



EXHIBITOR SPACE AGREEMENT 2009

November 13, 14, 15, 2009
DEL MAR FAIRGROUNDS

MOTORCYCLE AND TATTOO SHOW

YES, I would like to participate

Company Name _____

Name _____

Street Address _____

City _____ State _____ Zip _____

Email Address _____

Contact Name _____ Title _____

Phone _____ Cell _____ Fax _____

Display Sign Name _____

(Limited to 26 Characters) (For I. D. purposes only)

SPACE CHARGES TO PARTICIPATE

Includes Pipe and Drape, Small ID sign and 5 AMPS of power. Must be registered with the County of San Diego, CA. Maximum of 4 artists per booth.

10'x10' = \$495

10'x20' = \$965

10'x30' = \$1,335

10'x40' = \$1,780

Over 400 sq. Ft. = \$4.00 Sq. Ft.

SHOW HOURS

Fri. 11/13/2009 - 2 PM to 11 PM, Sat. 11/14/2009 - 10 AM to 8 PM, Sun. 11/15/2009 - 10 AM to 5 PM

I want: Space Cost

Display Space: _____ _____

Total space cost \$ _____

Attached is my **NONREFUNDABLE** deposit to hold space for me in MOTO-TATTOO-EXPO November 13, 14, 15, 2009 at the Del Mar Fairgrounds.

METHOD of PAYMENT

Note: please do not send cash. Payment is required to reserve space.

Personal check / Company check / Money order / Cashiers check

Or

Credit Card: Visa MasterCard

Credit Card# _____ Expiration Date: ____/____/____

Billing Zip Code _____ V Code _____

Signature: _____ Date: _____

I have read the reverse page, with all sections and agree to all the terms.

Please print a copy and save before sending

TERMS AND CONDITIONS

This Agreement is between the company listed on the reverse side ("Exhibitor") and MOTO-TATTOO-EXPO (MOTO) with respect to Exhibitor's lease of exhibition space or an exhibition area at the show ("Show"), described on the reverse, held by MOTO at the Del Mar Fairgrounds.

INSTALLATION BY EXHIBITOR

Vendor must occupy his or her booth at least 30 minutes prior to the opening of the show; otherwise MO may relocate or cancel Vendor's booth without further notice and with no refund or exchange. All decoration must be fireproof, and conform to City Fire Department requirements. No fireworks, open flames, liquefied petroleum gas or flammable liquids are allowed. The use of crepe paper or similar material is forbidden.

No exhibit may extend outside booth area. All exhibits must be complete and ready for display one hour prior to the opening of the Show. All displays must be staffed during the Show. All crates must be removed from the exhibition area one half hour prior to the exhibition hours. Any exhibition not unpacked by that time will be placed in storage and will be returned only after exhibits close, unless ordered set up by MOTO staff. Any cost incurred will be charged to the Exhibitor. Exhibitor must occupy their booth 30 minutes prior to show opening. If not MOTO may relocate or cancel exhibitors space with out notice and with NO refund or exchange.

DISMANTLING

Exhibitor may start dismantling exhibit after the Show closes on its final day and continue for three hours after the Show closes. EXHIBITOR UNDERSTANDS THAT EARLY REMOVAL OF EXHIBITS OR DISPLAYS IS STRICTLY FORBIDDEN AND SUBJECT TO A FINE.

If portions of the exhibition area are not vacated by Exhibitor at the end of the Show, MOTO is authorized to remove from said area at the expense of Exhibitor all of Exhibitor's property of any kind or description which may be then occupying any part of the exhibition area or the premises on which the rent has expired. MOTO shall not be liable for any damages or loss which may be sustained, by reason of such removal and MOTO shall be expressly released from any and all claims for damages, expenses or costs of any kind. MOTO may store Exhibitor's property in a public warehouse or elsewhere at the cost of and for the account of Exhibitor. Exhibitor agrees to pay any loss, expense or damage sustained by MOTO in the event Exhibitor fails to vacate and deliver up possession at the time required by this Agreement including without limitation any loss or damages by reason of the inability of MOTO to deliver possession of the area or premises to the next succeeding tenant. Exhibitor agrees that should MOTO have to remove said property from the area or the premises that MOTO has the option to retain said property to compensate it for the inconvenience.

DRAYAGE

Neither MOTO nor the exhibition hall will accept or store freight or empty crates. It is the responsibility of Exhibitor to contract for required shipping, storing, delivery, and receipt. All freight and materials for the exhibition hall must be delivered through the loading door areas.

RETURNED CHECKS

There will be a \$ 25.00 charge on all returned checks.

FINES

Early breakdown \$ 250: Soliciting outside of your assigned booth location \$65.

SPACE ASSIGNMENT AND REASSIGNMENT; PAYMENT

Exhibitor may indicate its choice of booth space subject to the approval of MOTO. MOTO will generally assign booth space in order of receipt of the Exhibitor's completed application and payment. Reasonable effort will be made to assign space as requested. However MOTO retains the right to allocate space in the best interest of the Show. Applications received less than 30 days prior to the Show must be accompanied by full payment. Reassignment or subletting of space is not permitted without prior written approval of MOTO which may be withheld for any reason. Cancellation for refund request must be in writing or email and arrived at management office at least 180 days prior to the event date. Otherwise no other cancellation, refund, or exchange is allowed.

LIABILITIES; INSURANCE

In the event the exhibition hall or any part of the exhibit areas thereof are unavailable whether for the entire Show or a portion of the Show as a result of fire, flood, tempest or any other such cause or as a result of governmental intervention, damage, acts of war, strike, lock out, labor dispute, riot, or any other cause or reason over which MOTO has no control or should MOTO decide that because of any such cause it is necessary to cancel, postpone or resite the exhibit or the Show, or reduce the installation time, the exhibit hours, or move-out time, MOTO shall not be liable to Exhibitor with respect to any damage, expense or loss, direct or indirect, arising as a result therefrom. Exhibitor shall at all times protect, indemnify, save and hold harmless MOTO, against and from any and all loss, cost, damage, liability, or expense arising from, or out of, or by reason of any accident, or other occurrence to anyone, including Exhibitor, its agents, employees, and business invitees, which arises from or out of, or by reason of, Exhibitor's acts or omissions, or occupancy and use of the exhibition area or hall or a part thereof. Exhibitor shall, at it's expense and as a material part of this Agreement, obtain insurance to cover it's exhibit material against damage and loss, and public liability insurance against injury to the person and property of others. This insurance shall name MOTO & the 22nd District Agricultural Association additional insured's. Copies of such insurance shall be provided to MOTO prior to the Show. It is understood that all Exhibitor's property shall remain under the Exhibitor's custody at all times. At no time will MOTO be responsible for Exhibitor's property.

DISPLAY REGULATIONS

Vendor is required to obtain and abide by all laws and required license(s), permit(s), and to collect and report all sales tax generated at the event.

Exhibitor must abide by all city, county and State laws regulating tattooing, and or piercing. MOTO prohibits any and all illegal activities.

No signs or advertising are to be affixed to any of the walls, columns, doors, etc. by using staples, tacks, tape adhesive backing or any other method except with prior approval from MOTO. All tape or other material or lighting fixtures, or speakers used in exhibit booths are to be removed following the Show and the exhibition area is to be returned to its prior condition. If the exhibition area or any portions of the exhibition hall shall be damaged by the act, omission, default or negligence of Exhibitor, or its agents or employees, Exhibitor will pay to MOTO such sum as shall be necessary to restore the exhibition area or hall to their original condition.

ADDITIONAL PROVISIONS

Any music that is played must have the permission of the rights holders. Loud Music is not allowed. Violators will be warned once and be ejected from the show on 2nd violation. Dispensing of refreshments & the operation of sound equipment of any kind is subject to prior written consent of MOTO. MOTO reserves the right to refuse applications for any reason.

MOTO reserves the right to eject from the exhibition area and the hall in which such area is located any person deemed objectionable by MOTO or to be in violation of MOTO's rules. Upon the exercise of this authority, through action of any agent of MOTO or security and/or police officer, Exhibitor waives any right to, or claim against, MOTO for damages against MOTO or any of its officers or agents, and shall indemnify and hold MOTO harmless from any such rights or claims. The right is also reserved to close exhibits or parts of exhibits that are in violation of MOTO rules. This applies to displays, literature, advertising novelties, souvenirs, Exhibitor's conduct etc.

If during the event vendor suffers any loss of personal or property damage, or if Applicant's photographic, video or recording likeness is used by MOTO, Applicant agrees to hold harmless, release and forever discharge MOTO and any participating business.

MOTO has exclusive rights to all event products (t-shirts, pins, etc.) The MOTOEXPO logo is a registered trademark and may not be used in any manner without prior written permission.

No canvassing will be permitted in any other place than the assigned exhibit space. Any alteration of this Agreement must be in writing, signed by both parties.

If any action is filed to enforce or interpret this Agreement, the prevailing party shall be entitled to costs and attorneys fees. This Agreement is subject to the written acceptance by MOTO. This agreement is entered into in San Diego, Ca. Please keep a copy of this page. This page is considered a part of the front page.

Signature: _____ **Title:** _____ **Date:** _____