

COMPANY INFORMATION

COMPANY _____
 CONTACT _____ TITLE _____
 EMAIL _____ WEBSITE _____
 ADDRESS _____ ADDRESS 2 _____
 CITY _____ STATE _____ ZIP _____ COUNTRY _____
 PHONE _____ EXT _____ CELL PHONE _____

PRICING & PAYMENT

BOOTH FEES:

EXHIBIT SPACE = \$28.50 per sq.ft.
 CORNER PREMIUM = \$250 per corner
Minimum Booth Size: 10'x10' = 100 sq.ft.

BOOTH #	DIMENSIONS	SQ FT

MIC MEMBER? CHECK HERE

MIC Member Credit = \$200 Less Per 10'X10'
 Total Credit Up to 50% of MIC annual dues
 (Credit will be applied to the final payment)

TOTAL INVESTMENT \$ _____

NOTE: By signing this agreement, I authorize AIMExpo / MIC to process all payments to the credit card provided if initial payment is made via credit card. All payments will be charged to the credit card based on the above payment schedule.

PAYMENT SCHEDULE:

50% payment due with signed contract | 100% payment due by October 17, 2022

ONLINE EXHIBITOR PROFILE

COMPANY NAME FOR ONLINE PROFILE _____

PRODUCT AND MARKET CATEGORIES (Check all that apply)

- | | | | |
|---------------------------|---------------------------|-------------------------|-------------------------------|
| Accessories | Adventure Touring | Apparel/Gear | ATV/UTV/SXS |
| Boat | Business Service Products | Cruiser | Dirt |
| Dual Sport | Electric | Maintenance | New Motorcycles, ATVs or UTVs |
| Oil & Chemicals | Other | Performance Products | Prototyping/Manufacturing |
| PWC | Racing and Performance | Replacement Items/Parts | Scooter |
| Service | Snowmobile | Sport | Standard |
| Store Fixtures/Design/POP | Tires/Wheels | Tools & Equipment | Touring |
| V-Twin | | | |

BY SIGNING BELOW, the Exhibiting Company acknowledges that it has read this agreement, including the Official Terms and Conditions, understands it fully, agrees to be bound by all its terms, and that the individual signing is authorized to do so on behalf of the Exhibiting Company. The Exhibiting Company further agrees as follows: (1) any change in the Exhibiting Company's mailing address, show guide information, brand names or product listings must be communicated to MIC/AIMExpo in writing; (2) Exhibiting Company and its event staff grant MIC/AIMExpo the irrevocable and unrestricted right to use and publish photographs, videos and digital media, for any and all commercial purposes, which they may take or cause to be taken at AIMExpo; and (3) the Exhibiting Company may receive written, e-mail and telephone solicitations and communications at the above contact information from MIC, AIMExpo, their affiliates, or authorized third-party service providers and vendors.

SIGNATURE _____ DATE _____ ACCOUNT MANAGER _____

OFFICIAL TERMS & CONDITIONS

1. EXHIBITOR COVENANTS

- a) The Exhibitor agrees to (i) obey all laws, rules, ordinances and regulations governing use of the facility and operation of the American International Motorcycle Expo (“AIMExpo”), (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and AIMExpo, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and personal protection of visitors to AIMExpo.
- b) The Exhibitor agrees to abide by all rules and regulations governing AIMExpo that may be established, from time to time, by the Motorcycle Industry Council, Inc. d/b/a MIC Events (“MIC”), including all rules and regulations set forth in the Exhibitor Manual.
- c) The Exhibitor agrees to observe, to the full extent applicable, all union contracts and labor relations agreements in force (i) between MIC and contractors providing services to the facility, and (ii) governing companies operating in the facility in which AIMExpo is taking place.
- d) The Exhibitor agrees to obtain, at its own expense, any licenses or permits that are required for the operation of its trade or business during the term of AIMExpo, and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- e) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with AIMExpo unless (i) the Exhibitor satisfies MIC that the Contest is being operated in accordance with applicable law; and (ii) the prior written consent of MIC is obtained.
- f) The playing, performing, reproduction, broadcasting or other use at AIMExpo of any music, materials, devices, processes and dramatic rights (collectively, “Work”) that are the subject of any third-party copyright, trademark, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without express written consent of MIC. The Exhibitor agrees to indemnify and hold harmless MIC and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law.
- g) The Exhibitor agrees to occupy the contracted exhibit space during AIMExpo hours and to sell, promote or advertise only the products and services described in this license agreement. No products, samples, marketing or advertising materials may be distributed from the aisles, entrance or any other areas of the exhibit

hall, convention center or official hotels without prior approval in writing from MIC.

2. MIC RIGHTS

- a) MIC reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for AIMExpo, (ii) reject or prohibit exhibits or Exhibitors that MIC considers objectionable, inappropriate, disruptive or offensive to MIC, other Exhibitors or AIMExpo attendees; (iii) change or modify the layout of AIMExpo and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part AIMExpo; or (v) change the date, location and duration of AIMExpo; without any liability to MIC.
- b) MIC shall have the right to establish and amend or modify any regulations governing use of the facility and AIMExpo.

3. ASSIGNMENT AND SUBLETTING

The Exhibitor shall not assign any rights or sublet space under this license agreement without the prior written permission of MIC, which permission may be withheld in MIC’s sole discretion.

4. DEFENSE AND INDEMNIFICATION

The Exhibitor agrees to defend, indemnify and hold harmless MIC and the facility, their respective members, officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with AIMExpo, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, MIC, the facility, AIMExpo sponsors or a visitor to AIMExpo and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible.

5. LIABILITY AND INSURANCE

- a) The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to MIC for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name MIC as additional insured, and shall insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor’s presence or operations at AIMExpo. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. The Exhibitor shall provide MIC a copy of such policy no later than 90 days preceding the opening date of AIMExpo.
- b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs.
- c) The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against MIC, AIMExpo sponsors or the facility in which AIMExpo is held, for any loss, damage or injury, howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.
- d) Neither MIC nor the facility will assume liability for loss or damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

6. BOOTH DISPLAY

- a) All exhibits require full floor covering. Booth construction and signage must be exhibited in accordance with the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor Service Manual.
 - Linear booth displays must be no more than 8' high across the back (including signage), and no more than 8' high on both sides
 - Signs must be one-sided, and not face into another exhibitor's booth
 - No handwritten signs are allowed – use professional signs only
 - No tents without consent in writing from MIC
 - Tables and counters must have a professional, floor-length skirt/covering
- b) The Exhibitor agrees that no display will be dismantled or goods removed during the term of AIMExpo, but will remain intact until the end of the final closing hour on the last AIMExpo day. Leaving the event early may result in the loss of your booth selection priority status and the exhibitor shall be subject to a \$500 penalty. The Exhibitor also agrees to remove its display and equipment from the AIMExpo site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by MIC as a consequence of such failure.

7. CANCELLATION AND TERMINATION

- a) The Exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to MIC no later than sixty (60) days before the opening date of AIMExpo. All deposits/payments received by MIC up to the date of notice of cancellation are non-refundable and non-transferable. In the event that the Exhibitor (i) notifies MIC less than sixty (60) days before the opening date of AIMExpo that it wishes to cancel this license agreement; or (ii) fails to make payments in accordance with the payment schedule setout herein; or (iii) except as otherwise permitted herein, fails to appear at AIMExpo; MIC reserves the right to (i) cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate; (ii) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement; (iii) re-rent the said space; and (iv) bring action against the Exhibitor for payment of the full cost of the space originally licensed from MIC.
- b) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to MIC shall be deemed earned by MIC and all deposits received shall be non-refundable and non-transferable. In the event of any violations or breach of the terms and conditions of this license agreement, MIC shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner that MIC deems

appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in AIMExpo.

- c) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement. Violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement, entitling MIC to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to MIC to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

8. FORCE MAJEURE

If, for any reason or by any cause beyond MIC's control, and without MIC's fault or negligence, (a) the facility in which AIMExpo is to be held becomes unavailable for occupancy, (b) MIC is unable to permit the Exhibitor to occupy the facility, (c) AIMExpo is cancelled or curtailed, or (d) MIC's performance of any obligation under this Agreement is prevented or delayed, MIC shall not incur any liability to Exhibitor, and shall not be responsible for any loss of business, lost profits, consequential or special damages, or expenses of any nature that Exhibitor may incur. Causes beyond MIC's control may include, without limitation, acts of God or war, changes in controlling law, regulations, orders or the requirements of a competent governmental authority, severe weather conditions, civil disorders, riots, natural disasters, fire, epidemic/pandemic disease or quarantines, general strikes throughout the trade, and freight embargoes (a "Force Majeure Event"). MIC shall notify Exhibitor if it becomes aware that a Force Majeure Event or other cause beyond MIC's control would prevent or delay its performance. Upon such notification, MIC may unilaterally elect to cancel AIMExpo and/or this Agreement, or reschedule AIMExpo or extend the time for performance of this Agreement, as reasonably necessary.

9. MISCELLANEOUS

- a) Waiver by MIC of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.
- b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto.
- c) This license agreement shall be governed by and construed in accordance with the laws of the State of California.
- d) If an AIMExpo guide is produced for AIMExpo, MIC shall not be responsible for any errors or omissions in the AIMExpo guide.



INITIAL HERE _____
I have read and agree to AIMExpo Terms & Conditions

IMPORTANT REMINDERS

1) **PIRATE HOUSING** – AIMExpo has secured room blocks for attendees and exhibitors. Reservations at discounted rates can be made directly through the hotels. While you may be contacted by other housing agencies to book your hotel rooms, please be aware that these companies are NOT official vendors of AIMExpo. Improper solicitation of hotel reservations from any company or housing provider is not approved by AIMExpo. Rates offered by unaffiliated organizations may appear to be lower than AIMExpo rates, however they may be illegitimate, have unreasonable cancellation or change penalties, or be completely non-refundable.

2) **INLINE BOOTH MEASUREMENTS** - The inline booth measures 10'x10' in dimensions.

3) **INLINE BOOTH HEIGHT RESTRICTIONS**

INLINE BOOTHS - The maximum height your product can be displayed is 4' in the front half of your booth and 8' high in the back half of your booth.

INLINE PERIMETER BOOTHS - The maximum height your product can be displayed is 4' in the front half of your booth and 8' high in the back half of your booth. Signage may be displayed up to 10' along the back wall of your perimeter booth. Canopies are allowed in perimeter booths, but please note the actual booth dimensions in the exhibitor service guide. Standard 10'x10' canopies may not fit in the booth space properly.

Please review the booth guidelines in the exhibitor services guide for **island and peninsula booth** height restrictions. Our exhibitor services guide can be found on our website www.AIMExpoUSA.com under the Exhibitor tab.

4) **FLOORING** - All booths **must** have professional flooring (carpet, tile, laminate, etc) that covers the entire surface of your booth.

5) **NO EARLY MOVE-OUTS!!** There will be attendees on the show floor expecting to see you. Exhibitors must keep their booth set up and staffed until the show closes. Consequences of early move out (this includes the early tear-down of your booth) include losing your priority booth selection and possible exclusion from next year's show.

INCLUDED WITH YOUR BOOTH SPACE:

Questions? Call us at 855-MC-SHOWS (627-4697)

- Standard pipe and drape 8' high back drape / side drapes at 3' for front half of the booth and 8' for the back half of the booth (See picture below)
- Company identification sign (7"x 44") inline booth only
- 8 exhibitor badges per 100 square feet, 32 badges maximum
- Online Exhibitor Profile
- Free Exhibitor Marketing Tools
- 24-Hour Show floor Security

