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Tech Space Rental Contract—2009 24 Hours of Moab

This is an agreement between Granny Gear Productions, Inc. (GGP) and _____ for the purchase of Tech space at the 24 Hours of Moab, October 10 & 11, 2009. Please complete the contract below, read the terms and conditions, sign and return both pages of this contract with your full payment to GGP.

GGP will provide outdoor Tech space (space only, tent is not included) at the size specified below by purchaser. Cost for space is \$500 for the first 10' x 10' square, and \$0.90 per square foot for any additional space. Chairs, tables, and electrical sources are available at additional cost. Please fill out the following form *completely* to let us know what you need.

I agree to purchase Tech space at the 24 Hours of Moab at \$500 for the first 10' x 10' = \$ 500.00

In addition to the first 10' x 10', I also need _____ more square feet, at \$0.90/sq ft = \$ _____

Total dimensions of my Tech space will be: _____ feet deep (max 20') and _____ feet wide.

I need _____ 10 x 10 tent(s) (\$250 each). Total cost of 10 x 10 tent(s) = \$ _____

I need _____ extra chairs (\$8 each). Total cost of extra chairs = \$ _____

I need _____ extra tables (\$20 each). Total cost for extra tables = \$ _____

I need _____ 20 AMP circuit(s) (\$100 for each circuit). Total cost of 20 Amp circuit(s) = \$ _____

Total payment due = \$ _____

Full payment is required with your contract. Make checks payable to Granny Gear Productions, Inc. or provide credit card information below. (check one) Visa Master Card Discover Card Check enclosed

Name of Company _____ Name of Applicant _____

Description of Company and/or Product _____

Website _____

Social Security # or Federal Employer ID # (Retail Vendors only) _____

Billing Address _____

City _____ State _____ Zip _____ Email _____

Phone _____ Cell _____ Fax _____

Credit Card # _____ Expiration Date _____

Name on card (*print*) _____ Signature _____

All vendors *must* provide GGP with proof of insurance that lists Granny Gear Productions, Inc. as additionally insured. This certificate must be received no later than October 1, 2009. If you don't have general liability insurance or event insurance, please contact GGP before submitting this contract.

24 Hours of Moab Tech Area Terms and Conditions

1. Payment/Cancellation Policy:

Payment in full must accompany this contract. Make checks payable to Granny Gear Productions, Inc. All cancellation requests must be made in writing. Exhibitors canceling before September 10, 2009 forfeit 50% of their Tech space rental fee. NO REFUNDS will be issued AFTER September 10.

2. Space Assignments:

Tech space rental fees must be received no later than October 1, 2009. Booth assignments will be made based on space requirements, products to be exhibited, the date the contract is received, and consideration of the overall best interests of the show.

3. Operation:

Exhibitors will keep exhibit open and staffed at these times: 10 a.m. - 7 p.m. Saturday, and 10 a.m. - 3 p.m. Sunday. Exhibitors may opt to open earlier

(continued)



and stay open later, and/or be open on Friday before the event, at their discretion. Set-up hours are from 8 a.m. till 9 a.m. Saturday and Sunday mornings. Vehicles must be out of the Expo area by 9 a.m. unless you have prior authorization by GGP.

4. Products and Exhibits:

No products bearing the names "24 Hours of Big Bear", "24 Hours of 9 Mile", or "24 Hours of Moab", or any other GGP trademark, name, logo, or reference to such may be sold or distributed without written permission from GGP. GGP reserves the right to restrict the sale or display of any items which it deems objectionable. This reservation includes any person, thing, conduct, printed matter, or item of a charter, which GGP considers objectionable for health or safety reasons, due to conflict with sponsor or other agreements, or for any reason GGP feels is not in the best interest of the event. Should such a restriction or removal be enforced, GGP shall not be held liable for refunding rental fees or funds for exhibition rental, except at its own discretion. The hanging of banners outside of your Tech space is prohibited.

5. Food/Beverage Products:

No food or beverage sales or sampling will be permitted at the event without obtaining prior written consent from GGP.

6. Management & Dismantling:

Should any rented Tech space remain unoccupied on the opening day or should any space be forfeited due to failure to make payment by October 1, 2009, GGP reserves the right to rent said space to any other Exhibitor or use said space in any other manner. However, this clause shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in this invoice for space rental should GGP not resell the space. Exhibitor shall be solely responsible, at its own expense, for installing and dismantling its own materials. Exhibitor shall repair any damage caused by dismantling and return the space to the same condition as received.

7. Fire, Safety, and Health Regulations:

Exhibitor agrees to comply with local, city, and state laws, ordinances, and regulations covering fire, safety, health, and other matters. All exhibit equipment and materials will be reasonably located within the space. Exhibitors shall take necessary fire precautions.

8. State Sales Tax:

Exhibitor accepts full responsibility for complying with all applicable state sales tax laws, including obtaining sellers permits if necessary and reporting of sales and payment of sales tax, where applicable, to the local tax authority. All exhibitors planning to sell items or services at the event must provide GGP with a Social Security Number or Federal Employer Identification Number, on the front of this contract, for tax-reporting purposes.

9. Subletting of Space:

Exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned, or have representatives, equipment, or materials from other firms other than his/her own in the exhibit space without prior written authorization from GGP.

10. Liability Exclusion:

GGP will take reasonable precautions to safeguard Exhibitor's property. However, GGP will not be liable for loss or damage to property from theft, fire, accident, or any other cause beyond its control. Exhibitor agrees to indemnify, protect, defend, and save and hold harmless Granny Gear Productions, Inc., its officers, directors, and employees, and the Bureau of Land Management, its officers, directors, and employees, and the Trust Lands Administration, its officers, directors, and employees, from all claims, demands, damages, and liability of whatsoever kind resulting from the negligence or willful misconduct of Exhibitor, its agents, employees, or invitees; or a breach of this contract by Exhibitor or its agents, employees, or invitees. The Exhibitor, on signing this agreement, expressly releases the aforementioned from all claims for loss, damage, or injury.

11. Insurance:

Exhibitor shall carry and maintain during the period of any event in which he/she exhibits, including any move-in and move-out days, and at his/her sole cost and expense, personal injury and property damage coverage under a policy of general public liability insurance, with limits of at least \$100,000-\$500,000 for bodily injury, and \$50,000 for property damages, or combined single limit bodily injury and property damage policy with limits of \$500,000. Proof of said insurance, listing Granny Gear Productions, Inc. as an additionally insured, must be submitted to GGP no later than October 1, 2009. Failure to submit proof of insurance may result in eviction of Exhibitor from event.

12. Inability to Perform:

If GGP should be prevented from holding the Expo area or if it cannot permit Exhibitor to occupy his/her space due to circumstances beyond its control, including, but not limited to, strike, civil disobedience, and acts of God, GGP will refund the Exhibitor the amount of rental paid, minus a proportionate share of Expo expenses, and GGP shall have no further obligation of liability to Exhibitor. If Exhibitor made no rental payment, he/she nevertheless shall be obligated to pay their share of the Expo expenses.

13. Shipments:

All arrangements for shipments required by Exhibitor for its booth shall be the sole responsibility of the Exhibitor. GGP shall not be responsible for the delivery or receipt of any shipments, without prior agreement. If such an agreement is desired, GGP will charge Exhibitor a rate of \$25/hour for labor in the handling of Exhibitor's shipments. Absolutely no skids or pallets will be accepted.

14. Rental Equipment Return:

Failure to return rental equipment in its original condition will result in the following charges: chairs @ \$25 each, tables @ \$50 each, electrical equipment @ \$100 each, 10' x 10' tents @ \$1,000 each.

Authorized Applicant Signature _____ Date _____

Name and Title (please type or print) _____