

Official Terms and Conditions IMTA Truck Show at Iowa Speedway

The following terms and conditions are incorporated into the contract for exhibit space:

We agree that the Iowa Motor Truck Association (IMTA) is responsible for all aspects of this Truck Show and shall have full power in the interpretation and enforcement of the requirements outlined in this contract. Any and all matters not covered by the foregoing shall be subject to the final judgement of Iowa Motor Truck Association. It is understood that by submitting this application/contract for exhibit space, I agree to abide by the Official Terms and Conditions appearing in this agreement.

SHOW HOURS

Friday, July 10, 2009 - 9:00 AM - 10:00 PM

Saturday, July 11, 2009 - 7:00 AM - 10:00 PM

IOWA SPEEDWAY RACES

Friday, July 10, 2009 - 8:30 PM - Star Mazda Championship Series Race

Saturday, July 11, 2009 - 6:00 PM - IMTA 50, ARCA Lincoln Welders Truck Series Race

Saturday, July 11, 2009 - 8:00 PM - Prairie Meadows 200, ARCA Remax Series Race

SHOW INFORMATION

The IMTA Truck Show is being held in conjunction with a race weekend at the Iowa Speedway. Our exhibit area will be outside, near the main entrance of the Iowa Speedway. Because of the location of our exhibit area, everyone attending the race could potentially walk through our exhibit area. Our exhibit area will be open for IMTA members as well as the general public. Because of the nature of our space, our exhibit area will remain open at all times, but a minimal amount of traffic is expected in the area during the three races scheduled for that weekend. Exhibits will not need to be manned during the race times. IMTA will provide security in the exhibit area during the races so that exhibitors will be able to go and enjoy the races as well.

Show Registration - IMTA members and prospective members will be invited to attend the IMTA Truck Show. IMTA will be offering educational sessions on both Friday and Saturday. IMTA members, prospective members and customers will be asked to register for a minimal fee which will also provide those individuals with tickets into the respective races. Through this registration process, we will also be able to identify the attendees that are specific to the trucking industry and the association. These registrants will also have a special nametag identifying their status. There will be pre-registration as well as on-site registration services available. All registrations will be picked up at the exhibit area in the IMTA main tent.

Registration Fees -

1 day - \$10 includes access to educational sessions and race tickets specific to the day of attendance

2 day - \$15 includes access to all educational sessions and race tickets for all three races

Official Terms and Conditions for Iowa Truck Show

1. **Allotment of Space:** We hereby contract for the exhibit space listed on the reverse side of this agreement. The purpose of our exhibit is to display and demonstrate equipment or services at the IMTA Truck Show, scheduled for July 10 & 11, 2009.

We agree that we will only display and demonstrate products and services directly related to and utilized by the trucking industry and/or towing industry.

We accept the floor plan submitted by IMTA and understand that we may be relocated or the floor plan may be modified if it is in the best interest of the show, or if it is required by any agency regulating the exhibit facility.

Any space allotted and not occupied for the purpose set forth in this agreement by 7:00 AM, July 10, 2009 shall revert to IMTA to be resold and occupied in any manner and for such purposes as IMTA may choose. All money paid to IMTA by the exhibitor shall be retained as liquidated damages and this contract shall be null and void.

2. **Payment/Refund/Cancellation Policy:** The exhibitor shall pay for exhibit space in full accompanied by a signed contract. Only upon receipt of payment and a signed contract shall the space be reserved. All space will be assigned on a first-come, first-serve basis.

Should the exhibitor be unable to use the exhibit space contracted and paid for, the exhibitor must notify Iowa Motor Truck Association 30 days prior to the opening of the exhibit area (June 10, 2009) and all sums paid by the exhibitor, less \$150, will be refunded. No refund will be made if notice of the cancellation is received less than 30 days prior to the opening of the show.

In the event that the show is cancelled for any reason or contingency, IMTA shall not be held liable for any expense incurred and they shall determine the amount of the exhibit fee to be refunded. This show will be held outside and in an area near the main entrance of the Iowa Speedway in Newton. IMTA is not responsible for any hardship associated with inclement weather that may occur. The show will be held rain or shine. Exhibitors will not receive the wide range of support services and exhibitor packet until the exhibit payment is received.

3. **Demonstrations:** We agree that all demonstrations, displays and distribution of promotional materials will be confined to the limits of our booth and that no personnel will be permitted to canvass or solicit business in any other area of the exhibit.

4. **Eligibility of Exhibits:** Iowa Motor Truck Association and the show committee has and shall retain the right to determine the eligibility of any potential exhibitor for inclusion in the show and may reject any exhibit not deemed to be in line with or appropriate to the purpose of the show.

5. **Installation & Dismantling of Exhibits:** Installation may start at 8:00 AM on Thursday, July 9 and must be completed by no later than 8:00 AM on Friday, July 10. Dismantling will not begin before 6:00 AM on Sunday, July 12 and must be completed by 3:00 PM on Sunday, July 12. We further agree that we will leave our allotted space free of debris. We also understand that it is the responsibility, at our sole cost, to install and put in place our

exhibit before the opening of the show and dismantle and remove it immediately after the closing as set forth above. We agree that any deviation must be cleared in advance with IMTA and the show committee. We agree not to dismantle or vacate our booth before 6:00 AM on Sunday, July 12.

6. **Arrangement of Exhibits:** We accept the basic booth layout as outlined in the show plan provided and produced by management of the show. We agree that all displays and furnishings will be at our expense. For inside static displays (exhibit tent) a back wall and side drapes will be provided as well as 1 table and 2 chairs. For outside static displays 1 table and 2 chairs will also be provided. We further agree to not erect signs, partitions or to display products in such a way as to cause injury or disadvantageously affect the display or view of other exhibits. We understand that IMTA is working with a professional decorator to create a layout that will compliment the space provided by the show and create an appealing and attractive display that will benefit exhibitors as well as attendees. Plans for any questionable exhibits should be submitted within three weeks of issuance of contract. If plans are not submitted, IMTA reserves the right to refuse the exhibit if it does not meet the exhibit guidelines.

RULES & REGULATIONS

1. **Fire & Government Regulations:** We accept that our exhibit, its material and installation must meet the requirements of the Jasper County Fire Department. We also agree to comply with all local, state and federal laws.
2. **Product Sales:** On-site sales will be permitted.
3. **Product Eligibility:** All materials including bumper stickers, greeting cards, phone cards, t-shirts, posters, etc. which contains profane language, nudity, obscene images or illegal drug related images will not be permitted in the IMTA Truck Show.
4. **Live Show, Sound, Music:** Exhibitors incorporating movies, live shows or sound systems into their display must notify Iowa Motor Truck Association by July 1, 2009. Sound levels must be low enough not to disturb other exhibitors or guests. IMTA reserves the right to cancel or regulate any such additions.
5. **Noisy or Obnoxious Equipment:** We agree that any equipment, apparatus or giveaways producing noise, vibration, odor or light that could be detrimental to neighboring exhibitors or guests is strictly prohibited.
6. **Literature:** Any distribution of literature or sample shall be restricted to materials directly related to the services or equipment exhibited and distribution can only be made directly from the exhibitor's assigned exhibit area.
7. **Food & Beverage:** Iowa Motor Truck Association must approve any food and/or beverages distributed out of an exhibitor's booth. All food and beverages must be ordered directly from the Iowa Speedway Offices.
8. **Copyrighted Music:** We agree to obtain any licenses necessary for any music performed or played in our booth.
9. **Official Decorator Services:** Event Decorators of Iowa is the official decorator of the IMTA Truck Show at the Iowa Speedway. Upon receiving a signed contract and payment for the space, exhibitors will receive an exhibitor's packet and will have the opportunity to order from a large selection of other booth accessories including electricity which will be required to order in advance. No requests for electricity will be honored on site during set up and day of event. Exhibitors are encouraged to secure their booth accessories prior to the show because there will be limited access to extra booth accessories during the show.

LIABILITY

1. **Limitation of Liability:** Iowa Motor Truck Association undertakes no duty to exercise care, nor assumes any responsibility for the protection and safety of the exhibitor, his officials, agents, or employees, or the protection of the property of the exhibitor or his representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safe keeping by the exhibitor. Any protection exercised, in fact, by Iowa Motor Truck Association shall be deemed purely gratuitous on its part and shall in no way be construed to involve it in liability of the exhibitor.

The exhibitor agrees to further indemnify and hold Iowa Motor Truck Association harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the exhibitor or any of his representatives or from the property of the exhibitor.

Iowa Motor Truck Association shall not be liable for the fulfillment of this a public enemy; strikes; the authority of the law; or any cause beyond control. The Association will, however, in the event it is not able to hold an exhibit for any of the above - named causes, reimburse exhibitors pro-rated on any rental fee paid, less any and all legitimate expenses incurred by Iowa Motor Truck Association for advertising, administration, etc.

2. **Insurance:** We understand that insurance on our exhibit is entirely at the exhibitor's expense.

3. **Security:** Security will be provided by the Iowa Speedway throughout the duration of the show. Iowa Motor Truck Association and the Iowa Speedway do not assume responsibility for the loss and/or damage by fire, theft or any cause of the exhibitor's property. IMTA staff will be present and in charge during exhibition hours.

4. **Protection of the Iowa Speedway:** We agree that we shall compensate the Iowa Speedway for any expense resulting from either injury or damage to the physical property of the Iowa Speedway caused by any rigger, hauler or contractor engaged for the purpose of moving our display either into, within, or out of the exhibit area. We agree also that nothing in our display will be damaging to the Iowa Speedway property. If there are any damages, compensation will be required from the exhibitor and all arrangements to settle the dispute will be between the exhibitor and the Iowa Speedway directly.

This agreement may be rescinded at any time without cause at the discretion of the Iowa Motor Truck Association upon repayment of any fees advanced, less any expenses which may have been incurred by the association.

In order to process your exhibit contract, you must provide your initials on the line below which signifies that you have read this information and agree to adhere to the rules and regulations as provided here.

Initial Here _____