



Off-Road Business Association SuperShow

LEASE AGREEMENT AND TERMS & CONDITIONS



February 7 through February 11, 2008

The Off-Road Business Association is the exclusive producer and manager of the ORBA SuperShow to be held at the Del Mar Fairgrounds located at 2260 Jimmy Durante Blvd, Del Mar, California. This Agreement contains the terms and conditions that Exhibitors are required to abide by to participate in this show. Any additions or variations in this agreement must be in writing and signed by ORBA's President. No oral agreements shall be binding. Violation of any one of the terms and conditions described herein shall constitute a breach of the entire agreement.

1. **SPACE RENTAL: Indoor**—The basic rental rate for an indoor 10' X 10' space will be \$600 (\$500 for ORBA member companies in good standing). Booths located at a favorable location such as a corner or end cap rent for \$700 (\$600 for ORBA member companies in good standing).

Outdoor—Outdoor spaces 40' X 75' rent for \$1,500. Smaller spaces available at reduced rates.

2. **EXHIBIT HOURS: Setup**—Setup will be permitted from 8:00 a.m. to 5:00 p.m. on Wednesday, 2/6; 8:00 a.m. to 5:00 p.m. on Thursday, 2/7; and from 8:00 a.m. to 5:00 p.m. on Friday 2/8.

Show Times—The show will be open to the public on Saturday, February 9, from 9:00 a.m. to 7:00 p.m. and on Sunday, February 10, from 9:00 a.m. to 4:00 p.m. Exhibitor representatives will have access to the exhibit halls one hour before show opening.

Teardown—Teardown will be allowed to begin only after the public has totally vacated the premises and approval has been announced by ORBA on Sunday until 10:00 p.m. and on Monday from 8:00 a.m. until noon.

3. **ADDITIONAL CHARGES: Electricity**—to be provided by EDLEN Electrical Exhibition Services. Order form will be included with Exhibitor packets to be mailed to Exhibitors after this form is received.

4. **PAYMENT:** A 50% deposit is due with the submittal of this agreement. The balance of all payments is due prior to December 10, 2007. A 10% late fee is applicable to all payments received after that date. Payment may be made by check, money order, Master Card or Visa. Checks and money orders must be made out to ORBA. Mail completed applications to ORBA, P.O. Box 1339, Lakeside, CA 92040. If paying by credit card you may fax to 619.639.0332.

NOTE: ORBA reserves the right, with complete discretion, to refuse acceptance of any agreement and return the applicant's deposit. For cancellation requests submitted in writing prior to December 10, 2007, ORBA shall retain 80% of the money deposited and return the balance to the Exhibitor without interest. Cancellation requests submitted after that date will not be honored and the entire amount committed to ORBA under this agreement will be due and payable. ORBA reserves the right to rent space cancelled without any obligation to the original Exhibitor.

5. **SPACE ASSIGNMENT:** Show Sponsors will have first choice of locations for their displays. After that, Exhibitors will be able to choose from spaces available when their deposit is received by ORBA. ORBA will make every attempt possible to minimize space changes or exchanges. However, if changes are necessary in order to accommodate the needs of the overall presentation of the show, ORBA reserves the right to make such changes when necessary. Any space not occupied by 4:00 p.m. on Friday, February 8, will be utilized by ORBA at ORBA's discretion and will be considered forfeited by the original Exhibitor with no refund.

Exhibitors may not sublet, assign, share or apportion their leased space or have representatives or materials from other companies or organizations displayed within their assigned space.

ORBA will have sole discretion to determine what type of materials, videos, signs, t-shirts, and other apparel are appropriate for this show. This will be a family venue and any material that is not suitable for children—in ORBA's sole opinion—will be removed from Exhibitor displays. **Short skirts and thongs in Exhibitor booths are not allowed at this show!** Exhibitor hereby expressly waives any right to demand reparations or claim damages from such actions by ORBA.

Exhibitors shall not distribute any material whatsoever or promote any products or actions outside of their assigned area.

No exhibits or actions that take place at the show may be video taped or recorded without the expressed consent of ORBA.

6. **SHOW ENTRY BY EXHIBITORS:** Upon arrival, Exhibitor vehicles will be directed by ORBA representatives to designated locations. Building and venue layouts will be available on ORBA's Web site: www.orba.biz.

Four Exhibitor passes will be issued to each indoor Exhibitor at no charge upon arrival at the staging area. Exhibitors leasing more than one 10' x 10' space will receive two additional complimentary passes for each additional 10' x 10' space leased, up to a maximum of eight passes. Outdoor Exhibitors with tractor-trailers and display cars will be issued six complimentary Exhibitor passes. Exhibitor passes are not transferable between Exhibitors. Exhibitors will be required to present a list of representatives no later than January 25, 2008. Passes will be issued only to those listed. Changes to the names on the list provided will require approval by Exhibitor's management. Passes will not be issued to any Exhibitors until all lease payments have been made.

7. **SIGNAGE:** Unless prior arrangements have been made with ORBA, all signage displayed by Exhibitors must remain within the confines of Exhibitors' leased display space.

8. **VEHICLES:** All vehicles on display inside any building must have a battery cable disconnected, less than two gallons of fuel in tanks, and fuel caps locked or taped. Alarms must also be disconnected.

9. **MUSIC, SOUND AMPLIFICATION and LOUD NOISE:** Any music and/or amplified sound emanating from a display area must not interfere with other Exhibitors. ORBA shall have the sole discretion to restrict any and all sound levels generated by Exhibitors.

Initials: _____

10. **FOOD/BEVERAGE:** Sales of food and beverages by Exhibitors is strictly forbidden.

11. **FIRE, THEFT, ACCIDENTS:** ORBA shall make an effort to provide reasonable security service during the show and overnight but will not accept responsibility in any way for the safety of Exhibitor personnel or the theft or loss of Exhibitor's merchandise at any time. By signing this agreement Exhibitors agree to accept full liability for all losses and/or injuries. Exhibitors are required to provide their own insurance coverage. The Exhibitor agrees to abide by the Fairground's Fire Safety requirements.

12. **INDEMNIFICATION:** Exhibitors are solely responsible for any injury, death, or sickness suffered by any Exhibitor representative as a result of participation in the show. Exhibitor shall indemnify and hold ORBA, its officers, directors, agents, employees, licensees, contractors and/or servants harmless from any damages, losses or liabilities resulting from any claims, demands, suits, or other actions based on, or arising out of, the Exhibitor's occupation or use of exhibit space or its installation, operation, or removal of exhibits, including but not limited to all claims and demands of Exhibitors or any third party including any of their agents, employees, representatives, customers, and guests for injury to person or property (including theft or mysterious disappearance) arising by virtue of any occurrence in the exhibit space or show site or in the parking areas in proximity to the show site during the term of this contract, as well as any period during which the Exhibitor is moving into or out of the show site. ORBA is not responsible for any errors, omissions, typos, misspellings, etc. in any show publication, advertising, or in any electronic media.

Exhibitors shall observe and abide by additional regulations made by ORBA for the efficient, safe operation or success of the show and such additional regulations shall be at the sole discretion of ORBA. Any Exhibitor who violates any of the above terms and conditions is subject to being refused further participation in this show or any other show managed by ORBA.

13. **UNCONTROLLABLE CIRCUMSTANCES:** ORBA shall not be responsible for any loss, theft, damage, injury, or delay due to strikes, lockouts, acts of God, government restrictions, enemy action, civil commotion, unavoidable casualty, or other causes similar or dissimilar beyond the control of ORBA. No refunds of money paid will be available if such circumstances should occur.

14. **EXHIBITOR AFFIRMATION:** I hereby certify that I am authorized to sign this agreement for my company and intend to be bound to all of the terms and conditions listed in this agreement on behalf of my company.

Print name: _____ Signature _____ Date _____

Title: _____ Company Name: _____

Street: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Preferred space(s) 1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____

Please send information on advertising in show program Total Price: _____

Deposit enclosed: _____

Check M/O Visa M/C

Card #: _____ Exp. Date: _____

Cardholder Name: _____ 3-digit security code: _____

Billing Street: _____ City: _____ State: _____ Zip: _____

Cardholder Signature: _____

ORBA USE ONLY:

Space Assignment: _____ Size: _____ Deposit Amount: _____

Balance Due: _____ Accepted by: _____ Date: _____

ORBA SuperShow * P.O. Box 1339, Lakeside, CA 92040 * 619.443.0504 * 800.948.8216 * Fax: 619.639.0332 * supershow@orba.biz