

2011 TWIN CITIES AUTO SHOW STANDARD TERMS AND CONDITIONS

Definitions

"EXHIBITOR" means the individual or entity so designated on a 2011 Twin Cities Auto Show Application / Agreement for New Vehicle Exhibit Space or Application / Agreement for Booth Exhibit Space.

"GMADA" is the Greater Metropolitan Automobile Dealers Association of Minnesota, Inc.

"AGREEMENT" means the Application / Agreement for New Vehicle Exhibit Space or Application / Agreement for Booth Exhibit Space as applicable plus all provisions of this 2011 Twin Cities Auto Show Standard Terms and Conditions.

"AUTO SHOW" means the 2011 Twin Cities Auto Show to be held at the Minneapolis Convention Center from March 12, 2011 to March 20, 2011.

Generally

GMADA grants EXHIBITOR the right to use AUTO SHOW exhibit space as designated in the applicable Application / Agreement and shown on floor plan diagrams prepared by GMADA.

The documents that make up the AGREEMENT are deemed to constitute a single document which sets forth all of the agreements of the parties. The terms of the AGREEMENT may not be modified in any respect by EXHIBITOR without the express written agreement of GMADA. Any unilateral attempt by an EXHIBITOR to do so, either through modification of any of the terms that have been set forth in this AGREEMENT or through a Purchase Order or other document prepared by the EXHIBITOR shall be null and void, and of no force or effect.

The AGREEMENT is also subject to all of the terms, provisions and conditions set out in the written lease agreement between the Minneapolis Convention Center and GMADA.

EXHIBITORS must comply with all the rules and regulations prescribed by the Minneapolis Convention Center; of the GMADA; meet requirements of state and municipal authorities, police and fire departments of the City of Minneapolis; and obtain at their own expense any necessary permits, licenses or equipment, should any be required for particular individual displays.

EXHIBITOR agrees to defend, indemnify and hold GMADA its officers, its employees and its agents harmless from and all damages and claims of damages, including attorney fees, that may arise as the result of any alleged negligent conduct, nonfeasance, misfeasance, or failure to comply with this AGREEMENT by the EXHIBITOR.

GMADA, its officers, directors, agents, shall not be responsible for any loss or damage to any property which EXHIBITOR may bring to and place on the premises in connection with the AUTO SHOW; nor shall GMADA, its officers, directors, agents, be responsible for any bodily injury or death, that may occur to any person or persons during the AUTO SHOW or in any manner in connection therewith.

EXHIBITORS must obtain appropriate insurance to support their agreement to indemnify GMADA as provided herein. Such insurance shall specifically name the Greater Metropolitan Automobile Dealers Association of Minnesota, Inc. and the Minneapolis Convention Center as additional insureds. EXHIBITOR agrees to supply GMADA evidence of coverage upon request.

GMADA does not maintain insurance for damage or loss to EXHIBITOR or EXHIBITOR'S property. Any such insurance must be placed by the EXHIBITOR.

EXHIBITORS shall fully care for and keep in good order their exhibit space. If such exhibit space is damaged in any manner, the EXHIBITOR on demand of GMADA shall pay such sum as shall be necessary to restore the space to the condition it was in when first occupied.

If an EXHIBITOR violates the AGREEMENT, in addition to any other remedy, GMADA may withdraw the EXHIBITOR'S right to use exhibit space as provided in the AGREEMENT. Such violation shall also cause the EXHIBITOR to forfeit all moneys which may have been paid. At its option, GMADA may re-enter and take possession of the space occupied by the EXHIBITOR, and remove all persons and goods at the EXHIBITOR'S own risk, without liability to GMADA therefore.

Any matters not specifically covered by the AGREEMENT are subject to the sole discretion of the GMADA. The AGREEMENT shall bind the parties hereto, their successors, heirs, executors and administrators.

Acceptance and Payments for Space

In consideration of GMADA reserving or assigning space herein applied for, EXHIBITOR covenants and agrees to pay for such reserved or assigned space at the stated price and under the stated terms and conditions. EXHIBITOR agrees that the AGREEMENT shall be effective, valid, and binding upon execution. In the event that EXHIBITOR fails to make either the 50% initial payment or pay the balance upon demand by GMADA by the dates required by GMADA, in its sole discretion, GMADA shall have the right to assign the space to another applicant, but this shall not relieve the original applicant of the obligation to pay the total amount for the space. In no event shall EXHIBITOR receive a refund of any amounts paid to GMADA.

If the AUTO SHOW is not held at the time or place specified herein or if any exhibit space is rendered unusable for any cause whatever, or cannot be occupied, or in case any other circumstances make it impracticable for said space or the premises to be occupied by the EXHIBITOR, EXHIBITOR waives all claims except for such amounts as EXHIBITOR has previously paid for space, less EXHIBITOR'S proportionate share of expense incurred by GMADA.

It is agreed that the signing of the AGREEMENT obligates and binds the EXHIBITOR, its dealers and agents, to make no other display of new cars or trucks (excluding conversion vans and trailer towing equipped cars and trucks) in the Minneapolis Convention Center for sixty (60) days prior to the opening of the AUTO SHOW. It is further agreed that no display of motor vehicles will occur at any non-dealership location during the period of the AUTO SHOW – except such displays as may regularly be made at authorized dealer show rooms representing the EXHIBITOR'S make of vehicle.

If an EXHIBITOR'S payment obligation under the AGREEMENT is determined to be subject to any federal, state or municipal sales, or other tax, now or hereafter enacted, the amount of such tax shall be added to the price above agreed.

GMADA may demand that any applicant make payment of the full amount of space rental before accepting an Application / Agreement for New Vehicle Exhibit Space or Application / Agreement for Booth Exhibit Space.

Allocation and Use of Space

Selection of exhibit space will be made according to a format of exhibit space allocation as designated by GMADA.

GMADA reserves the right to reject any application for space.

No EXHIBITOR shall allow any article to be brought into or any act done on the AUTO SHOW premises which will violate any of the rules and regulations contained herein, or which will injure or deface any part of the building; nor permit anything to be done by employees by which such premises shall in any manner be injured, marred or defaced. Nothing may be attached to walls or other portions of the building which would damage same.

For the convenience and protection of all EXHIBITORS, GMADA and/or the Minneapolis Convention Center reserve the right to designate certain official suppliers of goods and services in order to assure uniformity of décor for the exhibition, preserve time, insure security, and to avoid disputes in the setting-up, erecting and dismantling of exhibits.

GMADA expressly reserves the right to exclude, or require removal of, or to physically remove any exhibit which, in its opinion is not suitable for the AUTO SHOW. This reservation includes persons, things, conduct, printed matter, souvenirs, catalogs and all things which will affect the character of the AUTO SHOW. Uniformed attendants must be confined to the space occupied by their employers.

New vehicle EXHIBITORS may display only products of their own manufacture unless special arrangements are made in writing with the GMADA.

New vehicle EXHIBITORS may not display used vehicles.

New Vehicle EXHIBITORS must display all vehicles described in their Vehicle Exhibit Space & Services Application / Agreement. If an EXHIBITOR fails to display all such new vehicles, GMADA may, at any time after the opening hour, allot any vacant space to another EXHIBITOR or applicant.

EXHIBITORS must protect machinery, equipment and exhibits so that no injury will result to the public, visitors, guests, employees or any person or property. EXHIBITOR agrees to protect and hold GMADA harmless against all claims for damages, suits, thefts, costs, expenses and attorney fees by any and all persons which may result on account of injury, loss or damage sustained within the space occupied by EXHIBITOR

New Vehicle Exhibition Only

New vehicle exhibit space is for exhibition purposes only. EXHIBITORS may not sell or engage in the business of selling new vehicles at the AUTO SHOW.

In furtherance of this "New Vehicle Exhibition Only" provision, the following sales conduct is prohibited:

- Negotiating the sale of vehicles displayed at the show or other vehicles offered for sale by a dealership.
- Vehicles may not be price labeled other than with the Manufacturers Retail Price Label.
- Printed posters, cards, letters, etc. may not be available in your exhibit area with special dealership pricing on them.
- Show staff may not appraise trade-in vehicles nor quote a trade-in price for a particular vehicle.
- Vehicles may not be marked or labeled as "For Sale" or "Sold".

The following conduct is permitted:

- AUTO SHOW staff may distribute business cards, coupons, vehicle promotional materials and factory approved rebates.
- AUTO SHOW staff may make appointments for potential customers to visit the dealership, collect names of customer leads for later contact, discuss the "Suggested Retail Price" of a vehicle and the availability of particular lines of vehicles.

EXHIBITORS must comply with Federal Law which requires a "Monroney" price label disclosing the full manufacturers' suggested list price of the vehicle, including any optional equipment contained on the vehicle so displayed.

Additional Exhibit Provisions

1. The maximum height of passenger car and truck exhibits is 25 feet.
2. Displays (other than automobiles) must be placed at least 5 feet from the outer edges of each EXHIBITOR'S space.
3. All exhibits must be capable of standing by themselves, and no supporting wires from the ceilings will be permitted.
4. Partitions between EXHIBITORS or displays used as partitions may not exceed 4 feet in height.
5. Maximum height of accessory and equipment EXHIBITOR booths is 8 feet.
6. Pillars may not be covered or decorated in any way by individual EXHIBITORS unless approved by GMADA.
7. Ceiling decorations are not permitted.
8. Ceiling lights are not permitted.
9. EXHIBITORS may not prevent the flow of spectators through their exhibits by the use of barricades or ropes. Individual cars may be roped off, but not entire exhibit areas.
10. EXHIBITORS may not stage live musical band shows within their area. EXHIBITORS may not use or play recorded music unless the EXHIBITOR has first obtained a license from the party holding the copyright for such music. In the event an EXHIBITOR plays any music without first obtaining a license from the copyright

holder, the EXHIBITOR agrees to indemnify and hold GMADA harmless from any and all claims for damages resulting from any copyright infringement which occurs or is alleged to occur as a result of playing copyrighted music without a license. This indemnity shall include, but not be limited to any license fees demanded by the copyright holder, ASCAP or BMI plus any and all attorney fees incurred by GMADA in defending any such claim.

11. EXHIBITOR identification signs must be placed in a location that will not interfere with a neighboring exhibit, and such signs must not be of such size or density that they will impede the free flow of traffic or become a visual barricade. Neon or other similar signs are not permitted. No ceiling hung signs will be permitted.
12. Stringing of advertising banners and pennants is strictly prohibited.
13. Carpeting and rugs must not be sealed to the floor in such a manner as to injure or deface the floor or be so installed as to be a hazard to public safety. Each EXHIBITOR is responsible for the final condition of the floor in their space. Floor coverings other than carpeting or rugs may be used only with prior permission of GMADA.
14. No EXHIBITOR may show any mechanism in operation if it is noisy or objectionable to neighboring EXHIBITORS or GMADA. All moving mechanisms must be adequately protected by the EXHIBITOR to prevent injury to spectators.
15. Turntable tops may not measure more than 48 inches from the floor. The total height of turntable and objects placed upon it may not exceed 12 feet.
16. Lubrication systems and parts must be so drained or treated that lubricants will not drip onto the floor or otherwise damage the building.
17. Batteries of exhibit vehicles must be, and remain, disconnected. Removal and replacement of batteries of show spectacle vehicles will be permitted on written order, signed by the official representative of an EXHIBITOR and approved by GMADA.
18. No gasoline or other flammable materials will under any circumstances or at any time be allowed in the building. Vehicles exhibited may have gasoline in tanks from $\frac{1}{4}$ to $\frac{1}{2}$ full. Locking gas caps are also required.
19. Picture machines of any kind used to show manufacturing and similar matters may be used only if the machines are self-contained, fireproof, acceptable to the Underwriters Laboratories, and city authorities, safe in every detail, quiet, do not interfere with a neighboring EXHIBITOR, do not exceed a height of ten feet, conform to all Ordinances of the City of Minneapolis and regulations of Building Management. The machine must be devoted exclusively to the business of the EXHIBITOR, and must bear no obtrusive advertising of the maker, nor shall any reference to the machine appear in pictures displayed. It must be placed so that its projected picture cannot be seen from the aisle and so as not to interfere in any way with the aisle.
20. The chassis, platform or other object for a lecturer must, except where it is physically impossible, be placed towards the rear of the space and in any event six feet from the aisle. Remarks must be confined to a tone and to statements unobjectionable to GMADA. Lecturers and similar features must be so located in vehicle exhibits that crowds liable to be collected will be in the exhibit space and not blocking the aisle.
21. GMADA reserves the right to limit the number of employees in attendance and the amount of material that may occupy any space at any one time.
22. The soliciting of business and distribution of literature must be strictly confined to EXHIBITOR'S space.
23. All electrical and sign work in connection with exhibits must conform strictly to the rules and regulations of the National Electrical Code and the Minneapolis Building Code. EXHIBITORS desiring connections in their spaces for the purpose of operating electric motors, or for other uses, shall notify the Electric Management upon acceptance of their space. All such work is subject to supervision and direction by the Electric Management, and shall be paid for by the individual EXHIBITOR. These connections will be charges for at prices made a part of a special electrical order. "Electric Management" shall mean those employees or organizations designated by the Minneapolis Convention Center.
24. No EXHIBITOR shall in any manner whatever obstruct an exit or aisle at any time.

25. Exhibits must be completed before 8:00 A.M. on Saturday, March 12, 2011. Noisy and unsightly work after that hour will be strictly prohibited. Goods received after the opening day must be delivered to EXHIBITORS' spaces before 12:00 Noon.
26. EXHIBITORS will be allowed access to their displays two hours prior to the opening hour of the show each day. Any special arrangements must be made by contacting Show Management in advance.
27. GMADA assumes no responsibility but will provide watchmen, and no other persons will be permitted to enter or remain in the Exhibition Building after closing hours. Contact GMADA if you require access to the display in off hours.
28. The space allotted EXHIBITOR will be provided as shown by the official show diagram, with the exception, however, that the right is reserved by Show Management to make any changes which may seem desirable or necessary to it, for the general interest of all EXHIBITORS. EXHIBITOR may not assign or sub-let any part of their space nor allow to be exhibited therein any other articles than those manufactured or sold by them as named in the application.
29. The exchange of vehicles is not permitted after the show opens and vehicles and exhibits must remain in place until the show closes and move-out commences.

Mandatory Rules of the Minneapolis Convention Center

1. Children under the age of 16 years are not allowed on the floor during the move in or move out of any event where motorized vehicles or equipment are used or displayed, in accordance with the Department of Labor standards.
2. Animals/pets are not permitted in the building without prior approval of Minneapolis Convention Center Management. Service dogs are always welcome.
3. Balloons (helium) may not be sold or distributed or used as decoration in an exhibit inside the facility.
4. Decorations, signs, banners and/or similar materials may not be taped, nailed, tacked, stapled or otherwise fastened to ceilings, doors, walls, glass, columns, painted surfaces, fabric or decorative walls, railings or light fixtures.
5. Glitter is not allowed in the facility.
6. Pressure-adhesive stickers, decals or similar promotional items cannot be distributed or sold within the facility.
7. Directional signs and/or graphics may not be obstructed in any manner.
8. Elevators and escalators may not be blocked or used to transport equipment or freight.
9. Minneapolis Convention Center administrative phone numbers may not be published as an information number or as an official show number.
10. Service contractors and EXHIBITORS are responsible to report any damage done to the Minneapolis Convention Center property or equipment during the event. Repairs will be billed at the prevailing rates.
11. The Minneapolis Convention Center does not provide furniture or equipment for EXHIBITORS. All arrangements should be made through the show service contractor.
12. Movement of portable walls in the facility is to be done by Minneapolis Convention Center personnel only.
13. House lighting, ventilation, heat or air conditioning will be provided as required during show open times. Minimal levels will be maintained during show move in and move out periods,
14. Move in and move out of exhibit freight is restricted to dock areas. Hand carried items only are permitted through the front doors of the facility.
15. Exhibit materials such as handbills/advertising are restricted to rented space inside the exhibit halls.

16. Kelber Catering has exclusive rights to catering, concession and liquor privileges at the Minneapolis Convention Center. For more information on the distribution of food/beverages and/or liquor in your exhibit, please contact Kelber Catering at 612-335-6045.
17. Food/beverage distributed by EXHIBITORS are limited to products manufactured, processed or distributed by the exhibiting firm and are limited to sample size.
18. Firms that manufacture, process or distribute food/beverage and are merely sponsoring exhibit booths, may not distribute their product in said booth.
19. The Minneapolis Convention Center does not accept advance freight shipments for EXHIBITORS. Freight must be consigned to the official service contractor for the event.
20. The Minneapolis Convention Center maintains 24 hour security and internal patrols for the facility perimeter only. EXHIBITORS needing security for their individual exhibit are required to use Minneapolis Convention Center Guest Services personnel. Contact Guest Services at 612-335-6257.
21. The Minneapolis Convention Center is a "Smoke Free" facility.
22. Exits in all areas of the facility shall not be blocked or covered for any reason.
23. Exterior and loading dock doors may not be propped open.
24. All aisles must be kept clear, clean and free of obstructions.
25. Firefighting and emergency equipment shall not be blocked or obstructed under any circumstances.
26. Materials used in the construction of displays must be fire resistant. All exhibits are subject to inspection by the Fire Department.
27. An open flame permit must be obtained any time fire/fire, including heater, barbeque, open flame devices, candles, lanterns, torches, welding equipment, smoke emitting devices or materials are used in an exhibit. Contact the Minneapolis Fire Department at 612-673-2546 for permit application.
28. All electrical equipment must be U.L. approved.
29. Fire Department regulations prohibit any exhibits including trailers and other portable structures that have a ceiling or covered area over 300 square feet (this includes double decked exhibits). Also, individual exhibits below 300 sq. ft. of covered ceiling space, but within 10 feet of other covered exhibits must not reached a combined space greater than 300 sq. ft. Exhibits exceeding above requirements may, with Fire Department and Minneapolis Convention Center approval, professionally install a sprinkler system that is tied into the Minneapolis Convention Center fire safety system by a Minneapolis Convention Center approved contractor. Ceilings with an open grate design with grate size equal to or greater than ¼ inch or listed fabric dropout ceiling in accordance with NFPA 13 standard for installation of sprinkler systems may be exempt from installation of sprinkler system
30. Semi tractor trailers will be allowed in the exhibit halls if they are used as billboards only and remain locked without storage or combustibles or human occupancy during the event.
31. Vehicles having over 100 sq. ft. of roofed area shall have smoke detectors installed and fire extinguishers inside that are acceptable to the Fire Department.
32. EXHIBITORS must comply with all Federal, State and City fire codes that apply to places of public assembly.