

To reserve your space, complete the front side of this Contract and return it promptly with accompanying deposit to:  
**Powersports Business Congress**  
 6420 Sycamore Lane, Ste. 100  
 Maple Grove, MN 55369  
 www.psbcongress.com

**For Internal Use Only**

Check # \_\_\_\_\_  
 Amount \_\_\_\_\_  
 Date \_\_\_\_\_

## VENDOR CONTRACT

### 1. VENDOR PRICING

\_\_\_ Ten (10) Meetings .....\$15,000  
 \_\_\_ Twenty (20) Meetings.....\$22,500  
 \_\_\_ Twenty Five (25) Meetings .....\$25,000

Includes:

- Private meetings with principals and/or senior executives of leading powersports dealerships.
- Communication with buyers prior to onsite meetings via secure Xtranet.
- Condominium suite with attached master bedroom.
- Opportunities to network with industry peers.
- Meal packages for TWO company executives included.

Additional room and meal packages available at cost. Please provide credit card information and number of attendees.

Total Amount Due \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_

Balance due \$ \_\_\_\_\_

(See #2 for payment terms)

### 2. PAYMENT SCHEDULE

**TERMS: Make checks payable to: Powersports Business Congress**

For contracts submitted through July 31, 2008:

- 50% due with contract
- Balance due September 24, 2008

For contracts submitted August 1, 2008 or later:

- Payment in full due with contract

### 3. CONTACT INFORMATION

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Company Shipping Address \_\_\_\_\_

(No P.O. Box) \_\_\_\_\_

Company Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact \_\_\_\_\_

Telephone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

e-Mail \_\_\_\_\_

Web URL \_\_\_\_\_

We agree to abide by all rules and regulations governing the event as printed on the reverse side hereof and which are a part of this contract. Acceptance of this application by the event producer constitutes a contract. Initial page two.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

If payments are not made by the respective due dates, then in addition to all other rights PowersportsBusinessCongress (PSBC) may have, we may elect to cancel this sponsorship(s) and attempt to reassign them. If we do so, all previously paid monies will be retained to apply against our losses and administrative costs. This will not be our sole remedy. Application for Sponsorship at PSBC indicates the applicant's willingness to abide by all accompanying terms and conditions set forth in the Vendor's Manual. These terms and conditions are an integral part of this Agreement which represents a binding commitment for you to participate at this Event and for us to provide this service. If you fail to abide by any provisions of this Agreement, including the terms and conditions set forth in the Vendor Contract, we may retain all deposits previously paid, suspend your rights to participate, and seek additional damages for breach of this Agreement.

**VENDOR CONTRACT**

**VENDOR PARTICIPANTS:** Vendor agrees to bring a senior level executive with contractual authority to the Event. Price includes ONE condominium suite, and TWO meal packages. Additional meal packages, accommodations, in-suite catering, shipping, and ancillary activities, exceeding those outlined in the contract are the responsibility of the Vendor.

**PSBC SERVICES** PowersportsBusinessCongress (PSBC) agrees to arrange matches between Vendor and senior executives of companies ("Teams") with budgeted initiatives in the Vendor's solution area(s) and who have expressed an interest and willingness to meet with vendors at PSBC. The sole obligation of PSBC with respect to making matches is to provide to Vendor a list of names and contact information for such Teams, access to PSBC's Xtranet prior to the Event and assurance that the Teams will attend the meetings at PSBC. It is Vendor's obligation to communicate with these Teams to discuss an agenda for each of the meetings at the Event. PSBC shall be deemed to have met its obligation if it arranges the required number of matches. If there is any dispute as to whether a match was made, the match shall be considered to have been made when the senior executive(s) of the company having an interest in Vendor's solution area(s) want to meet Vendor, the staff of PowersportsBusiness Magazine confirms this interest, and Vendor has been provided the contact information for the Teams.

**REFUNDS** If PSBC fails to provide Vendor with the minimum number of matches set forth in Section 1 of the face of this Agreement, its sole obligation to Vendor shall be, at its option, to either (i) refund to Vendor a pro-rated fee based on the package Vendor purchased for each match not provided to Vendor, or for each Team that does not participate in a pre-arranged meeting (unless the Team's participation is caused by the action or inaction of Vendor), or (ii) cancel Vendor's participation in the Event and refund all amounts paid by Vendor to PSBC as set forth in Section 1. However, if PSBC cannot secure a minimum of three matches for Vendor, then at Vendor's request, PSBC will cancel Vendor's participation in the Event, and provide a full refund within 30 days following the Vendor's request. Vendor acknowledges that except for this limited refund policy, there shall be no refunds of any amounts provided for in this Agreement, and PSBC shall not be liable to Vendor for any lost profits, consequential or punitive damages.

**VENDOR OBLIGATIONS** Vendor acknowledges that once Vendor has agreed to participate in the Event, PSBC and companies having an interest in Vendor's solution area(s) will be relying upon such participation in making arrangements with respect to the Event. Vendor therefore agrees to use its best efforts to follow through with all matches made by PSBC and to communicate with such Teams, establish meeting agendas with such Teams, and attend the Event. If for any reason Vendor fails to do so, Vendor shall not be entitled to any refund of any amounts paid to PSBC under this Agreement. Vendor further acknowledges that if Vendor schedules a meeting with any Team, and subsequently fails to attend the Event, such failure will cause damage to PSBC and to the Teams. Vendor acknowledges that such damages are not easily ascertainable, and Vendor agrees that if it fails for any reason to attend the Event after scheduling such meetings, then in addition to forfeiting all payments made under this Agreement, Vendor will be liable to PSBC for liquidated damages in an amount equal to the amount set forth in Section 1 on the face of this contract, and shall pay such additional amount to PSBC within 10 days following demand by PSBC.

**LICENSES/PERMITS** Vendor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at PSBC. Vendor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any government authority in connection with their activities at the Event.

**SUITE ASSIGNMENT** Suite assignments will be made by PSBC in the order in which initial deposits are received.

**EVENT GUIDELINES** Vendor shall not assign, sublet or share the space allotted with another business or firm unless approval has been obtained in writing from PSBC, which approval may be withheld for any reason. PSBC reserves the right to restrict the use of suites which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or to remove any materials which, in the opinion of PSBC may detract from the general character of PSBC as a whole, or consists of products or services inconsistent with the purpose of the Event. This reservation includes persons, things, conduct, printed matter, and anything of a character which PSBC determines is objectionable. In the event of such restriction or removal, PSBC shall not be liable for any refunds or other participation expenses.

**INSURANCE** Vendor shall obtain insurance for its property against damage and loss, and public liability insurance against injury to the person and property of others at its own expense. Vendor expressly releases PowersportsBusiness Magazine's PSBC, Ehlert Publishing Group, Inc. from any and all liability for any damage, injury or loss to any persons or goods which may arise from Vendor's rental and occupation of space at the Event and agrees to hold and save, Ehlert Publishing Group Inc., and PSBC harmless of and from any loss or damage by reason thereof.

**VENUE/JURISDICTION** This Agreement was entered into in Maple Grove, Minnesota, and shall be governed by the laws of the State of Minnesota. Any litigation concerning this Agreement or related to Vendor's participation in the Event, shall be exclusively venued in the state courts of Minnesota, located in Hennepin County, Minnesota, and Vendor agrees to submit to the jurisdiction of such courts.

**OTHER VENDOR REQUIREMENTS** Cost of attendance by Vendor and its personnel and all ancillary requirements of Vendor is the responsibility of Vendor. Special needs must be arranged through the Resort. Telephone and Internet service are limited to standard phone lines. A complete Vendor's Manual will be sent approximately six (6) weeks prior to the Event to all Vendors having accounts paid in full.

**ARRIVAL:** November 30, 2008, 4:00 PM

**DEPARTURE:** December 3, 2008, 3:00 PM – 4:00 PM

**ADDITIONAL INFORMATION**

Event Info Line (763) 383-4449

Event Director: Lori Hackett, lhackett@affinitygroup.com

FAX (763) 383-4499

*"By insuring meetings between senior level executives, it moves from a pure commodity discussion to a broader discussion enabling you to put in play not only the unique attributes and benefits your products provide, but also your expertise, which gives you a distinct competitive advantage in developing new clients and getting more business from existing clients."*