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| Office Use Only | |
| Date received | _____ |
| Approval of items | _____ |
| Deposit received | _____ |
| Balance Due | _____ |
| Accepted by | _____ |
| Date accepted | _____ |

2008 Extreme Mustang Makeover Trade Show Exhibitors Contract

Company Name _____ Primary Contact _____

Product or Service to Be Exhibited

Street Address _____

City _____ State _____ Zip _____

Phone Number (_____) _____ Fax Number (_____) _____

E-mail/Internet Address _____

| Event | Location | Event Date(s) | 10X10 | 10X20 | 10X30 | Total No. of Booths | Total Price |
|---|----------------|---------------|--------------------------------|--------------------------------|--------------------------------|------------------------|-------------|
| Extreme Mustang Makeover | Fort Worth, TX | Sept. 18-21 | <input type="checkbox"/> \$125 | <input type="checkbox"/> \$225 | <input type="checkbox"/> \$400 | ____ @ \$_____ | |
| | | | | | | TOTAL | |
| Electrical Outlet Needed? _____ Yes _____ No | | | | | | Less \$50 Outdoor Disc | |
| Phone Jack needed _____ Yes _____ No Phone service must be self-contracted | | | | | | 50% Deposit | |
| Complete the information above to reserve space for each respective event. A \$50 per space discount will be applied to outdoor space. NO TABLES, CHAIRS WILL BE PROVIDED. ELECTRICAL AND PHONE LINE IS IN ADDITION TO ABOVE SPACE RENTAL AND MUST BE SELF CONTRACTED. | | | | | | Total Enclosed | |
| Please make check payable to: Mustang Heritage Foundation | | | | | | | |

Subject to the rules governing exhibitors and pending acceptance by the Mustang Heritage Foundation "management" to be indicated herein below, we, the undersigned exhibitor(s), hereby agree to lease exhibit space at the named MHF event for the period of time indicated, and will occupy the space assigned per the diagram provided by management, for which we agree to pay the management at its offices in Bertram, Texas, no later than June 1, 2008, a 50% deposit the sum of \$_____ balance of which to paid no later than September 18, 2008 We understand that space assignment will be made upon receipt of the contract by management and a 50% deposit. We understand and agree that this contract cannot be cancelled by us and agree to pay in full the sum herein provided in accordance with the terms hereof, regardless of whether or not we occupy the leased space for any portion of the lease term.

Authorized Signature _____ Date _____

Make a copy for your files and mail the original, including payment to:

Trade Show Manager
 Mustang Heritage Foundation
 P.O. Box 703
 Bertram, Texas 78605
 (512) 355-3225
 (512) 355-2737 fax

TERMS: KEEP FOR YOUR REFERENCE

Upon acceptance, a duplicate copy of this agreement will be returned to the exhibitor and serve as the record of space assignment. Exhibitor and management shall be bound by term, conditions and rules set forth on the reverse side hereof, all of which are incorporated and form a part of this **contract**.

Management:

The word "Management or managing organization" as used herein shall mean the Mustang Heritage Foundation, its officers, agents, or employees acting for it in the management

Assignment and Eligibility:

The management shall assign the exhibit space to the exhibitor for the period of the **show**, provided the **Show Building** is made available to the management. Such assignment is made for the period of this **show** only and does not imply that the same or similar space will be held or offered for future shows. The management reserves the right to determine the eligibility of any company or product for inclusion in the exhibit.

Indemnity and Limitations of Liability:

Neither the management nor the **Show Building** nor any of its officers, agents, employees or other representatives shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the exhibitor or any of its officers, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause. The exhibitor shall indemnify, defend and protect the management and the **Show Building** against, and hold and save the management and the **Show Building** harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorneys' fees and expenses of whatever kind or nature, including, but not limited to, claims of damage or loss resulting from the breach of these terms, conditions and rules, claims of property or personal injury caused by or attributable in whole or in part to any action or failure to act whether by negligence or otherwise, on the part of the exhibitor or any of its officers, agents, employees or other representatives, and claims of damage or loss to any third party resulting from an infringement of a copyright or patent or the unauthorized use of a registered trademark.

Defacing of the Building:

The exhibitor shall not injure, nor mar, nor in any manner deface said premises. The exhibitor shall be liable for any damages caused to the building walls, floors, or columns, or to booth equipment, or to any other property and will pay the management upon demand such sum as shall be necessary to restore said premises to present condition. The exhibitor assumes full responsibility for the character, acts, and conduct of all persons acting for in behalf of said exhibitor.

Compliance of Laws:

The exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the **Show Building**. Cloth decorations must be flame proof. Wiring must comply with fire department and underwriters' rules. Smoking in exhibit halls may be forbidden. Crowding will be restricted. Aisles, fire exits and fire hoses cannot be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. All use of any type of equipment in the booth and any booth or booth contents exceeding eight feet in height must meet fire marshal standards and be approved by the management and the **Show Building**.

Security:

The management *may* employ security service during the course of the **show**, however, **security is not a guaranteed provision of this agreement**. Neither the management, nor the owners or lessors of the exhibit premises, will assume any responsibility for exhibitor's personal property or injury. It is required that the exhibitor insure its exhibit for the duration of occupancy in the exhibit facility.

Insurance:

Insurance for fire, property damage, public liability and theft must be taken out by each exhibiting company at its own expense. The insurance is to cover the full period of occupancy in the premises by the exhibitor, its agent, employees, guest and or invitees.

Exhibitor Representatives' Responsibility:

Each exhibitor must name at least one person to be its representative connection with installation, operation and removal of the exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the exhibitor shall be responsible. Management reserves the right to have the exhibit installed at the expense of the exhibitor, if work has not commenced on installation by the deadline specified by the management in the official Exhibit and Display Regulations. ***No display dismantling will be permitted until the show has officially ended.***

Attendance:

The management shall have sole control over attendance policies at all times. The management also reserved the right to enter any portion of the premises and to eject any objectionable person or persons from said premises, and upon the exercise of this authority the exhibitor hereby waives any right and all claims for damages against the management.

Use of Exhibit Space:

Exhibitors agree not to assign or sublet any space allotted to them without written consent of exhibit management or to display or advertise goods other than those manufactured or carried by them in the regular course of business. No person, firm or organization not having contracted with exhibit management for occupancy of space in the exhibit will be permitted to display or demonstrate its products, processes or services, distribute advertising materials in the halls or corridors, or in any other way occupy or use the facilities for a purpose inconsistent with these regulations.

Use of MHF or Extreme Mustang Makeover Logo

MHF has the sole and exclusive right to produce or sell products bearing its logos and only its designated licensees may distribute such products at MHF Production events. No exhibitor may sell or give away any product bearing the MHF or Extreme Mustang Makeover logo or design that is deceptively similar or any product bearing the words or letters Mustang Heritage Foundation, MHF, Mustang Challenge, Extreme Mustang Makeover or EMM.

Show Hours and Dates:

Hours and dates for installing, showing and dismantling exhibits shall be those specified by the management. All exhibits must be open for business during exhibit hours, and

no dismantling or packing may be started before the official close of the **show**.

Restrictions: Exhibit

Management reserves the right to restrict exhibits which are objectionable because of noise, glaring or flashing lights, method of operations, or any other reason, and also to prohibit or evict any exhibit which, in the opinion of the exhibit management, may detract from the general character of the exhibit. This reservation includes persons, things, conduct, printed matter or anything exhibit management judges to be objectionable. In the event of such restriction or eviction, exhibit management is not liable for any refund of any amount paid hereunder. No display material exposing an unfinished surface to neighboring booths will be permitted. Demonstrations must be located so that crowds collected will be within the exhibitor's space and not blocking aisles or neighboring exhibits. Serving or the running of contests of any kind must first be approved in writing by exhibit management. **Any booth which occupies more space than has been contracted for will be charged for that additional space.**

Food and Beverage Samples:

Any items of food or drink which are given away as samples must be procured through official **Show Building** caterer. This rule will be waived only if the exhibitor receives, and can produce at **show**, advance written permission from the official caterer. Any food preparation or cooking equipment that will be performed or used in the booth must meet fire marshal standards and be approved by the management and the **Show**.

Character of Displays:

Samples, souvenirs and advertising material may be distributed by the exhibitor only from within its booth. Equipment must be arranged so that **show** visitors do not stand in aisles while examine equipment or watching demonstrations.

Booth Construction and Arrangement:

Exhibits shall be arranged so as not to obstruct the general view or obstruct the exhibits of others. Plans for specially built displays not in accordance with regulations are to be submitted to exhibit management before construction is ordered. Regular and specially built back walls, including signs, may not exceed an overall height of 8 feet. The maximum booth height of 8 feet may extend 1/2 depth of the booth from the back wall. Height limitations of the display in the balance of the area is 42 inches, except for products and equipment on display which in themselves exceed this height. Where island space is available, these specs may be exceeded, but only with the written consent of exhibit management.

Closing of Exhibit:

Exhibitor agrees that the exhibits shall be admired and shall remain from day to day solely on strict compliance with all official rules and regulations as herein laid down and as appear in the Exhibit and Display Regulations. Management shall be entitled to close an exhibit at any time for failure by exhibitor to perform, meet or observe any of the official rules and regulations, and such exhibitor shall not be entitled to a refund of any payment. Management shall be entitled to reject an exhibit at any time, in whole or in part, or any exhibitor or its representative without giving cause. In such case, liability shall not exceed the return to the exhibitor of the amount of rental unearned at the time of ejection.

Change of Floor Plan or Space Assignment:

The management reserves the right to change the floor plan design without notice or to move an exhibitor to another booth location prior to or during the **show** if in the overall best interest of the **show**.

Unoccupied Exhibit Space:

The management reserves the right to utilize any unoccupied space after the **show** has officially opened.

Agreement to Terms, Conditions and Rules:

Exhibitor agrees to observe and abide by the terms, conditions and rules set forth herewith and by such additional terms, conditions and rules made by the management for the efficient or safe operation of the **show** including, but not limited to, those contained in this contract and in the official Exhibit and Display regulations. It is the exhibitor's responsibility to familiarize themselves with the **show** rules, terms and conditions and observe all the deadlines stated in the kit.

Payment and Cancellation Policy:

A deposit of fifty percent of the exhibit space fee is due with the management's receipt of this **contract**, and full payment is due upon date shown on the front of this **contract**. If exhibitor fails to pay balance on schedule, management may cancel exhibitor's right to exhibit without further notice or refund of any deposit or payment. If exhibitor cancels its participation in the **show**, such cancellation shall be considered a default on its part, and no refunds will be given.

Outstanding Balances:

Any outstanding balances due the Mustang Heritage Foundation must be current no later than the day prior to the start of the **trade show**.

Cancellation or Termination of Exposition:

In the event that the premises where the exposition is to be held shall in the sole determination of exhibit management, become unfit or unavailable for occupancy, or shall be substantially interfered with, by reason of picketing, strike, embargo, injunction, act of war, act of God, fire or state of emergency declared by any government agency or by reason of any municipal, state or federal law or regulation or by reason of any other occurrence beyond the control of exhibit management, exhibit management may cancel or terminate the exposition. In the event of such cancellation or termination, the exhibitor waives any and all claims the exhibitor might have against exhibit management, or damage and agrees to accept in complete settlement and discharge of all claims against exhibit management the exhibitor's pro-rata share of the total amount paid by all exhibitors less all costs and expenses incurred by exhibit management in connection therewith. In case exhibit management shall for any reason determine to cancel or terminate the exposition the exhibitor waives all claims the exhibitor might have against exhibit management for damages or expenses and agrees to accept in complete satisfaction and discharge of all claims against exhibit management in accordance with this agreement.

Amendment to Rules:

Any and **all** matters of questions not specifically covered by the official rules and regulations shall be subject solely to the decision of the management. These rules and regulations may be amended at any time by the management and all amendments so made shall be binding on exhibitors equally with the foregoing rules and regulations.

Booth Equipment and Services:

General aisle cleaning and general area lighting and air conditioning is provided for indoor spaces only. **Management does not provide tables, chairs, backdrops or extension cords.**

Taxes

All taxes are the sole responsibility of the exhibitor.

Exhibitor Activities:

Exhibitor agrees not to schedule or conduct any outside activities including, but not limited to, receptions, seminars, symposia, and hospitality suites that are in conflict with the Mustang Heritage Foundation whether such activities are held at or away from the designated competition facility, except with written approval or exhibit management.