

TO: CALIFORNIA BIKE WEEK AND LOVE RIDE EXHIBITOR OR VENDOR
FROM: MARK LORD – TRADE SHOW COORDINATOR • marklord@funkyardmusic.com
P: 661-799-3548 • F: 323-960-1096 • M: 213-309-6488



CALIFORNIA BIKE WEEK AND LOVE RIDE 2008

FAIRPLEX, POMONA

www.calweek.com * www.loveride.org

OCT. 24 w/ The Blasters & Lee Rocker, OCT. 25 w/ Flat Track Racing

OCT. 26 w/ FOO FIGHTERS and ZZ TOP

EXHIBITOR/VENDOR CONTACT INFORMATION

Name of Company

Name of Company Representative (Please Print Clearly)

Company Mailing Address		City	State	Zip
-------------------------	--	------	-------	-----

Phone	Fax	Cell Phone	Email Address
-------	-----	------------	---------------

Web Address

California Sellers Permit number. If you do not have a resale number, call the CA ST Board of Equalization and request one at no charge.

Description of Material to be sold or distributed. Please be as detailed as possible.

EXHIBITOR/VENDOR RATES

Each booth space in the pavilion is 12ft (right to left) x 24ft in depth. This is SPACE ONLY. All vendors/exhibitors are required to be self-contained and must bring all necessary supplies; tables, chairs, extension cords, additional lighting, signage, etc.

Cost for booth space is \$600 and includes access to ONE (1) 20 amp circuit for power, some overhead lighting, FOUR (4) 3 day vendor passes and TWO (2) parking pass for a regular sized vehicle. Each additional booth spaces purchased will be at the rate of \$500 and will include the same access to electrical outlets, vendor passes and parking space.

A limited number of larger spaces are available for those who need the extra space and will be available on a first paid basis. More staff for the larger spaces can be negotiated case by case.

Trailers/Trucks/Semis: a) 20 x 30 - \$2500 b) 20 x 60 - \$3500 c) 30 x 100 - \$4000

APPLICATION TO EXHIBIT - CBW/Love Ride – Page 2

EXHIBITOR/VENDOR RATES - Continued

Additional 3 day vendor working passes may be purchased for \$80.00.

Additional parking passes may be purchased for \$10.00 each.

Any additional electrical power needs must be advanced and additional charges will apply.

Additional Power Request: _____

Number and Size of Space(s) Requested: SIZE: _____ # of Spaces: _____

Number of additional 3 day and/or parking passes: 3 Day: _____ Parking: _____

TOTAL AMOUNT _____ DEPOSIT _____ BALANCE DUE _____

Vendor passes and any extra working passes purchased will allow access to see all scheduled live music performances as well as the Flat Track Racing on Saturday night.

PAYMENT

A non-refundable 50% deposit of your total exhibit space fee must be paid and accompany this contract in order to secure your reservation. Please fax or email your completed contract to Mark Lord at 323-960-1096 or marklord@funkyardmusic.com.

Checks are payable to : CALIFORNIA BIKE WEEK PARTNERS

Mail to: MARK LORD 25619 Alicante Drive Valencia, CA 91355

Credit Card Info:

Visa - M/C Card #: _____

Name on Card: _____

Exp Date: _____ 3 Digit Code: _____

Signature: _____ Date: _____

Forms of payment are Personal Check, Company Check, Cashiers Check, Money Order or Credit Card. If paying by Credit Card, you must pay your TOTAL booth fee. Balance of payment must be received no later than October 1, 2008. Failure to submit balance by deadline will result in forfeiture of booth space and deposit monies paid.

LOAD-IN/OUT AND SHOW HOURS

Load-in will begin Thursday Oct. 23, 2008 from the hours of 9am and 8pm. We will be doing a staggered load-in in order to keep vehicle traffic and activity to a minimum. Upon receipt of the balance of your payment, you will receive an information form providing further details along with your assigned booth space number and your load-in time window.

Load out will be Sunday Oct. 26, 2008 from 5pm to 10 pm.

Show hours:

Friday Oct. 24 – 12noon-10pm, Saturday Oct. 25 – 10am-8pm, Sunday Oct. 26 – 10am-5pm

AGREEMENT AUTHORIZATION AND INSURANCE

Please review all of the information, policies and terms of this agreement including the following 2 pages before signing this agreement. Take special notice of point 13.0 regarding Insurance. By signing this agreement, you agree to comply with all of the terms of this agreement.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

CALIFORNIA BIKE WEEK EXHIBITION TERMS AND CONDITIONS

1.0 BOOTH SET UP

a. During the Term and subject to venue restrictions, at their sole cost and expense (including transport, set-up, tear-down, operation and staffing), Vendor shall occupy a footprint of 12ft (right to left) and 24ft (front to back) (the Assigned Location") solely for the purpose of operating a retail space for the sale of Vendor products (the "Activities"). CBW provides SPACE ONLY. Vendor must provide all furnishings, as well as labor and staff.

b. All booth decorations and signage must be made of Fire Marshal approved materials. Vendor must keep signage within the immediate confines of their booth space. Any signage found elsewhere on the event grounds will be subject to removal and disposal. Back wall height may not exceed 10ft and side wall height may not exceed 4ft and must not interfere with neighboring exhibitors. Exhibitor will be held responsible for any damages to booth structure or building structure incurred during occupancy. Nothing shall be tacked, nailed, screwed or otherwise attached to poles, walls, trees or other parts of the facility.

c. Vendor shall at all times use the Assigned Location in a manner satisfactory to CBW and in a reasonable, conscientious, and professional manner. Vendor shall at all times maintain the Assigned Location in a neat and clean condition, and at the conclusion of the Activities, sweep, clean and restore the Assigned Location, leaving it in at least as good a condition as before the Activities, minus normal wear and tear. Vendor shall not permit the accumulation of garbage, trash, rubbish, or other refuse, but shall keep such refuse in properly covered containers within the Assigned Location or as assigned by CBW. Any trash left behind in booth space after the finish of the event will result in the vendor being fined \$100.00 plus cost of removal. NO PROMOTIONAL STICKERS FOR GIVE-AWAY! Any sticker found at venue will result in the vendor being fined \$100.00 per sticker found.

d. Vendor shall conduct the Activities so as not to interfere with the pedestrian traffic in the common areas outside the Assigned Location, and so as not to create any hazard or nuisance or in any other way to interfere with the operation of the common areas or other businesses at the Festival.

e. Upon termination of the Festival, or this Agreement, Vendor shall vacate the Assigned Location and promptly remove all merchandise and all other installations made by Vendor. Should Vendor fail to do so, CBW shall have the right to perform such removal at Vendor's expense. Personal property of Vendor, alterations or installations not removed within twenty-four hours (24) shall become the property of CBW.

f. Vendor is solely responsible for policing and securing the Assigned Location and merchandise. CBW is not responsible for and shall not be liable for any theft or damage of Vendor's display, merchandise, or other property.

2.0 ELECTRICAL SERVICES Each booth space is equipped with ONE 20 amp circuit – 110 Edison plug. If any additional type of power is required, it must be requested in advance and in writing with an exact description of what is needed to be powered up, voltage (current phase and cycle), wattage/kilowatt, as well as location in booth space where power would be needed. All connections must be approved by event and venue staff. Any extra power needs will carry an additional cost TBD.

3.0 STORAGE AND DELIVERY All vendors must store their inventory either within their booth space or in their vehicles. Any deliveries to venue must be ACCEPTED and RECEIVED by vendor as venue and/or event personnel cannot receive deliveries. CBW and event must be told in advance if exhibitor is planning on drop shipping to the venue. Vendor shall ensure that deliveries of merchandise and supplies are made through such entrances, elevators, or corridors as designated by CBW or venue.

4.0 STAFFING OF BOOTH SPACE Your booth must be staffed during the operating hours of the event. Event management will not allow booth personnel to work in inappropriate or suggestive attire as defined by event management in their sole discretion. CBW reserves the right to limit all celebrity and poster girl signings in booths. Any celebrity signing must be approved in advance so that proper security can be arranged – if necessary.

5.0 SOUND DEVICES Any desired Sound Amplification devices must have prior approval from event management. Any amplified solicitation louder than the normal tone of a speaking voice will not be allowed. No sound systems or loud music will be allowed. Objectionable sound and lyrics will not be allowed. Selling or giving of gifts which make noise will not be allowed. Any items found can be confiscated and returned at the close of the event.

6.0 CANCELLATION Any cancellation must be given by October 1, 2008. Cancellation can be done via telephone providing the cancellation call is followed up in writing via fax or email within 3 days of phone cancellation. Any refunds given will be at the sole discretion of CBW.

7.0 SUBLETTING OF BOOTH SPACE Subletting or assignment of booth space by vendor is strictly prohibited. Neither shall any offer for the sale of the product or service of any other firm, corporation or individual – except as specified in the products and services outlined on the front of this agreement. Only ONE company or firm may occupy each booth space.

8.0 LIVE ANIMALS No Live animals are permitted on event grounds without prior written approval from event management.

9.0 MERCHANDISE AND SOUVENIR POLICY No merchandise that has event name, logo or artwork can be sold by vendor. Any unauthorized merchandise bearing the event name, logo or artwork will be confiscated and not returned. No merchandise with the names "Official, Annual, Official Souvenir, or Commemorative" is allowed. Items that may NOT be sold or distributed include: Tobacco, cameras, film, batteries, drugs, weapons of ANY kind, food, beverage including alcohol. Any promotional give-away items must be submitted in advance in writing and must have prior approval from event management.

10.0 EXHIBIT TEARDOWN AND LOAD OUT Exhibit must be fully assembled by 10 am on Friday. No exhibit or portion of may be removed until closing of the event at 5:00pm on Sunday. Violation of tear down/load-out policy will result in loss of seniority for next year's event. All booths must be vacated completely by 11pm Sunday.

11.0 RIGHTS OF EVENT MANAGER CBW shall have the final authority regarding determination of the location of vendor spaces. Event management reserves the right to eject, stop or remove from the event any vendor, their representative, or guest, performing any act or practice which in the opinion of CBW is deemed objectionable or detracts from the dignity of the event. Any vendor removed from the premises shall not be eligible for a refund.

12.0 TERMS AND CONDITIONS This agreement shall not be binding until accepted by CBW. Vendor shall not be entitled to exhibit in said exhibit space unless the rental fee has been paid in full. A non-refundable 50% deposit of the total booth cost is due upon signing this agreement (credit card payment in full). Balance due by October 1, 2008. There will be no refunds for failure to meet deadlines, or for unoccupied space leased. CBW shall have full power to interpret and enforce all rules contained herein and the power to make amendments thereto, and enact such further conditions of agreement as it shall consider necessary for the proper conduct of the exhibition. Vendor will not be entitled to recover from CBW any exemplary, punitive or consequential damages to property, or loss of use, loss of time, loss of profits or loss of income.

13.0 INDEMNIFICATION AND INSURANCE

a. Vendor agrees to defend, indemnify and hold harmless California Bike Week Partners, Silva Touring Inc., NCompass International, Inc., Funkyard Music Fest, LLC, Love Ride Foundation, Inc., their parent, subsidiaries, affiliates, successors, licensees, agents, attorneys and assigns (the "Management Entity(ies)"), from and against any and all claims, demands, actions, loss, cost liabilities, expenses, judgments recovered from or asserted against the aforementioned entities on account of injury or damage to person or property to the extent that any such damage of injury may be incident to, arise out of or be caused by, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of the vendor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the booth space leased hereunder. Vendor covenants and agrees that in case any Management Entity shall be made party to any litigation commenced by or against vendor or relating to this agreement or to the booth space hereunder, then vendor shall and will pay all costs and expenses, including reasonable attorney's fee and court costs, incurred by or imposed upon the aforementioned entities by virtue of such litigation.

b. Vendor also agrees to carry a General Liability Insurance policy in the amount of One Million Dollars (\$1,000,000) minimum. The Certificate of Insurance shall name as Certificate Holder: California Bike Week Partners, P.O. Box 2060 Lake Elsinore, CA 92531. Additional Insured(s) to be named on policy shall include: California Bike Week Partners, Silva Touring Inc., NCompass International, Inc., Funkyard Music Fest, LLC, Love Ride Foundation, Inc., Pomona Fairplex, their agents, officers, employees, etc. and their respective partners and affiliates as "Additional Insured" with respect to any and all claims arising from Exhibitor's operations. Vendor shall deliver to CBW a certificate of insurance listing the required additional insureds and complying with all insurance requirements stated within this Agreement by October 1, 2008.

14.0 FORCE MAJEURE The failure of any Party hereto to comply with the terms and conditions hereof because of an Act of God, strike, labor unrest, war, fire, earthquake, flood, act of terrorism, action of the federal, state or local governmental authorities, will not be deemed a breach of this Agreement.

15.0 COMPLIANCE Vendor agrees to comply with all the rules and regulations prescribed by Pomona FairPlex (the Venue) and CBW and to meet all requirements of state and local authorities, police, and fire departments, and obtain at their own expense any necessary permits, insurance, licenses or equipment.

16.0 AMENDMENTS This agreement may be amended only in writing and executed by both vendor and CBW.

17.0 ENTIRE AGREEMENT This agreement sets forth the entire understanding of the parties with the respect to the subject matter of this agreement and supersedes any and all understandings and agreements, written or oral, between the parties with respect to such subject matter.

18.0 GOVERNING LAW AND VENUE This agreement shall be governed by and constructed in accordance with the laws of the State of California. Regarding any suit or action filed by any party with respect to the subject matter of this agreement, venue shall be proper only in a court located in Los Angeles County, California.