

EXHIBITOR AGREEMENT TERMS AND CONDITIONS

Full refund only applies with date change or event cancellation. MOTOAMERICA requires a 30-DAY WRITTEN CANCELLATION LETTER on EXHIBITOR space. Worker passes and space assignments will be distributed onsite when you check in with Exhibitor Services.

****PLEASE NOTE**YOU MUST HAVE YOUR CERTIFICATE OF INSURANCE (COI) TURNED IN BEFORE YOU CAN MOVE INTO YOUR VENDOR SPACE. INSURANCE INFORMATION BELOW.**

EXHIBITOR FEES (IF APPLICABLE): A \$300 non-refundable deposit is a part of the space fee with this AGREEMENT. Final EXHIBITOR fees are due and payable not later than 30 days prior to first EVENT Day. We accept all major credit cards. Checks WILL NOT be accepted during the week of the event. Please make checks payable to:

KRAVE Group, LLC dba MOTOAMERICA
Attn: Exhibitor
18004 Sky Park Circle, Ste 110
Irvine, CA 92614

Fees not paid to by the dates required under this AGREEMENT will be subject to interest at the rate equal to the lower of 12% per annum, compounded monthly or the maximum rate allowed by applicable law.

EVENT AREA Amount of space marked on this AGREEMENT will be provided. Any EXHIBITOR exceeding the amount marked shall have its rental space charge increased accordingly or its space revoked and there will be NO REFUNDS ISSUED. NO person is permitted to stand/sit on top of its trailer. NO solicitation outside of the space rented.

PASSES & PARKING Maximum of four (4) EXHIBITOR passes (general admission) and one (1) EXHIBITOR parking passes provided. Additional passes must be purchased prior to the event weekend. NO vehicles other than those used as part of the display will be allowed to park in designated display area.

EXHIBITOR will not resell any tickets provided under this Agreement without the prior written consent of MOTOAMERICA in its sole discretion.

EXHIBITOR SPECIFICATIONS & REQUIREMENTS

ASSIGNMENT & LOCATION: Assignments and space location shall be at the sole discretion of MOTOAMERICA and is subject to change prior to time of set-up. An assignment to a particular space in the past does not guarantee the same assignment in the future. EXHIBITOR location will be based in part on receipt of contract, space size, full payment, resale permit number and certificate of insurance.

EQUIPMENT & PERSONNEL DISPLAY EQUIPMENT: EXHIBITOR is responsible for all costs associated with the set-up, maintenance, and removal of all signage, furniture, equipment (with the exception of any tent provided by MOTOAMERICA), improvements, activities and operations within its space. EXHIBITOR shall leave its back and sidewalls intact.

DAMAGE: EXHIBITOR shall not damage the display space or MOTOAMERICA facilities. EXHIBITOR shall reimburse to MOTOAMERICA all costs related to the damages, which reimbursement shall be in addition to any other amounts owed by EXHIBITOR. MOTOAMERICA may expel EXHIBITOR from the premises and exclude EXHIBITOR from future events.

AUTOMOBILE(S) / MOTORCYCLE(S) ON DISPLAY: Please adhere to the following guidelines:

Batteries: Batteries shall be disconnected in an approved manner.

Fueling: Vehicles or equipment shall not be fueled or defueled within the display area.

Quantity Limit: Fuel in the tank shall not exceed one quarter of the tank capacity or 5 gallons, whichever is less.

Inspection: Fuel system shall be inspected for leaks within days prior to the Event.

Closure: Fuel-tank openings shall be locked and sealed to prevent the escape of vapors.

Location: The locations of the vehicles or equipment shall not obstruct, or block means of egress.

Violation: If in violation of any of the above, a \$1,000 fine per violation will be issued to EXHIBITOR.

POWER All electrical needs are the sole responsibility of the EXHIBITOR, including generators, power strips and extension cords. MOTOAMERICA does not provide nor rent generators, power strips and extension cords. MOTOAMERICA is not responsible for electrical outages beyond our control.

NETWORK SERVICE Each TRACK has Wi-Fi but it will be slow due to spectator usage. We recommend bringing a HOTSPOT.

INFRINGEMENTS CANNOT sell, display or give away any of the following: stickers, gasoline/racing fuel, food and/or beverages of any kind, nor any projectile objects or any items containing name and/or logo of the event, sanctioning

body, EVENT NAME, EVENT DATES, TRACK or the words "MOTOAMERICA" and/or MOTOAMERICA. All merchandise must be licensed. EXHIBITOR represents and warrants that it has the right and has obtained all approvals necessary to use the corporate name, trade names, trademarks, service marks, logos and other proprietary symbols of third parties ("MARKS"), and upon request, EXHIBITOR shall provide in a form satisfactory to sanctioning body(ies) and/or MOTOAMERICA, written evidence of such rights and approvals. If MOTOAMERICA is not satisfied by the evidence produced or in the event that EXHIBITOR fails to produce such evidence, sanctioning body and/or MOTOAMERICA will require that the relevant Marks be removed immediately. EXHIBITOR products and displays shall not be offensive or inappropriate, and sanctioning body(ies), artist and/or MOTOAMERICA shall have the right to require removal of any items it deems as such in its sole discretion.

RESTRICTIONS

NOISE: Cannot create or emit any unduly loud or unreasonable noise in demonstrating product(s)/service(s).

CAMPING: NO overnight camping will be allowed within exhibitor and display areas.

GIVEAWAYS: The following guidelines for giveaways will be strictly enforced. NO giving away or handing out any t-shirt(s), hat(s), gasoline/racing fuel, food and/or beverage of any kind or any projectile objects. Violations will result in confiscation of product(s), expulsion from the park, exclusion from future events and forfeiture of all fees paid. ALL giveaway items must be approved by MOTOAMERICA management prior to EVENT DATES.

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STICKERS are allowed with prior written approval by MOTOAMERICA management, but should any stickers be found on any TRACK assets EXHIBITOR will be charged \$25 per sticker removal.

CONDITION: Upon move-out the display area shall be returned broom clean in substantially the same condition as prior to the Event.

ASSIGN, SUBLET OR SHARE: NO assigning, subletting, sharing or allocating the whole or any part of the rented space. Any violation may result in expulsion from the facility, exclusion from future events and forfeiture of all fees paid.

INSURANCE: EXHIBITOR is responsible for providing proof of insurance based on MOTOAMERICA set requirements. Please contact MOTOAMERICA for list of any specific noncomplying requests. If EXHIBITOR does not have insurance or cannot provide Insurance within 10 days of the EVENT MOTOAMERICA will not allow EXHIBITOR on site until insurance is provided.

COMPLIANCE WITH LAW Must comply with all applicable laws. Responsible for obtaining a valid Resale/Sellers Permit issued by the State. For additional information, you may visit <http://www.sellerpermit.com/ShowPermit/SellersPermit.aspx>

CONFIDENTIALITY: EXHIBITOR agrees that this Agreement and the terms and conditions of this Agreement are confidential and contain proprietary commercial and financial information of MOTOAMERICA and the EXHIBITOR. Except as required by applicable law, and except for disclosure of the terms and conditions of this Agreement to employees, agents, advisors, and lenders of EXHIBITOR, with a need to know such terms and conditions in the ordinary course of business and who are under an obligation to maintain the confidentiality of the terms and conditions of this Agreement, EXHIBITOR will not disclose copies of this Agreement or the terms or conditions hereof without the prior written consent of the other MOTOAMERICA.

RISK OF LOSS

ASSUMPTION OF RISK: EXHIBITOR, for itself and for its guests and invitees, assumes all risk of personal injury to, or for any loss of or damage to EXHIBITOR's, its guests' and invitees' property from any cause whatsoever. Roving evening security will be provided for Marketplace area beginning the first move in day as stated in Section 4 of this agreement. EXHIBITOR is responsible for securing its display space before leaving each evening. To order designated security for EXHIBITOR SPACE(S), the price is \$20/hour with a 4- hour minimum (rates subject to change).

NO GUARANTY OF PROFIT: MOTOAMERICA makes no guarantees that EXHIBITOR will make a profit or any monies whatsoever as a result of its activities. All financial loss will be borne by EXHIBITOR and no such loss shall be the basis of refund of fees paid to MOTOAMERICA.

DISCLAIMER OF LIABILITY: Neither MOTOAMERICA nor any of ITS affiliates or any of their respective officers, partners, employees, directors, members, owners, managers or agents (collectively, the "MOTOAMERICA PARTIES"), will be liable or responsible for any loss, damage, or injury to any person or to any property of EXHIBITOR's employees, agents,

contractors, guests and invitees, resulting from any cause whatsoever, unless due to, and only to the extent of, the gross negligence or the willful misconduct of MOTOAMERICA PARTIES.

INDEMNITY: EXHIBITOR agrees to indemnify, defend, and hold harmless MOTOAMERICA its officers, directors, members, employees, agents and affiliates (and the officers, directors, shareholders, members, employees, and agents of any such Affiliates) from and against any and all losses, liabilities, damages, settlements, judgments, penalties, fines, and costs and expenses (including attorneys' fees and court costs) suffered or incurred by any one or more of them arising out of or relating to (i) any negligent act or omission of EXHIBITOR; (ii) damage to any property or injury or death to any third party; and (iii) any violation by EXHIBITOR of any laws, rules or regulations applicable to this AGREEMENT.

FORCE MAJEURE: Certain acts are beyond the control of MOTOAMERICA including strikes, lockouts or other labor disputes, civil strife, war, terrorist attack, casualty, earthquake, riot, heavy rains, wind, flood, fire, or acts of God. MOTOAMERICA shall use its commercially reasonable efforts to mitigate such effects, but no refunds shall be due.

DISPUTES RESOLUTIONS / LEGAL FEES: Any dispute between the parties related in any way to this AGREEMENT and/or the performance or nonperformance of this AGREEMENT shall be resolved confidentially by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules before an arbitrator mutually agreed upon by the parties. If unable to agree on an arbitrator, the AAA shall appoint one. The decision of the arbitrator shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover attorney fees, costs, and interest. All arbitration hearings shall be held in Austin, Texas.

In the event that EXHIBITOR does not conform to the terms of this AGREEMENT, MOTOAMERICA shall have the right to remove EXHIBITOR from the facility. All costs associated with removal will be borne by EXHIBITOR. No refunds will be issued if EXHIBITOR is removed.

NOTWITHSTANDING THE PROVISIONS OF ANY PURCHASE ORDER, AGREEMENT, INVOICE OR REQUISITION THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTROL.

The undersigned warrants on behalf of EXHIBITOR that he/she has read, understands, and has received a copy of this AGREEMENT, will abide by the terms and conditions hereof and has the authority to execute this AGREEMENT on behalf of EXHIBITOR.