



**July 24 - 26, 2012**

**Exhibit Space Application & Contract**

Today's Date\_\_\_\_\_

Manufacturer Name\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_\_ Zip\_\_\_\_\_ Country\_\_\_\_\_

Phone\_\_\_\_\_ Email\_\_\_\_\_ Website\_\_\_\_\_

Authorized Contact\_\_\_\_\_

**Signature Required**\_\_\_\_\_

**THIS EVENT WILL TAKE PLACE RAIN OR SHINE.** We understand that this application becomes a binding contract when accepted by Lifeboat Events on behalf of DealerCamp 2012 and applicant shall abide by all of the terms and conditions published on page 3 of this application. In addition, by signing this form, applicant, its employees and affiliates agree to receive communications from Lifeboat Events and its DealerCamp partners.

**Calculations:**

- ◆ Total gross amount of chosen tier from the 2012 Sales Program: \$\_\_\_\_\_
- ◆ Less total of applicable discounts from the 2012 Sales Program: \$\_\_\_\_\_
- ◆ Total net amount due: \$\_\_\_\_\_

**Payment, please select:**

- ◆ A full payment of \$\_\_\_\_\_ is enclosed. This is a refundable payment good until January 1<sup>st</sup>, 2012. The manufacturer is liable for 100% of the total participation costs for cancellations after this date.
- ◆ A minimum 50% payment of \$\_\_\_\_\_ is due with this contract. This is a refundable deposit good until January 1<sup>st</sup>, 2012. The manufacturer is liable for 100% of the total participation costs for cancellations after this date.

The remaining 50% balance is due on or before May 1<sup>st</sup>, 2012

**Checks:** Please make payable to **LIFEBOAT EVENTS** and submit to:  
**LIFEBOAT EVENTS, 27971 Loretha Lane, Laguna Niguel, CA 92677**  
**Credit Cards: (VISA or MASTERCARD - ONLY)**

Name as it appears on card\_\_\_\_\_

Card Number\_\_\_\_\_

Expiration Date\_\_\_\_\_Security Code\_\_\_\_\_

Credit Card Holder's Billing Address\_\_\_\_\_

City\_\_\_\_\_State\_\_\_\_\_Zip\_\_\_\_\_Country\_\_\_\_\_

Amount authorizing \$\_\_\_\_\_

**Authorized Signature**\_\_\_\_\_

**Please complete and mail OR email this entire contract, to include pages 1 - 3.** Details will not be confirmed until completed contract is received in office and payment is processed. Upon accepting this contract and submitting payment, you will be sent a confirmation letter along with any additional instructions that may be necessary. Please note that the receipt of this signed and completed Contract by Lifeboat Events, LLC / DealerCamp 2012 is required in order to participate. This document constitutes a contract when signed by both manufacturer and a Lifeboat Events representative.

**Contract Acceptance:** This contract shall become binding and effective only when it has been signed on the facing page by the Manufacturer/Supplier and counter-signed on the facing page by a duly authorized representative of Lifeboat Events.

**Non-Compete:** DealerCamp™ is a registered trademark of Lifeboat Events LLC. Considerable time and equity has been invested to insure the best retailers are in attendance. In recognition of this investment, all participants agree to not hold a similar bike trade event within 500 miles and/or within three (3) days of the start or finish of DealerCamp without written permission from Lifeboat Events for the event periods of 2012 and 2013.

**Cancellation by Lifeboat Events:** If Manufacturer fails to make the final payment required by this contract as outlined, Lifeboat Events may terminate this contract (and Manufacturer's participation in DealerCamp) without further notice and without obligation to refund any monies previously paid. Lifeboat Events reserves the right to refuse Manufacturer's permission to move in and set up if Manufacturer is in arrears of any payment due to Lifeboat Events. Lifeboat Events is expressly authorized (but under no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Manufacturer from any liability hereunder.

**Cancellation of DealerCamp:** In the unlikely event Lifeboat Events cancels DealerCamp due to circumstances beyond the reasonable control of Lifeboat Events (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Deer Valley Resort), Lifeboat Events shall refund to Manufacturer participation payment previously paid, minus a share of costs and expenses incurred by Lifeboat Events, in full satisfaction of all liabilities of Lifeboat Events to Manufacturer. Lifeboat Events reserves the right to cancel, rename or relocate DealerCamp or change DealerCamp dates. If Lifeboat Events changes the name of DealerCamp, relocates DealerCamp to another Resort, or changes DealerCamp dates to dates that are not more than 14 days earlier or 14 days later, no refund will be due to Manufacturer, but Lifeboat Events shall assign to Manufacturer, in lieu of the original space, other space as Lifeboat Events deems appropriate and Manufacturer agrees to use that space under the terms of this contract.

**No Show Policy:** If Manufacturer, through circumstances beyond its control, is delayed in arrival or set-up, Manufacturer must notify the DealerCamp Director at the Lifeboat Events office. Non-notification could result in resale of space, and no refunds will be made.

**Limitation of Liability:** Under no circumstances shall Lifeboat Events or the Deer Valley Resort be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Lifeboat Events' maximum liability under any circumstances exceed the amount actually paid to Lifeboat Events by Manufacturer for participation pursuant to this contract. Neither Lifeboat Events, nor the owners of the Deer Valley Resort, shall assume any responsibility for Manufacturer's personal or other property. As a condition of exhibiting at DealerCamp, Manufacturer shall insure its property against damage, loss and theft.

**Indemnification:** Manufacturer shall indemnify, defend (with legal counsel satisfactory to Lifeboat Events), and hold Lifeboat Events and the Deer Valley Resort harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) Manufacturers' participation or presence at DealerCamp; (b) Any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other propriety right; (c) Any libel, slander, defamation or similar claims resulting from the actions of Manufacturer; (d) Harm or injury (including death) to Manufacturer; (e) Loss of or damage to property or the business or profits of Manufacturer, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise; and/or (f) Lack of media coverage from attending editors' post-DealerCamp.

Lifeboat Events may refuse to permit Manufacturer to display any items that Lifeboat Events reasonably believes infringe on the rights of other parties. If Manufacturer refuses to remove any of those items from display, in addition to any other remedies available, Lifeboat Events may terminate this Agreement immediately and evict Manufacturer from DealerCamp without any liability to Manufacturer or any other party.

**MANUFACTURER REPRESENTATIVE SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_