



July 25 - 27, 2013

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 2013 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 2013 Sales Program: \$_____
- ◆ Less total of applicable discounts from the 2013 Sales Program: \$_____
- ◆ Total net amount due for DealerCamp 2013: \$_____

Payment, please select:

- ◆ Full payment of \$_____ is enclosed. The applicant may obtain a refund of this payment if it delivers written notice of cancellation to Lifeboat Events on or before January 1, 2013. If notice of cancellation is not received by Lifeboat Events on or before January 1, 2013, the full amount of the payment shall be non-refundable and may be retained by Lifeboat Events even if the applicant does not participate in the event.
- ◆ The minimum 50% payment of \$_____. The applicant may obtain a refund of this payment if it delivers written notice of cancellation to Lifeboat Events on or before January 1st, 2013. If notice of cancellation is not received by Lifeboat Events on or before January 1, 2013, the full amount of the payment shall be non-refundable and may be retained by Lifeboat Events even if the applicant does not participate in the event. The remaining balance is due on or before May 1, 2013. The applicant shall not be entitled to participate in the event unless the balance is received on or before this date. In the event of applicant's default, Lifeboat Events shall be entitled to retain the 50% deposit.

Please make checks payable to **LIFEBOAT EVENTS LLC** and send to:
LIFEBOAT EVENTS LLC, 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 2013 is required in order to participate. .

Contract Acceptance: This contract shall become binding and effective only when it has been signed by the Manufacturer/Supplier, the Manufacturer/Supplier has paid the full amount of the required deposit in good funds and the agreement has been counter-signed 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) weeks of the start or finish of DealerCamp 2013 without written permission from Lifeboat Events.

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 require the Manufacturer to leave the event or 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 2013 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 connection with the event, 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 promptly notify the DealerCamp Director at the Lifeboat Events office. In the event of non-notification Lifeboat Events reserves the right to resell the space allotted to the Manufacturer. Manufacturer acknowledges and agrees that no payment refunds will be made in such event.

Assignment: This agreement is personal to the Manufacturer and may not be assigned by it. Lifeboat Events may assign this agreement and its rights and obligations hereunder without the prior consent of Manufacturer.

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. Lifeboat Events' total liability to Manufacturer and owners, officers, directors, employees, agents and representatives shall be limited to amounts paid by the Manufacturer to Lifeboat Events in connection with DealerCamp 2013. 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 and shall provide Lifeboat Events with evidence of such coverage promptly on request.

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) the present or participation of Manufacturer (which term shall include the owners, officers, directors, managers, employees, agents and representatives of Manufacturer for purposes of this indemnification provision) 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 proprietary right raised in connection with Manufacturer's participation in DealerCamp or otherwise; (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 or are otherwise inappropriate or not in keeping with the high standards of the event. 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 expel Manufacturer from DealerCamp without any liability to Manufacturer or any other party.

MANUFACTURER REPRESENTATIVE SIGNATURE: _____ **DATE:** _____

ACCEPTED BY LIFEBOAT EVENTS: _____ **DATE:** _____