

**Austin Automobile Dealers Association
STATESMANCARS AUTO SHOW
May 14-16, 2010
Austin, Texas**

EXHIBIT SPACE REQUEST AND CONTRACT

Exhibitor's Name:

Exhibitor's Contact Person:

Exhibitor's Mailing Address:

Phone:

Fax:

Email:

Space assigned in 2009:

Space Requested for 2010: _____ @ \$4.00 per sq. ft.

Space Requested Is: more than less than same as requested last year

**THE PERSON WHOSE SIGNATURE APPEARS BELOW HAS READ,
UNDERSTANDS, AND AGREES ON BEHALF OF THE EXHIBITOR TO
ABIDE BY THE CONTRACT TERMS AND CONDITIONS BELOW AND
ON THE FOLLOWING PAGES**

Signature for Exhibitor: _____ **Date:** _____

Printed Name: _____ **Title:** _____

The Exhibitor named above, acting through the person signing above, hereby requests and agrees to pay for the amount of display space shown above, at the rate shown above, for the Auto Show identified above, in accordance with the Terms and Conditions set out on the following pages of this document.

TERMS AND CONDITIONS

1. Rental. Subject to the further terms and conditions of this Agreement, the Austin Automobile Dealers Association, hereinafter called "AADA", agrees to rent to Exhibitor, and Exhibitor agrees to occupy and pay AADA for, the exhibit space actually allocated to Exhibitor by AADA, which may be slightly more or less than the amount of space requested by Exhibitor, at the rate of \$4.00 per square foot for the AADA Statesman Cars Auto Show, hereinafter called the "Show", for the purpose of displaying Exhibitor's products, including motor vehicles and related products. Exhibitor agrees to pay the rental for the space actually allocated to Exhibitor in two equal installments, after receipt of an invoice from AADA. The first installment will be due on or before **February 1, 2010**, and the second installment will be due on or before **March 1, 2010**. Exhibitor agrees to make such payments by check delivered or mailed to AADA at 823 Congress Avenue, Suite 230, Austin, Texas 78701.

2. Term. Exhibitor's right to occupy the rented space described in Section 1 above will commence on **May 10, 2010**, and terminate on **May 17, 2010**, subject to a move-in and move-out schedule to be established by AADA for all Exhibitors, with which Exhibitor agrees to comply, and subject to timely payment of the entire rental provided above.

3. Use. Exhibitor will exhibit only Exhibitor's products, including motor vehicles and related products, approved by AADA.

4. Services Provided. In addition to the space allocated to Exhibitor, AADA will provide carpeting and carpet cleaning for the space occupied by Exhibitor and certain limited freight moving services.

5. Default. In the event Exhibitor fails to pay the rental as agreed above or breaches this Agreement in any other way, AADA shall have the right, without notice to Exhibitor and without in any way releasing Exhibitor from any liability hereunder, to rent the space allocated to Exhibitor to any other exhibitor. Exhibitor agrees to pay any deficiency, loss or damage suffered by AADA as a result of the failure of or breach by Exhibitor, including reasonable attorney's fees incurred by AADA in collecting such amount. Exhibitor further agrees AADA will have no liability for nor obligation to mitigate any expenses or damages incurred by or on behalf of Exhibitor in such event.

6. Restrictions on Other Exhibits. Exhibitor agrees that during the period from April 1, 2010 through May 17, 2010 Exhibitor will not exhibit or otherwise display vehicles in the Texas counties of Travis, Williamson or Hays other than for such displays as may regularly be made at the showrooms of authorized dealers representing vehicles manufactured, distributed or offered for sale by Exhibitor.

7. Cancellation of Show. In the event the Show is not held at the time specified herein for any reason, this contract shall be deemed cancelled and the sole obligation of AADA to Exhibitor shall be to refund any amount or amounts paid by Exhibitor to AADA, less Exhibitor's proportionate share of any actual expense incurred by AADA in preparation for the Show, and Exhibitor hereby waives any other claim against AADA or its agents or employees for damages resulting from such cancellation.

8. Incorporation of Rules. Exhibitor agrees to be bound by and comply with the Auto Show Rules ("Rules") attached hereto as Exhibit "A", which AADA shall have sole authority to interpret and enforce.

9. List of Participating Dealers. Exhibitor agrees to complete and return the List of Participating Dealers attached hereto as Exhibit "B".

10. Indemnification. Exhibitor agrees to indemnify and hold harmless AADA, its officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs and charges of any kind resulting from Exhibitor's occupancy and use of the space herein contracted for, including any personal injury, death or property damage caused by or resulting from any act or omission of the Exhibitor or its agent or employee.

11. Insurance. Exhibitor agrees to obtain and provide to AADA at least thirty (30) days prior to the time of occupancy of the space allocated to Exhibitor an insurance certificate or certificates acceptable to AADA showing that for the duration of the Show Exhibitor will have in effect public liability insurance in the minimum amount of \$1,000,000 for loss from an accident resulting in bodily injury to or death of one person, and \$100,000 for loss from an accident resulting in damage to or destruction of property, and listing as additional insured's AADA, the Austin Convention Center and the Austin American-Statesman.

12. Miscellaneous. This contract is subject to and subordinate to the terms and conditions of the Lease Agreement between AADA and the Austin Convention Center for the Show. If a court of competent jurisdiction determines that any provision contained in this contract is void, illegal or unenforceable, the other provisions shall remain in full force and effect and the provision held to be void, illegal or unenforceable shall be limited so that it shall remain in effect to the extent permissible by law. This contract is made and performable in Travis County, Texas. This contract sets forth the entire understanding of the parties hereto and may not be modified except by written instrument executed by all of the parties hereto. The terms and provisions of this contract shall be binding upon and inure to the benefit of and be enforceable by the successors, legal representatives and assigns of the parties hereto. All prior or contemporaneous oral representations or covenants between the parties are merged herein. This contract may be executed in multiple counterparts and shall be deemed to be executed when each of the parties hereto has signed one of the counterparts, even though no one of the counterparts has been signed by all of the parties hereto. An electronically scanned and transmitted copy of this contract, including any signature thereon, may be considered an original for all purposes.