

# 2016 RCX EXHIBITOR AGREEMENT

MARCH 12&13, 2016

COSTA MESA, CA | OC FAIR & EVENT CENTER

COMPANY	CONTACT/TITLE		
ADDRESS	CITY	STATE	ZIP
PHONE	FAX		
E-MAIL	WEBSITE		

PRODUCT TO BE DISPLAYED/SOLD

I HAVE READ AND AGREE TO THE ATTACHED SHOW TERMS AND AUTHORIZE THE PROMOTION COMPANY, INC. TO RESERVE MY BOOTH SPACE \_\_\_\_\_\_.

EXHIBITOR SPACE RATES		S	Bulk Space greater than 20' x 40' is available and sold at				
Booth Size	11/1-1/14	1/15-3/14	3/15-5/15	\$5.00/square foot. Price of booth includes pipe and drape <b>ONLY</b> .			
10' x 10'	\$600	\$800	\$1,000	<u>ALL</u> tables, chairs, and electrical orders are available at an			
10' x 20'	\$1,100	\$1,300	\$1,500	additional cost.			
10' x 30'	\$1,600	\$1,800	\$2,000	Corner booths are available and can be purchased for an additional \$150/corner.			
20' x 20'	\$2,100	\$2,300	\$2,500	TOTAL BOOTH SIZE:			
20' x 30'	\$3,000	\$3,200	\$3,400	TOTAL CORNER CHARGE:			
20' x 40'	\$4,000	\$4,200	\$4,400				
Bulk Space	\$5.00/square	e foot					
Ticket Package: 25 additional tickets \$250		\$250	0 TOTAL CHARGE:				
PAYMENT INFORMATION							
Check (payable to The Promotion Company, Inc.) Credit Card (Visa, MC, AMEX) Cash See Payment Options Form. Please note that all Credit Cards will be charged a 3% technology fee. <b>DATE WRITTEN NOTICE OF TERMINATION OR REDUCTION IN SPACE IS POSTMARKED</b> TERMINATION FEE On or before September 26, 2015 After September 26, 2015 and on or before December 19, 2015 So% After December 19, 2015 <b>REMITTANCE:</b> A minimum of 50% deposit of the total space fee is required with this license agreement. The remaining 50% must be preceived no later than 60 days prior to the Event. Any late payments and all contracts established within 60 days of the show must be paid in certified funds. Booth location will not be assigned until deposit is received. <b>RCEITANCE:</b> The exhibitor understands that this Agreement shall be legally binding between The Promotion Co., Inc. (TPC) and the exhibitor only upon acceptance in writing by TPC. Exhibitor understands that early tear-down during the event may void Exhibitor's option of renewal of any <b>APELICANT'S AUTHORIZED SIGNATURE</b>							
future events. YES, by signing below, the undersigned hereby affirmatively consents and agrees to receive (1) facsimile advertisements sent by or on behalf of TPC to the facsimile number provided above or instead to the following fax number:; (2) telephone solicitations initiated by or on behalf of TPC and directed to the number provided above or instead to TPC REPRI		f of TPC TITLE g fax by or on	DATE PRESENTATIVE SIGNATURE				
the following telephone number:; and (3)			and, its TITLE	DATE			



## **BASIC TERMS & CONDITIONS:**

BASIC TERMS & CONDITIONS: 1. Definitions "Exhibitor" means the applicant identified on the front hereof; (b) "Show" means the specific expositions identified on the front hereof; (c) "Show Management" means Bonnier Corporation and their subsidiaries, parent companies, and affiliates; and The Promotion, Co. Inc., its employees and affiliates; (d) "Hall Management" means the owner or manager of the facility in which the Show is conducted, and its employees and agents; and (e) "Hall" means the facility in which the Show is conducted. conducted.

Exhibitor will be reimbursed on a pro-rata basis. 5. Termination or Reduction in Space In the event Exhibitor seeks to terminate this license for exhibition space, withdraw from the Show, or reduce its space requirements for the Show, Exhibitor acknowledges that Show Management would be dimened and suffer loss and that it would be difficult to determine the precise value for or amount of that harm. All terminations, withdrawals or requests for reduction in space by Exhibitor must be in writing. The date of terminates, withdrawal or reduce in space, as applicable, shall be the postmark date on the notice. If Exhibitor terminates, withdraws or reduces the space requirements for the Show, Exhibitor agrees to pay on demand to Show Management the amounts set forth below if not previously paid by Exhibitor. Such payment shall be liquidated damages. Termination and the parties agree that such amounts constitute a reasonable provision for liquidated damages.

Date Written Notice of Termination of Reduction in Space is Fostinarked	Termination Tee
On or before September 26, 2015	\$0
After September 26, 2015 & on or before December 19, 2015	50% of contracted fees
After December 19, 2015	100% of contracted fees

causes: by reason of the Hall being damaged or destruyed by life, act or God, public enemy, war or insurrections, survey, and authority of the law, postponement or cancellation of the Show, or for any cause beyond its control. Show Management will, however, in the event of its not being able to hold the Show for any of the above named reasons reimburse Exhibitor on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc. If Show Management cancels or terminates the Show, for any reason other than stated in the previous paragraph, the Exhibitor was all claims it might have against Show Management for damages or expenses and Exhibitor agrees to accept in complete satisfaction and discharge of all claims against Show Management a refund of all amounts paid by the Exhibitor to Show Management in accordance with this ancement

Exhibitor agrees to accept in complete satisfaction and discharge of all caims against Show Management a refund of all amounts paid by the Exhibitor to Show Management in accordance with this agreement. **6. Badges** Exhibitors must, at all times including but not limited to set-up and break-down, wear an TPC exhibitor badge to enter the exhibitors must, at all times including but not limited to set-up and break-down, wear an TPC exhibitor badge to enter the exhibitors must, at all times including but not limited to set-up and break-down, wear an TPC exhibitor badge to enter the exhibitors must, at all times including but not limited to set-up and break-down, wear an TPC exhibitor badge to enter the exhibitors must, at all times including but not limited to set-up and break-down, wear an TPC exhibitor badge to enter the exhibitor subtices both. **7. Insurance · MANDATORY** A. Exhibitor agrees to maintain adequate insurance to fully protect Show Management and its affiliates, co-sponsors, service contractors and the Hall and Hall Management from any and all claims, arising from Exhibitor's activities including, but not limited to, the installation, operation and dismantling of Exhibitor's display. The foregoing insurance requirement includes claims under the Worker's Compensation Act or for personal injury, death, or for damage to property. Exhibitor understands that neither Show Management nor the Hall maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor's agents, employees or guests. Exhibitor agrees to indemnify, defend and hold harmless Bonnier Corporation and their subsidiaries, parent companies, and affiliates, the Radio Control Expo, and Air Age Media from and against any liability for loss or damage of any kind which Exhibitor may directly or indirectly cuese. Exhibitors in the Show must carry. Statutory limits for workers' compensation coverage; and Commercial general liability insurance limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregat

## 8. Liability

8. Liability Exhibitor agrees that Show Management, Show Management's service contractors, the Hall and their representa-tives, employees and agents are not liable for any injury, loss or damage that may occur to Exhibitor, or to Exhibitor's employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this Agreement. Exhibitor assumes responsibility and agrees to indemnify, defend and hold Show Management, Hall Management, their affiliates and their respective employees and agents harmless from and against any claims or expenses anising out of the use of the exhibitor premises. Exhibitor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by, Exhibitor's displays, equipment, employees or representatives. In no event shall Show Management or any of its affiliates be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agree-ment. The liability of Show Management and its affiliates and Exhibitor's remedy for any claim of loss or damage arising from or related to this Agreennent, regardless of the form of action, shall be limited to one-half of the fees paid to Show Management hereunder.
9. Available Services
0. nebhalf of the Exhibitors. Show Management has designated official Show contractors to provide the following:

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16. Filming and Video Recording Rights; Electronic Messages From time to time, photographs, motion pictures and/or video recordings may be made in the Show facility, which recordings may include images of Exhibitor; its employees, agents and related merchandise and displays. Exhibitors may not hinder, obstruct or interfere in any way with such photography or recordings whether by Show Management, its agents, attendees or other exhibitors, and hereby consent to Show Management's use of such recordings for commercial purposes. To the extent necessary to fulfill Show Management's express obligations hereunder, Exhibitor hereby grants Show Management a non-exclusive, royaltyfree, revocable, non-transferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. By providing Show Management the e-mail addresses set forth on the first page of this Agreement, Exhibitor hereby consents to receiving unsolicited commercial e-mail messages from The Promotion, Co. Inc., its affiliates and partners as well as a third parties licensed to send such messages to Exhibitor by any of the foregoing.

thereby obtained. 22. Applicable Law and Venue This Agreement shall be governed by Florida law without application of its conflict of laws principles. Any suit relating to this Agreement shall be instituted in a state or federal court in Orange County, FL, and the parties submit to the jurisdiction of any such court.

23. Sponsorship Agreement All rules and regulations of all applicable sponsorship agreements and related materials are hereby incorporated into this Agreement. 24. American Disabilities Act.

24. American Disabilities Act. Exhibitor acknowledges and agrees that, in connection with the Show, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Exhibitor agrees that in connection with the Show, Exhibitor will: (i) provide, at its expense, any auxiliary aids and services as may be nec-essary to ensure effective communication with Exhibitor by attendees of the Show. (ii) assure, at its expense, that displays posted at or on Exhibitor's booth(s) are accessible to individuals with disabilities; and (iii) not discriminate or retailate against any individual in violation of the ADA.
25. Additions or Corrections

25. Additions or corrections Show Management may amend these terms from time to time in the best interest of the Show upon written notice to Exhibitor. Exhibitor agrees to accept notice of additions or amendments and to consider them as part of this Aareement.

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