



BASIC TERMS AND CONDITIONS

foregoing indemnities shall survive the termination of this Agreement.

1. **CONTRACT.** This application for DAVIS BROADCASTING INC (DBI) Car and Bike Show (hereinafter referred to as **Exposition**), properly executed by applicant (hereafter referred to as **Exhibitor**) shall upon written acceptance and notification of areas assigned by station Management (hereafter referred to as **Management**) constitute a valid and binding contract. DBI has sole discretion to reject any applicant for any reason whatsoever.
2. **SPACE ASSIGNMENTS.** **Management** shall use its best efforts to locate a suitable area for **Exhibitor's**. Notwithstanding the above **management** reserves the right to change location assignments at any time, as it may, in its sole discretion deem necessary.
3. **TYPES OF EXHIBITS.** Exhibits shall be limited to suppliers of goods and services pertinent to the scope and subjects of the **Exposition** as described in publicity materials. Interpretation of the meaning and intent of this restriction shall be the sole prerogative of **Management**. HELIUM BALLOONS ARE PROHIBITED ANYWHERE IN THE SHOW. A schedule for setup and removal of exhibits will be provided and must be adhered to by time and date outlined in above schedule. Sampling of merchandise, including but not limited to food products or beverages must be with **Management** approval in writing. **Exhibitor** is prohibited from using the **Management** logos, Car and Bike show logos, the logos associated with either radio station or DBI'S **Car and Bike Show** without the written permission of **Management**.
4. **CANCELLATION.** **Exhibitor** shall have the right to cancel this Agreement prior to the event by written notice to: GENERAL MANAGER, DBI RADIO, 2203 WYNNNTON ROAD, COLUMBUS GA. 31906. **Management** shall have the right to cancel this Agreement at any time without notice to **Exhibitor** should **Exhibitor** fail to comply with any term of this contract.
5. **EXCLUSION.** **Management** shall have the right to exclude or to require modification of any display or demonstration which, in its sole discretion, it considers unsuitable or not in keeping with the character of the **Exposition**. **Management** shall have the right to prohibit the use of amplifying equipment or music which, in its sole discretion, it considers objectionable.
6. **ASSIGNMENT AND SUBLEASE.** **Exhibitor** shall not sublet the area or any equipment provided by **Management** nor shall **Exhibitor** assign this contract in part or in whole without the expressed written permission of **Management**.
7. **LIABILITY.** This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between DBI RADIO and **Exhibitor**. **Exhibitor** shall indemnify, defend, and hold harmless DBI RADIO, the [COLUMBUS CIVIC CENTER] ("Venue"), their parent corporations and affiliates and their respective officers, directors, employees and representatives, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses, arising out of or resulting from (a) any breach by **Exhibitor** of any representation, warranty, covenant, obligation or other agreement contained in this Agreement; (b) out of any failure of **Exhibitor** to comply with any applicable laws, statutes, ordinances; regulations or rules and regulations of the Venue; (c) any act or omission or negligence of **Exhibitor** or its employees, agents, contractors or invitees; (d) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against DBI RADIO, and/or Venue as a result of or in connection with **Exhibitor's** Area which claim does not result from the gross negligence of DBI RADIO or Venue; (e) any announcements, advertisements or other commercial copy produced, provided or approved by **Exhibitor** for broadcast on a station owned by DBI RADIO or its affiliates, including proceedings or litigation alleging infringement, unlawful use or violations of copyright; and/or (f) any defect, alleged or real, in any product of **Exhibitor's** sold or provided as samples to third parties by **Exhibitor** or by DBI RADIO as part of such party's responsibilities under this Agreement. The

8. **CANCELLATION OR POSTPONEMENT OF EXHIBITION.** In the event that the **Exposition** is postponed due to any occurrence not occasioned by the conduct of the **Management** or **Exhibitor**, whether such occurrence by an Act of God or the common enemy or result of war, riot, civil commotion, sovereign conduct or the act of conduct of any person or persons not party or privy to this Agreement, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in the cancellation of the **Exposition**, the obligations of the parties under this Agreement shall be automatically terminated. **Management** shall not be liable for any loss or damage to **Exhibitor** which may be caused by or associated with any postponement or cancellation of the **Exposition**.

9. **DEMONSTRATIONS.** No demonstrations or solicitations shall be permitted outside of the **Exhibitor** assigned space and no signs or placards may be displayed on persons or otherwise outside exhibit spaces or the exhibit hall.

10. **SECURITY.** **DBI RADIO**, the Venue or any officer, employee or staff member thereof assumes no responsibility for the safety of the property or **Exhibitor**, its agents, or employees, from theft, damage by fire, accident, or any the cause. **Exhibitor** is required to obtain and maintain at its sole expense, and represents and warrants to DBI Radio. that is has, insurance and/or policy riders to cover all Booth contents and activities in amounts and from companies acceptable to DBI Radio. in its sole discretion, including but not limited to commercial general liability insurance (including advertisers and contractual liability); comprehensive automobile liability insurance, bodily injury and property damage; and statutory workers' compensation insurance, with statutory limits, including employer's liability EL. **Exhibitor** shall upon request provide DBI RADIO with a copy of the certificate of insurance for each such policy described above in the amounts requested by DBI on an addendum attached hereto and may also be required to name DBI, the Venue and certain other parties, if applicable, as "Additional Insured" on such policies as indicated on an addendum attached hereto.

11. **COMPLIANCE.** **Exhibitor** assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, state and federal governing bodies concerning fire, safety and health, together with the facility rules and regulations and the display rules and regulations issued by **Management** with **Exhibitor**.

12. **MANAGEMENT.** **Exhibitor** further agrees that the conditions rules and regulations are made a part of this Agreement and that said Exhibitor agrees to be bound by each and all of these conditions and that **Management** shall have the full power to interpret, amend or enforce all rules and regulations in the best interest of the show. This exhibition is managed by **DBI RADIO**.

SHOW MANAGEMENT:
DAVIS BROADCASTING INC.

2203 WYNNNTON ROAD
COLUMBUS, GA 31906
(706) 576-3565 FAX (706) 576-368



CAR AND BIKE SHOW REGISTRATION FORM

SATURDAY, JUNE 6th - SOUTH COMMONS CIVIC CENTER COURTYARD

In Order to Validate This Contract:

1. Cancellation of this agreement must be made in writing to DBI, 2203 Wynnton Rd., Columbus, GA 31906, on or before **June 1, 2015**.
2. Exhibitor agrees that the space assigned to him will be accepted by him.
3. Show management reserves the right to relocate area location at any point before or during the show. **ABSOLUTELY NO AREA LOCATION IS GUARANTEED.**
4. DBI is under no obligation to honor any promises or commitments not stated in writing as part of this contract.
5. I have read the basic Terms and Conditions before affixing my signature below, and warrant that I am 21 years of age or older and fully understand the contents thereof.

REPRESENTATIVE (PLEASE PRINT YOUR NAME)

ADDRESS

CITY

STATE

ZIP

PHONE NUMBER

**EMAIL ADDRESS

PLEASE WRITE YOUR CAR/BIKE CLASSIFICATION BELOW

Classic Car/Trucks, Custom Car/Truck, Hot Rod, Donk, Bubble, Box, Exotics, Trikes (Motorcycle), Sport (Motorcycle), Cruisers (Motorcycle), Customs (Motorcycle)

MAKE MODEL YEAR

**We will put you on our email mailing list! You will be notified of all the latest DBI information!

Registration form must be received by **Patrice Jones, no later than Monday, June 1st by 5pm, at 2203 Wynnton Rd**, or registration is not valid.

Exhibitor Signature

Date

Show Management

Date

Please call at 706-5763565 or familydaymusicfestival@dbicolumbus.com if you have additional questions.



CAR/BIKE SHOW COMPETITION RULES AND REGULATIONS

MOVE IN

Move-in begins Saturday, June 6, 2015. Your vehicle must be inside the parking area NO LATER THAN 11:00 am (no exceptions)

Spaces are assigned upon arrival. **WE WILL NOT HOLD SPACES FOR LATE ARRIVALS.** If part of your team or members arrive late or do not caravan with you at the time of move-in, he or she will not be placed with you (no exceptions).

EXHIBITOR'S AREA

You will receive a parking area to display your vehicle. Security will be provided all day during the event. If you require additional security **specifically** for your vehicle, any costs will be your responsibility.

You will be required to sign a participation liability release form prior to or upon bringing your vehicle to the Columbus Civic Center on

Saturday, June 6, 2015. PARTICIPANT/VEHICLE REQUIREMENTS

Promoting a business and/or service in the Car/Bike Show is PROHIBITED. Violating this policy will be subject of removal from the show.

Displays that are disruptive, objectionable or inappropriate in nature as interpreted by show management, in its sole discretion, will be removed from the show.

All decisions of event management, regarding but not limited to, display space and vehicle placement will be final and binding.

Obscene or sexually explicit materials exhibited in and around your display area/space will result in disqualification.

By entering, participants agree that their conduct will comply with all applicable federal, state, county, and local laws, codes regulations and ordinances.

Participants and any other person(s) attending the event are subject to removal from the premises if their behavior is deemed disruptive, unsportsmanlike, or otherwise unacceptable by event management, in its sole discretion

MOVE OUT

Vehicles must vacate the parking area no later than 6pm the day of the event (June 6, 2015). Note, DBI or its parent companies are not responsible for any vehicle not vacated by the designated time above.

ADDITIONAL QUESTIONS

Please call at 706-576-3565 or familydaymusicfestival@dbicolumbus.com if you have additional questions.



DAVIS BROADCASTING INC. CAR AND BIKE SHOW PARTICIPANT RELEASE FORM

You have registered your vehicle at the DBI Car & Bike Show, Saturday June 6, 2015 at the Columbus Civic Center, hereinafter referred to as "the event". In consideration of participating in the event:

I hereby release, discharge and agree to indemnify and hold harmless the Radio Station and its licensee, their parent companies and affiliated entities and their respective officers, directors, shareholders, agents and employees (Indemnities) from and against any and all liabilities, causes of actions, claims, demands, losses, costs, expenses (including attorneys fees) or damages caused by or arising out of my participation in the Event.

I have freely and voluntarily chosen to participate in the event. I fully assume all responsibility for the risk of embarrassment, bodily or other injury, death, loss or property damage to myself or others on account of or arising out of my participation.

I am in excellent physical and mental health and I have no, and know of no physical, mental, medical or any other condition, impairment, symptom, illness, disease or any other disability that would prevent or interfere with my full and safe participation.

This release is intended to be as broad and comprehensive as the laws of the State of Georgia allow and shall be governed by Georgia Law. If any portion is deemed unenforceable, the remaining portion shall continue to be in full force and effect

I have read the foregoing Release before affixing my signature below, and warrant that I am 21 years of age or older and fully understand the contents thereof.

Print name

Signature

Date

Address

Age

