATERIALS**

AND FIRE REGULATIONS. All decorations must be flame-proofed to the satisfaction of the Fire Department.

14. **UNOCCUPIED SPACE.** If the Exhibitor fails to occupy the space contracted for, or fails to comply in any other respect with the terms of this agreement, AGI and PRP have the right to use such space in any manner without releasing the Exhibitor from paying the sum agreed upon in this contract.

15. **SERVICES.** There will be no designated service contractor for the Sale.

16. **ASSIGNMENT OF EXHIBITION SPACE.** Space will be assigned with due consideration to exhibitor's preference based upon the date of receipt of application along with payment required for deposit.

17. **MOVE-IN OF EXHIBITS.** Move-in of exhibits is on September 10-11, 2008.

18. **REMOVAL OF EXHIBITS.** Nothing will be allowed to leave the Sale before 5PM on Sunday, the last day of the sale. All exhibits must be removed by Noon on Monday, 9/15/08, unless otherwise instructed. Any exhibits not completely dismantled and removed by that time will be removed and charged to the Exhibitor.

19. **PAYMENT FOR SPACE.** A 25% deposit is required at time of booth reservation. The final 75% is due no later than August 15, 2008. Checks should be made payable to Pat Riha Productions. AGI and PRP shall have and hereby are given a lien on all property on exhibit at the Sale at any given time by the Exhibitor to secure the payment of all sums due by the Exhibitor under the terms of this contract (includes expenses associated with collecting said sums). Such lien may be enforced by and at the exclusive discretion of AGI and PRP for the non-payment of any sum due. AGI and PRP hereby being granted the right to retain such property and to sell the same at public or private sale after 24 hours notice in writing of the time and place of sale given by certified mail to the Exhibitor at the address of Exhibitor shown on the contract. AGI and PRP may be purchasers of such property at such sale.

20. **CANCELLATION.** In the event of cancellation by an Exhibitor, an assessment to cover services performed and other damage relating to the cancellation shall be as follows: After initial assignment of space, there will be a cancellation fee equal to 50% of the total booth space cost for cancellations prior to July 15; 75% of the total booth space cost for cancellations prior to August 15; 100% of the total booth space cost for cancellations after August 15, 2008.

21. **JURISDICTION.** All actions upon this contract shall be brought in Jackson County Missouri and the laws of the State of Missouri shall govern the interpretation and application of the terms herein.