

BASIC TERMS AND CONDITIONS

1. **CONTRACT.** This application for V103's 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 booths assigned by WAOK / WVEE station Management (hereafter referred to as **Management**) constitute a valid and binding contract. WAOK & WVEE has sole discretion to reject any applicant for any reason whatsoever.

2. **SPACE ASSIGNMENTS.** **Management** shall use its best efforts to locate the booth in one of the locations designated by **Exhibitor** on front side hereof. 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 **V-103's Car and Bike Show** without the written permission of **Management**.

4. **EXHIBIT SPACE RENTAL RATES.** Exhibit space rental includes pipe and drape, one draped table, two chairs, carpet and a 7" x 44" sign.

5. **CANCELLATION.** **Exhibitor** shall have the right to cancel this Agreement up to 60 days prior to the event by written notice to: GENERAL MANAGER, WAOK / WVEE RADIO, 1201 PEACHTREE STREET #800, ATLANTA GA 30361. In the event of such cancellation received up to sixty (60) days prior to the **Exposition**, **Management** shall refund 100% if any rental payments already made by **Exhibitor**. **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.

6. **EQUIPMENT.** Booth equipment included with exhibit space rental and provided to **Exhibitor** shall be returned at the end of the **Exposition** complete and in good condition, normal wear and tear excepted. **Exhibitor** shall have no right, title or interest in such equipment, but only the right to use it under this contract. All other equipment shall be provided by **Exhibitor** at their own expense. If equipment is returned damaged, **Exhibitor** shall reimburse **Management** for amount of damage promptly upon demand.

7. **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.

8. **ASSIGNMENT AND SUBLEASE.** **Exhibitor** shall not sublet the booth or any equipment provided by **Management** nor shall **Exhibitor** assign this contract in part or in whole without the expressed written permission of **Management**.

9. **LIABILITY.** This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between WVEE/WAOK and **Exhibitor**. **Exhibitor** shall indemnify, defend, and hold harmless WVEE/WAOK, the [INDICATE NAME OF VENUE] ("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 WAOK/WVEE, and/or Venue as a result of or in connection with **Exhibitor's** Booth which claim does not result from the gross negligence of WAOK/WVEE or Venue; (e) any announcements, advertisements or other commercial copy produced, provided or approved by **Exhibitor** for broadcast on a station owned by CBS Radio Inc. 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 WVEE and WAOK as part of such party's responsibilities under this Agreement. The foregoing indemnities shall survive the termination of this Agreement.

10. **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 and all rental payments made under this Agreement shall be refunded to **Exhibitor** less a pro rata share of expenses actually incurred by **Management** in connection with the **Exposition**. **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**.

11. **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.

12. **SECURITY.** **WVEE/WAOK**, 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 WAOK/WVEE and CBS Radio Inc. that it has, insurance and/or policy riders to cover all Booth contents and activities in amounts and from companies acceptable to WAOK/WVEE and CBS Radio Inc. 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 WAOK/WVEE with a copy of the certificate of insurance for each such policy described above in the amounts requested by WAOK/WVEE on an addendum attached hereto and may also be required to name WAOK/WVEE, CBS Radio, the Venue and certain other parties, if applicable, as "Additional Insured" on such policies as indicated on an addendum attached hereto.

13. **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 manuals.

14. **UNIONS.** **Exhibitor** will abide by and comply with rules and regulations concerning local unions having Agreements with the show facility or with authorized contractors employed by **Management**.

15. **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 and enforce all rules and regulations in the best interest of the show. This exhibition is managed by WAOK & WVEE Radio.

Show Management:

WAOK & WVEE RADIO
1201 PEACHTREE STREET
SUITE 800
ATLANTA GA 30361
(404) 898-8900
FAX: (404) 898-8916



Street Alley Registration Form

Please write your Car Classification above

Classic Cars, Chopper (Motorcycle), Sport (Motorcycle), Cruisers (Motorcycle), Tricked Out Vehicle, Tricked Out Truck/SUV

Tara Thomas – 404-898-8984

V-103 Account Representative

Representative (your name)

Address

Number of Street Alley Spaces -
(Note - \$50 per vehicle):

City

State

Zip

Day Time Phone / Second Phone

TOTAL PAID:

BALANCE DUE:

**Your email address

**We will put you on our email mailing list! You will be notified of all the latest V-103 information!

Please Make A Cashiers or Money order Check Payable To WVEE/WAOK Radio.

Payment and Registration form must be received by Tara Thomas or Shelice Smith or registration is not valid.

I will be selling/displaying the following items: (This must be filled in)

MOVE OUT

Vehicles must vacate the building no later than 11:00pm the day of the event (June 21, 2008). Note, V-103 (WVEE) or its parent company, Viacom, Inc. are not responsible for any vehicle not vacated by the designated time above.

ADDITIONAL QUESTIONS

Please contact Tara Thomas (Event Marketing Coordinator) at 404-898-8984 or Tara.Thomas@CBSRadio.com if you have additional questions.

V-103 CAR AND BIKE SHOW **PARTICIPANT RELEASE FORM**

You have registered your vehicle at the V-103 Car & Bike Show, Saturday June 21, 2008 at the Georgia World Congress 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