

Presented by
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Exhibit Space Rental Terms and Conditions

1. BOOTH RENTALS INCLUDE: 8' backwalls and 4' side rails; carpeted aisles; booth identification sign; free registration of 5 representatives per booth; 24-hour security; complete listing of attendees. Additional services, booth furnishings and labor are available through the official Undercar/Transmission Expo decorating contractor and are the responsibility of the Exhibitor.

2. QUALIFICATIONS: Exhibit is generally limited to persons or firms who manufacture, remanufacture, or supply products, tools, equipment, supplies or services to the automotive aftermarket.

3. SPACE: The space contracted for is to be used solely for the Exhibitor whose name appears on the contract, and it is agreed the Exhibitor will not sublet or assign any portion of the same without the written consent of Undercar/Transmission Expo.

4. BOOTH PERSONNEL: Exhibitors are allowed (5) five authorized representatives per booth to work in their space. It is understood that all booth personnel should be employees or agents or sales representatives of the exhibitor. Personnel not directly affiliated with the exhibitor will be expected to arrange for their own credentials. This provision is meant to specifically prohibit non-exhibiting suppliers from benefiting from the exhibit while not contributing to show overhead. The Exhibitor shall have an authorized representative present at the show throughout all exhibit periods and during the installation and dismantling of his exhibit. The names of authorized representatives shall be

furnished to Undercar/Transmission Expo not less than 30 days before the opening date of the show.

6. IMPROVEMENTS: Any additions or improvements to space other than standard equipment shall be at the Exhibitor's expense, subject to the approval of Undercar/Transmission Expo.

7. EXHIBIT DIMENSIONS: It is understood that all exhibits will conform to dimensions and restrictions set forth in the Undercar/Transmission Expo *Display Rules And Regulations*.

8. RESTRICTIONS: Undercar/Transmission Expo reserves the right to restrict exhibits that may have been falsely entered or may be deemed unsuitable or objectionable. This reservation applies to noise, persons, things, conduct, printed matter, or anything of a character that might be objectionable to the Show as a whole. Public address systems and electronically amplified music are explicitly prohibited.

9. MERCHANDISE EXHIBIT: Space leased by the Exhibitor will be used solely for the display and sale of products that are sold by the Exhibitor on a regular basis.

10. LIABILITY: Exhibitors agree to hold Undercar/Transmission Expo harmless from any loss, injury, damage or liability of any kind arising from their occupancy of booth space. Exhibitors further agree to keep their booth space free from any condition which might cause injury to any person coming into such space,

and to defend and indemnify Undercar/Transmission Expo from all claims, judgments, suits, costs, charges, damages and expenses of any nature that may accrue to persons or property either on account of events within its booth space or by reason of acts or omissions by any of its representatives or employees. Exhibitors are entirely responsible for their leased space and agree to reimburse Undercar/Transmission Expo for any damage done to the space which has been leased.

11. INSURANCE: It is distinctly understood and agreed that in no case shall Undercar/Transmission Expo, its officers or agents be responsible for any loss, theft, damage by fire, or injury of any character to any person or article. Security will be provided, but Undercar/Transmission Expo, while taking all precautions against loss, will not guarantee against it. Exhibitors wishing to insure their goods must do so at their own expense.

12. MOVING IN AND OUT: Exhibitors have move-in and move-out time as indicated in the Exhibitor Schedule. Failure to set up or remove an exhibit in the allowed time will afford Undercar/Transmission Expo the right to remove and place same in a warehouse, subject to the Exhibitor's disposition with all charges to follow and no liability to Undercar/Transmission Expo. **IMPORTANT— All Exhibits will remain intact and manned until the conclusion of the show. Early removal of exhibit displays and/or unmanned exhibits will result in the Exhibitor being barred from participation in future shows or such other penalties as may be deemed proper by the Undercar/Transmission Expo executive committee.**

13. OUTSIDE EVENTS: No exhibitor shall foster or conduct any event during Undercar/Transmission Expo Show hours or Seminar hours which would take attendance from the show floor.

14. FIRE HAZARDS: All materials used for decorative purposes shall be flameproof. Crepe paper, corrugated paper, cardboard or other combustible materials shall be prohibited. Explosive and inflammable materials which conflict with the Underwriters' Fire Prevention or Fire Department rules or Exhibition Hall rules are not permitted.

15. INTOXICANTS: The Exhibitor expressly agrees not to serve, sell or give away any intoxicants at or near the space leased, and the violation of this agreement shall entitle Undercar/Transmission Expo to close exhibitor's exhibit and remove and store same in the manner provided in Paragraph 12, above.

16. USE OF AISLES, ETC.: The aisles, passageways and overhead spaces remain strictly under the control of Undercar/Transmission Expo, and no signs, decorations, banners, advertising matter or special exhibits will be permitted in them except by special permission. All exhibits must remain within the confines of their own spaces and conform to restrictions set forth in the Undercar/Transmission Expo *Display Rules And Regulations*.

17. SERVICE ORGANIZATIONS: In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services connected with the operation of the Show, the Show will contract, on an exclusive basis, an official decorating contractor(s) to provide such services. Service companies other than the officially designated contractors will not be allowed to work in exhibit areas unless having first obtained written authorization from Undercar/Transmission Expo.

18. RIGHTS OF UNDERCAR/TRANSMISSION EXPO AND EXHIBITOR IN THE EVENT EXHIBITION IS NOT HELD: In the event that Undercar/Transmission Expo cannot be held because of strikes, lockouts or other labor difficulties, acts of God, national emergencies or other causes beyond the control of Undercar/Transmission Expo, then this agreement shall terminate and each party waives all claims against the other for damages by reason of such termination, including, without limitation, compensatory and consequential damages, and Undercar/Transmission Expo may retain so much of the payment for the exhibit as is necessary to cover the expenses incurred by it up to the time of such termination.

19. CHANGES IN THE BOOTH FLOOR PLAN: Undercar/Transmission Expo reserves the right to change the booth floor plan and booth locations.

20. MISSOURI CONTRACT: This contract shall be governed and construed in accordance with the laws of the State of Missouri, and any legal proceeding arising with respect thereto shall be commenced and prosecuted in the Circuit Court of Greene County, Missouri, or the United States District Court for the Western District of Missouri, Southern Division, which courts shall have exclusive jurisdiction with respect thereto. Each party hereto hereby waives trial by jury.

21. BREACH: In the event the Exhibitor shall violate any of the foregoing provisions, it shall be liable to Undercar/Transmission Expo for all damages it may sustain as a result thereof, including reasonable attorney fees, litigation expenses and court costs.

Display Rules and Regulations

Display Rules and Regulations have been with us since trade shows first began. Most individuals recognize the need for some limitations but many have never taken the time to determine the intent of each rule, why they were written, what they are expected to accomplish and, most important, how an exhibitor can use them effectively.

Through a series of meetings with representatives of the Exhibit Designers and Producers Association (the professionals of the exhibit builders field), and the management of several other shows, we have developed a new set of display limitations which we believe are an improvement and will give each exhibitor the opportunity to make more effective use of this space without infringing on the rights of his neighbors.

The tenet on which all show management is based can be summed up as follows:

“All exhibitors are equal regardless of size and should be given an equal opportunity, within reason, to present their product in the most effective manner to the audience.”

Show management must establish rules or guidelines to make this possible while allowing the greatest flexibility within each exhibit. Remember you are our customers. We want you to be successful.

The exhibitor’s responsibility can be summed up far more simply: “Be a good neighbor.”

With these thoughts in mind, please review the rules and regulations outlined on the following pages. Each section begins with the actual rule or guideline and is followed by the intent, which is of major importance. By recognizing the intent you can be reasonably sure you will always be “a good neighbor.”

Accepted & Endorsed by:

National Association of Exposition Managers
Exhibit Designers & Producers Association
Exposition Service Contractors Association
National Trade Show Exhibitors Association

DEMONSTRATIONS OR ENTERTAINMENT

Regulations:

Do not place your demonstration areas on the aisle line of your exhibit if you expect many people to congregate at one time. Leave space within your own exhibit area to absorb the majority of the crowd. Should spectators

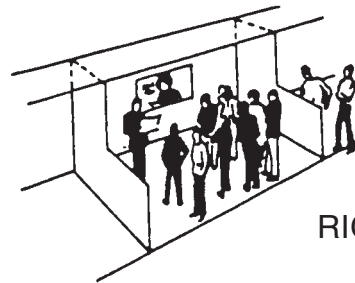
interfere with the normal traffic flow in the aisle or overflow into the exhibits of your neighbors on each side or across the aisle, the Show Management will have no alternative but to request that you limit or eliminate the presentation.

Sound:

Police your own booth to be sure the noise level from any demonstrations or sound systems is kept to a minimum and does not interfere with others. Remember the use of sound systems or equipment producing sound is an exception to the rule, not a right. Show Management reserves the right to determine at what point sound constitutes interference with others and must be discontinued.

Intent:

The aisles are the property of all the exhibitors; therefore, each exhibitor has the responsibility to assure proper flow of traffic through the entire show. When large crowds gather to watch a demonstration or entertainment and interfere with the flow of traffic down aisles or create excessive crowds in neighboring booths, this is an infringement on the other exhibitor’s rights. Aisles must not be obstructed at any time.



RIGHT



WRONG

PENINSULA BOOTH

DEFINITION:

Four or more spaces back to back with an aisle on three sides.

Height:

Identification signs, canopies, and two-story exhibits will be permitted to a maximum height of 16'4.88m provided written approval is received from Show Management at least 60 days prior to the Show.

Intent:

When an exhibit in a peninsula booth configuration exceeds 8'2.44m, it does not interfere with other exhibitors because it does not back up against another exhibitor's backwall. The extra height is often needed to permit the open walkthrough approach normally used in this type of location. The 16'4.88m height limitation has been set to avoid undue competition between exhibitors to see who can go the highest or be seen the farthest with each negating the other's efforts. Also, the 16'4.88m high exhibit will fit into almost any exhibit hall, thus permitting each exhibitor to get maximum use of his exhibit.

NOTE:

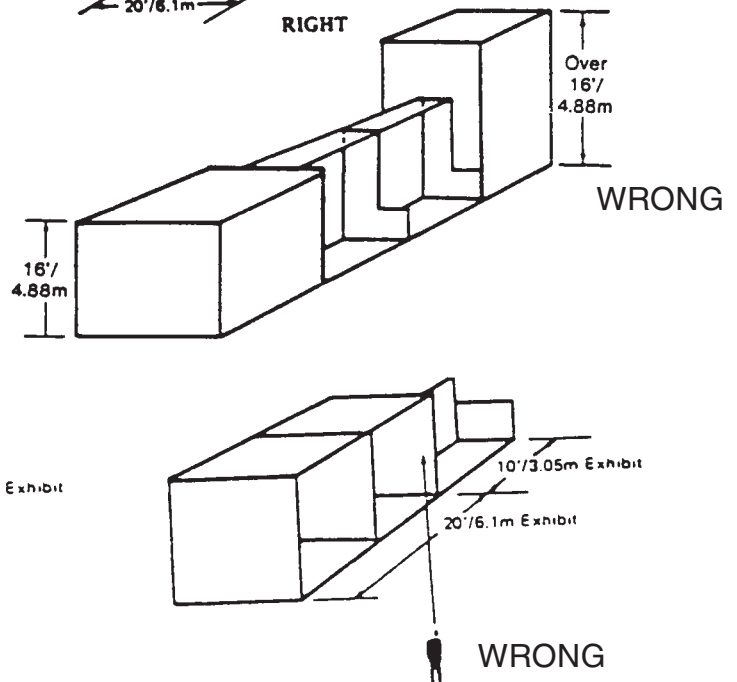
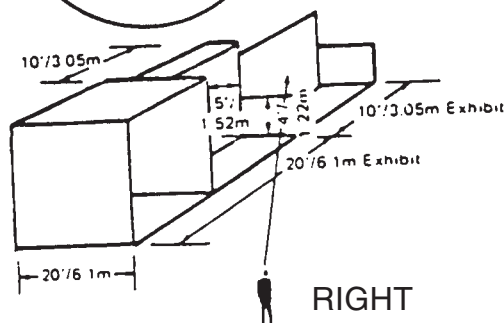
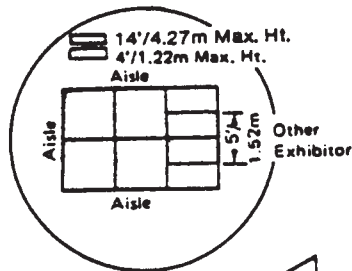
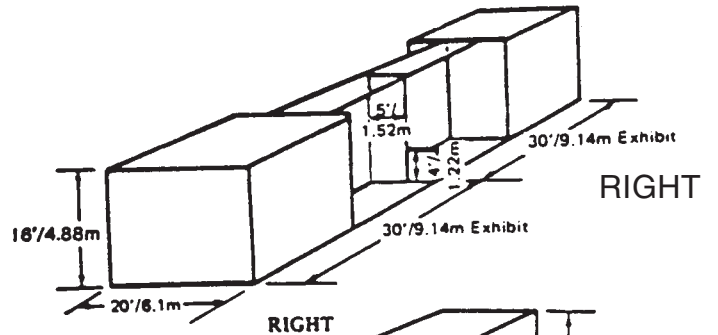
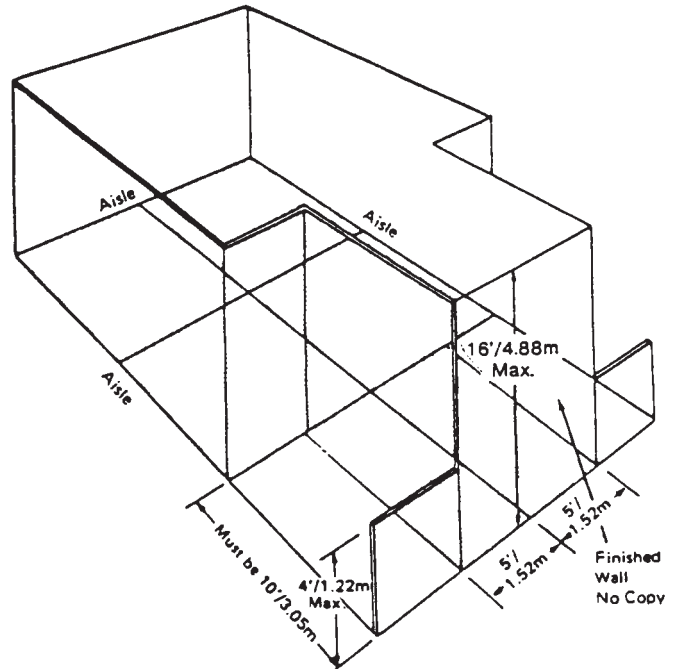
Peninsula booths are normally "faced" toward the cross aisle. Any portion of the exhibit bordering another exhibitor's booth must have the back side of that portion finished and not carry identification sign or other copy that would detract from the adjoining exhibit.

Depth:

All display fixtures over 4'1.22m in height and placed within 10 lineal feet/3.05m of a neighboring exhibit must be confined to the area within 5'1.52m of the center line to avoid blocking the sightline from the aisle to the adjoining booth.

Intent:

Exhibitors adjoining peninsula exhibits are entitled to the same reasonable sightline from the aisle as they would expect if they were adjacent to an exhibitor with a standard booth.



STANDARD BOOTH

DEFINITION:

One or more standard units in a straight line

Depth:

All display fixtures over 4'1.22m in height and placed within 10 lineal feet/3.05m of an adjoining exhibit must be confined to that area of the exhibitor's space which is within 5'1.52m of the backline.

Intent:

Each exhibitor is entitled to a reasonable sightline from the aisle regardless of the size of his exhibit. Exhibitors with larger space (30 lineal feet/9.14m or more) should also be able to effectively use as much of the total floor space as possible as long as they do not interfere with the rights of others. The limitation on display fixtures over 4'1.22m and within 10 lineal feet/3.05m of a neighboring exhibit is intended to accomplish both of these aims.

Height:

All booths will be confined to a maximum height of 8'2.44m.

Intent:

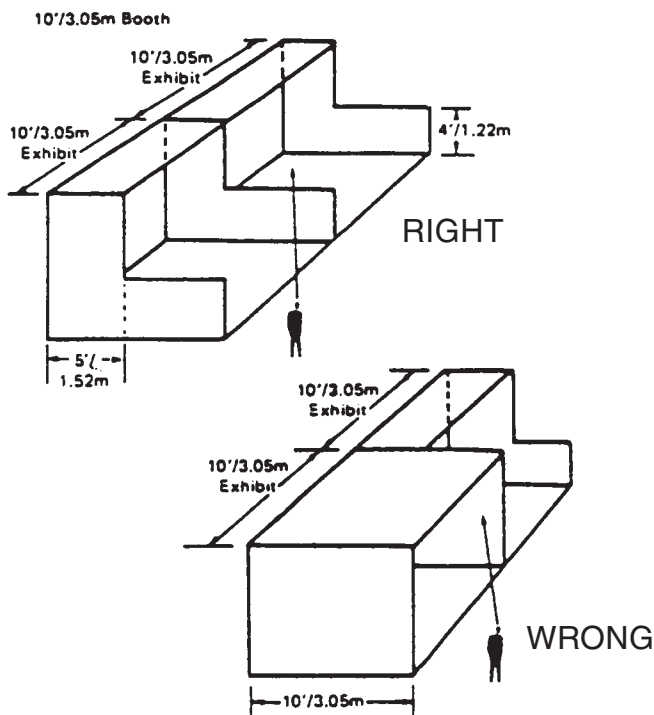
Any portion of an exhibit extending above the 8'2.44m high draped booth background will detract from the overall impact of the exhibit directly behind that booth regardless of how the rear of the offending exhibit is finished.

Canopies:

Exhibitors using canopies or false ceilings over their exhibit may use vertical supports up to 3'7.62cm in width in the corner of their space. Vertical supports which are strictly decorative will not be permitted if the manner in which they are used is not in keeping with the intent of the section on depth.

Intent:

To provide reasonable sightline from aisle to the neighboring exhibit, as described in the depth section.



ISLAND BOOTH

DEFINITION:

Blocks of space with aisles on all four sides.

Height:

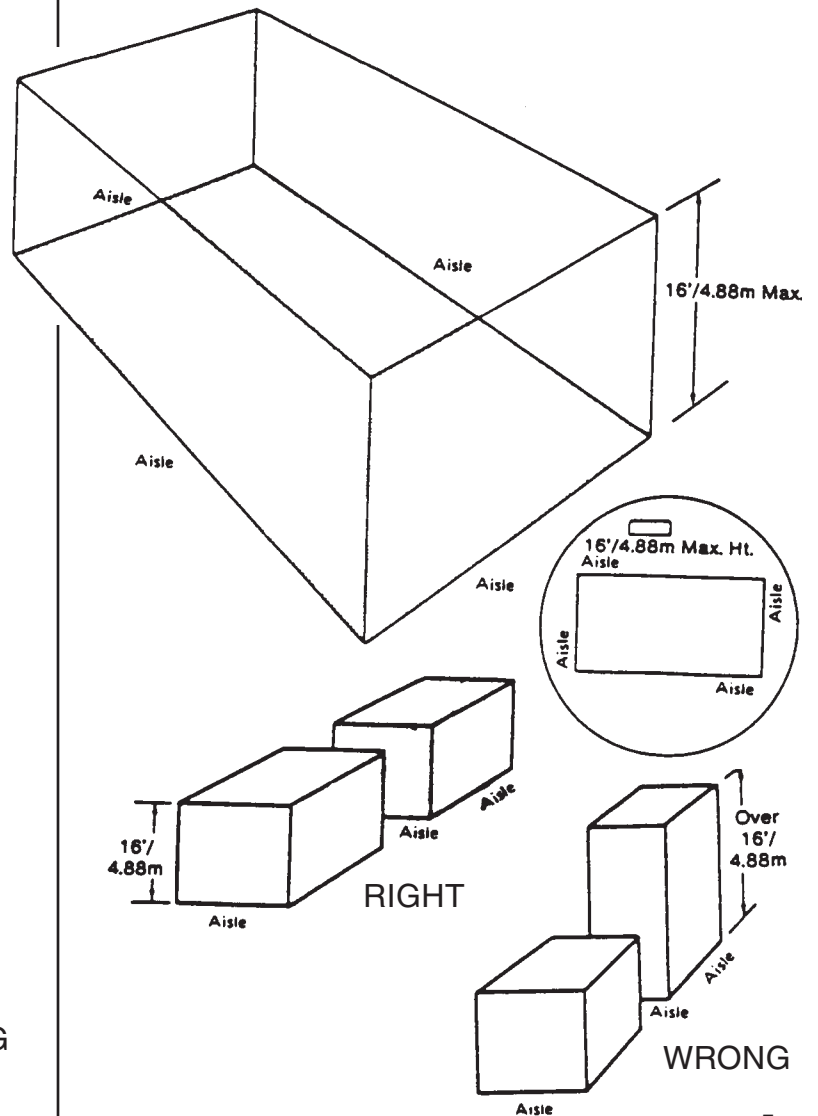
Identification signs, canopies, and two-story exhibits will be permitted to a maximum height of 16'4.88m provided written approval is received from Show Management at least 60 days prior to the Show.

Depth:

Since an island booth is automatically separated the width of an aisle from all neighboring exhibits, full use of the floor space is permitted.

Intent:

When an island booth exceeds 8'2.44m, it does not interfere with other exhibitors because it obviously does not back up against another exhibitor's backwall. The extra height is often required in an island booth exhibit to permit the open walkthrough approach normally used in this type of location. The 16'4.88m maximum height limitation has been set to avoid undue competition between exhibitors to see who can go the highest or be seen the farthest with each negating the other's efforts. Also, the 16'4.88m high exhibit will fit into almost any exhibit hall, thus permitting each exhibitor to get maximum use of his exhibit.



PERIMETER WALL BOOTH

DEFINITION:

Standard booth located on the outer perimeter wall of the floor plan.

Height:

Exhibit materials up to 12'³/₁₆ (3.66m) in height will be permitted in perimeter wall booths.

Intent:

Since the outer perimeter booths are not backed up against another exhibitor's booth, display backwalls and materials over 8'¹/₂ (2.44m) will not interfere with or distract from any other exhibit booths.

Depth:

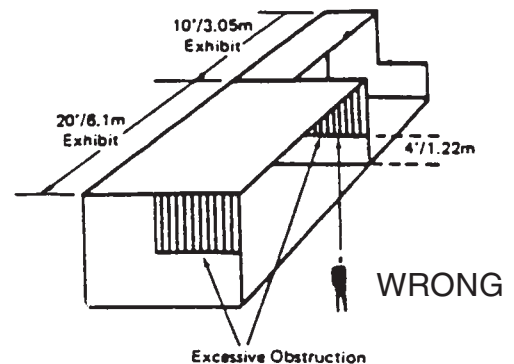
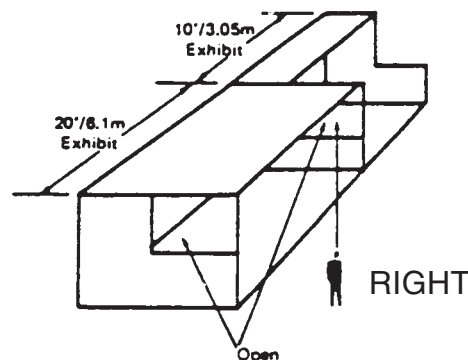
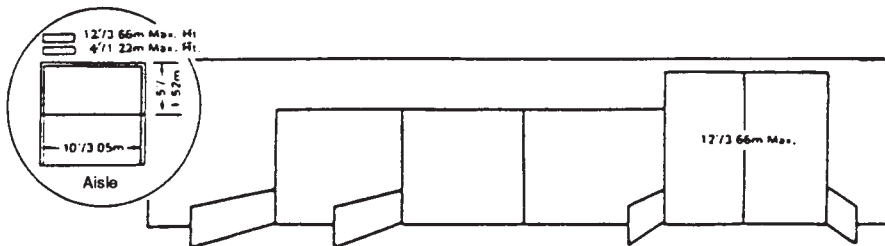
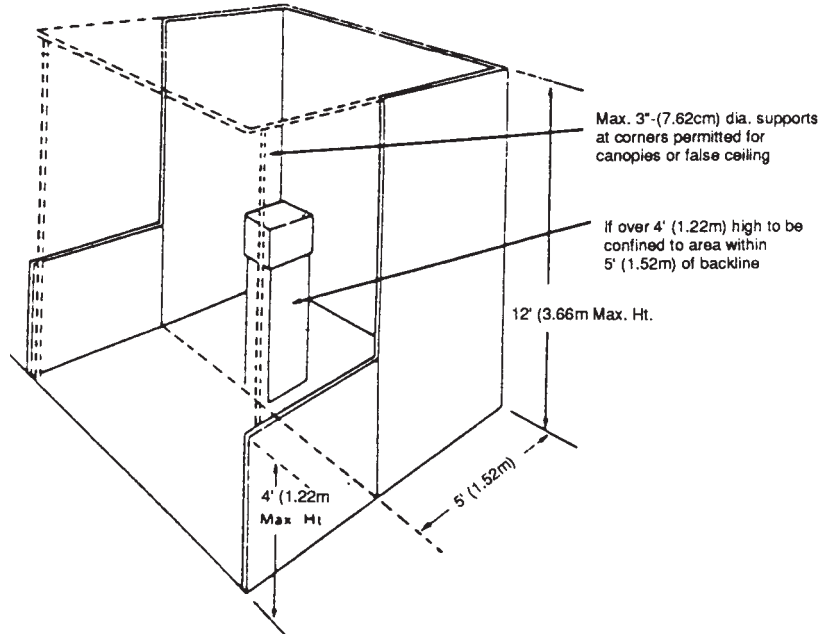
All display fixtures over 4'¹/₁₆ (1.22m) in height and placed within 10 lineal feet (3.05m) of an adjoining exhibit must be confined to that area of the exhibitor's space which is within 5'¹/₁₆ (1.52m) of the backline.

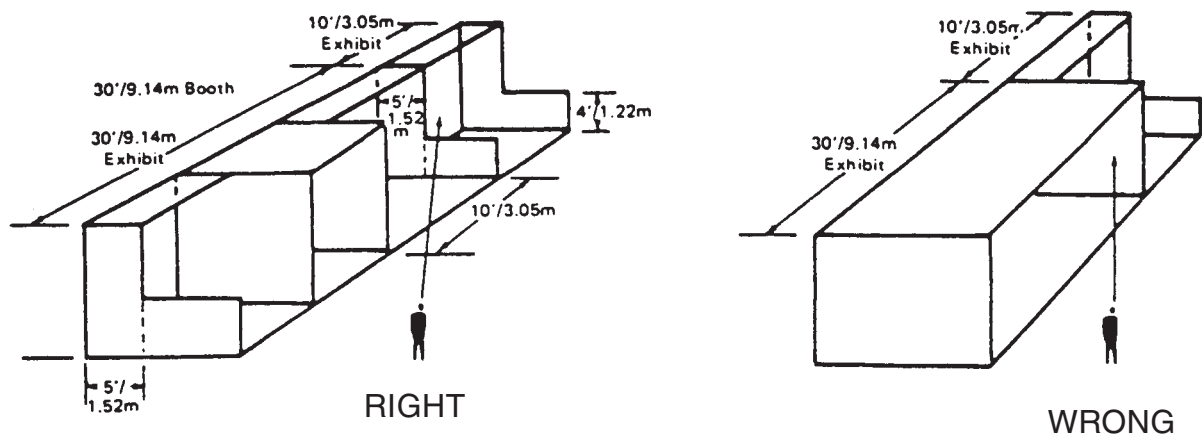
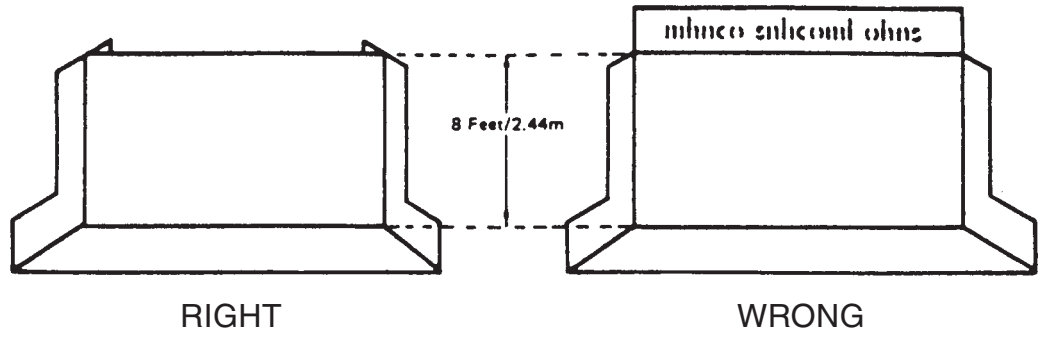
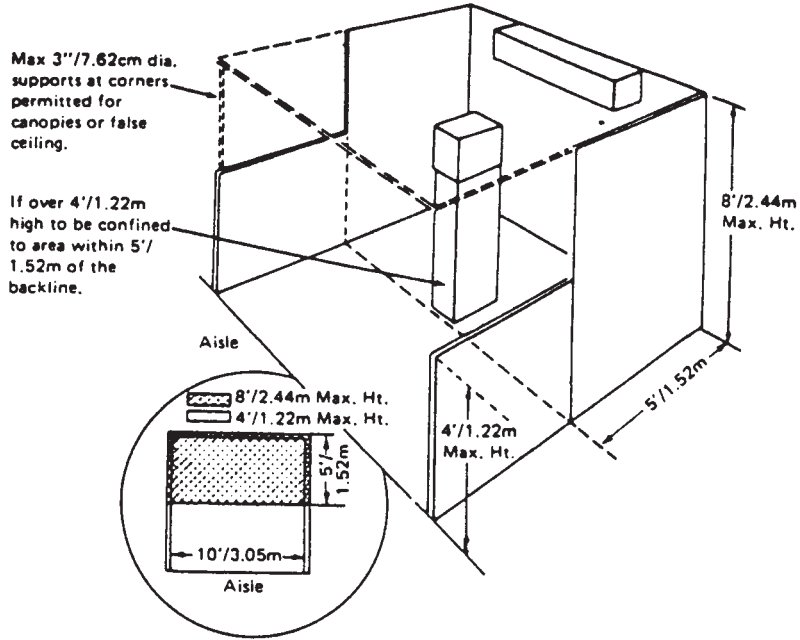
Intent:

Each exhibitor is entitled to a reasonable sightline from the aisle regardless of the size of his exhibit. Exhibitors with larger space (30 lineal feet/9.14m or more) should also be able to effectively use as much of the total floor space as possible as long as they do not interfere with the rights of others. The limitation on display fixtures over 4'¹/₁₆ (1.22m) and within 10 lineal feet (3.05m) of a neighboring exhibit is intended to accomplish both of these aims.

NOTE:

Exhibitors considering a perimeter wall booth in order to take advantage of the extra height permitted should design their exhibit so that it can be used at both the 8'¹/₂ (2.44m) height and the 12'³/₁₆ (3.66m) height so that it can be used in all future shows even if a perimeter wall space is not available.





ENDCAP BOOTHS

Definition: An Endcap Booth consists of any number of adjacent booths surrounded by aisles on three sides and configured so that the backwall of the Endcap Booth adjoins the sidewall(s) of one or more adjacent exhibits.

Height: Endcap booths may have a maximum height of 8'/2.44m, except for that portion of the backwall that comes within 5'/3.90m of the two side aisles which may not exceed a maximum height of 4'/1.22m.

Intent: To allow exhibitors in adjoining spaces the same reasonable sightline from the aisles as would be available if their space were adjacent to a standard booth.

The accompanying diagrams depict an endcap booth and show the maximum acceptable heights for the rear wall.

