

SUN 'n FUN FLY-IN RULES AND REGULATIONS

Failure to abide by the following Sun 'n Fun Fly-In Rules and Regulations, which are an integral part of this Application/Contract, may result in the termination of this Application/Contract and the removal of any exhibit from the Fly-In site and may result in denial of future exhibit spaces.

EXHIBITOR'S AUTHORIZED SHOW-SITE REPRESENTATIVE: Exhibitor, at all times during the Fly-In shall have its designated Authorized Show-Site Representative available to Sun 'n Fun for the purpose of making all decisions necessary on behalf of Exhibitor at or during the Fly-In. Exhibitor's Authorized Show-Site Representative shall have all authority to represent and/or commit Exhibitor at or during the Fly-In and Sun 'n Fun may rely without reservation upon all such representations and/or commitments.

EXHIBITOR OFFICE LOCATION: Exhibitor Welcome Center for quick check-in Sat.-Mon. prior to Fly-In is located off Medulla Road at Rocky Road. See outdoor commercial exhibit map for location of the Exhibitor Office. Check in at Exhibitor Welcome Center upon arrival. Choppertown Exhibitors check in at designated area.

SET UP AND INSTALLATION OF EXHIBITS: Installation of exhibits will be permitted starting Saturday, April 10, 2010 and Sunday, April 11, 2010 from 8:00 a.m. to 5:00 p.m. and Monday, April 12, 2010, from 8:00 a.m. to 8:00 p.m. Light Plane Exhibit area may set up beginning Saturday, April 10, 2010. No Light Plane landings before Sunday April 11, 2010.

HOURS OF OPERATION: Shall be from 9-5 p.m., Tuesday-Sunday. Exhibit Buildings will open at 8:00 a.m. Tuesday thru Sunday for Exhibitors only, to prepare for the day's business. All exhibit spaces must be cleared and all displays removed by noon on Tuesday, April 19, 2010. Opening and closing times of Exhibit Buildings shall be enforced for Exhibitors' protection.

FEES: Exhibit space fee includes the cost of a Polk County Occupational License and Exhibitor's Ribbons (Admission/ID) per exhibit space. Inside displays include back drapes, side curtains and sign. Additional passes may be purchased at Main Registration.

RESERVING SPACE: Sun 'n Fun reserves the right to relocate displays at any time, either before or during the Fly-In. Full payment, received by September 15, 2009, will guarantee an exhibit space as selected in the sole discretion of Sun 'n Fun. There will be a 25% cancellation fee for each booth cancelled. No refunds of payment will be made after January 31, 2010.

CLEANING & EARLY BREAKDOWN: All aisles will be maintained by Sun 'n Fun. All Exhibitors are required to clean their booths at the close of each day. **Breakdown and departure are not permitted before 5:00 p.m. on Sunday, April 18, 2010.** Exhibitor breaking down prior to 5:00 p.m. may be denied future space. Vehicle access is permitted at 6:30 p.m. on breakdown day. Any exhibitor leaving bulk material, garbage, mulch and debris of and kind will have a after show charge of \$250.00 for indoor space and \$500.00 for outdoor space.

NO SHIPMENTS TO SUN 'n FUN SITE: Shipments prior to the Fly-In shall only be made by contacting GES. **Sun 'n Fun will not accept display or other material at the Fly-In site.**

PERMITTED DISPLAYS: Indoor Exhibitors may install, at their own expense, special signs, displays, counters, shelving, and similar items not to exceed 10 feet in height from the floor along the rear of the booth and along no more than 1/2 of the side dividers measured from the rear of the booth. No materials may be hung from the building structure (e.g., no guy wires from building to rafters, no signs attached to walls). Shelving, signs, etc., extending above the side dividers must be approved in advance by Sun 'n Fun and have the back side thereof covered to the satisfaction of the Exhibit Chairman. Outdoor Exhibits shall not exceed 25 feet in height. Noisemakers, disruptive audio, amplifiers, flashing signs, microphones, portable air conditioners, and attention-getting devices are not allowed in any Exhibit Area. Portable air conditioners and generators prohibited inside.

VEHICLE ACCESS: During the Fly-in, vehicle access is permitted before 9:00 a.m. and after 5:00 p.m. only. **Vehicles will not be allowed to remain on or at exhibit space during the day. Any vehicle outside designated parking area will be towed at owner's expense.**

VEHICLE PARKING: Exhibitors will be issued one vehicle pass per exhibit space. A designated area will be provided for such Exhibitor parking, additional vehicle passes may be purchased. Any Exhibitor with outside space may, with prior approval of Sun 'n Fun, park an R.V. on its space if it is essential to its exhibit in the sole and absolute determination of Sun 'n Fun; however, it must remain parked for the duration of the Fly-In. **Passenger vehicles will not be allowed at or on exhibit space.** All trucks and trailers **must** park in the designated storage lot. **Vehicles improperly parked will be towed at owner's expense.**

PETS: Animals of any kind are not permitted in the Exhibit Area.

CERTAIN VEHICLES PROHIBITED: The use of all terrain vehicles (ATVs), bicycles, golf carts, mini-bikes, roller blades, scooters and skateboards by Exhibitors is strictly prohibited.

HANDICAPPED PARKING: Check with Handicapped Hospitality Center at Main Registration.

NATURE OF EXHIBITS: Only those products documented on this Application/Contract as approved by Sun 'n Fun shall be allowed to be sold or shown at Exhibitor's exhibit space. Food, drinks, coin-operated games, raffles, film, solicitations, charitable or otherwise, or sales of credit cards or phone cards, or items bearing off-color material, in the sole and absolute determination of Sun 'n Fun, shall not be allowed.

LOGO USE: Any item depicting the Sun 'n Fun name or trademark logos or any part thereof is prohibited and shall be confiscated by Sun 'n Fun.

ELECTRIC SERVICE: Each space designated for electric service has 20 amps/110 volts provided. No additional receptacles are available.

SUBLETTING OF SPACE—ASSIGNMENT OF APPLICATION/CONTRACT IS PROHIBITED: Exhibitors shall not sublet any exhibit space in whole or part, nor display any goods other than those approved by Sun 'n Fun and manufactured or sold by them in the regular course of business. In no event shall Exhibitor, indoor or outdoor, grant to any person or entity permission to share exhibit space or to occupy adjacent area. Exhibitors shall not assign this Application/Contract.

SOLICITATION OF BUSINESS – RESTRICTIONS: Solicitation will be confined to the Exhibit Area and to those persons or firms who are bona fide Exhibitors by virtue of paying for exhibit space and being party to this Application/Contract. Exhibitor shall not conduct business outside Exhibitor's assigned exhibit space.

CAMPING: Exhibitors are permitted to camp in an R.V. on their Outdoor Exhibit space. There will be a \$100.00 charge for electricity where it applies. Tent camping and pop-up campers are prohibited. Exhibitors camping in the Sun 'n Fun Campground must be a Florida Air Museum member and pay the posted fee at Camper Registration.

SECURITY: Security personnel will be on duty 24 hours a day beginning at 8 a.m. Tuesday, April 13, 2010, through and including Sunday, April 18, 2010 until 9:00 p.m.

INSURANCE, LIABILITY, INDEMNITY RELEASE, AND HOLD HARMLESS: Sun 'n Fun shall not be liable or responsible for any liability, loss, damage, or personal injury, including death, which may occur to the Exhibitor, to the Exhibitor's agents, representatives, servants, employees, customers, providers, suppliers, or guests, or to the Exhibitor's property from any cause whatsoever at any time. The Exhibitor hereby expressly releases Sun 'n Fun from and agrees to indemnify and hold Sun 'n Fun harmless from and against any and all claims for any such claims, liability, loss, damage, or personal injury, including death. Without limiting the foregoing, Sun 'n Fun shall not be responsible for the loss of any exhibit or part thereof because of fire or lightning, wind storm or hail, smoke, explosion, riot or civil commotion, vandalism or malicious mischief, burglary, robbery, hold-up, water damage, strike, or any accident involving damage to property or goods in transit, or for any personal injury, including death, that may occur to the Exhibitor, to the Exhibitor's agents, representatives, servants, employees, customers, providers, suppliers, or guests, or to the Exhibitor's property from any cause whatsoever at any time for any exposure to any claims, liability, loss, damage, or personal injury including death. Sun 'n Fun requires that the Exhibitor obtain, at its expense, adequate insurance coverage prior to the Fly-In to insure itself and to name Sun 'n Fun as an additional insured against any claims, liability, loss, damage, or personal injury, including death, whether during transit or while at or during the Fly-In.

PUBLIC LIABILITY: Each Exhibitor shall provide public liability and employee compensation insurance policies which shall include coverage on and to the Exhibitor's property and on and to the Exhibitor's employees, agents, representatives, servants, providers, and suppliers while such property and such employees, agents, representatives, servants, providers, and suppliers are at, on, in, entering, or leaving the Fly-In site. In addition, the public liability insurance policy shall include coverage on and to the Exhibitor's customers, guests, and visitors at, on, in, entering, or leaving the Exhibitor's exhibit area. The insurance policies required by this Application/Contract shall include coverage for any personal injury including death and shall name Sun 'n Fun as an additional insured. The minimum liability amount for any of such insurance policies shall be \$1,000,000.00. All certificates of such insurance shall be furnished to Sun 'n Fun on or before March 1, 2010, as a precondition to Exhibitor entering Sun 'n Fun's property including the Fly-In site and the assigned exhibit space.

FLORIDA SALES TAX: Exhibitors shall collect and pay a 7% Florida State Sales Tax on all sales at the Fly-In. The Florida Department of Revenue will provide paperwork in your packet when arriving.

SAFETY: No smoking, explosives, inflammables, or other dangerous items will be allowed in the Exhibit Areas. Decorations must be flame resistant. Those Exhibitors conducting demonstrations utilizing open flame, such as welding torches, must furnish appropriate safety equipment, including a fire extinguisher, and must have their demonstrations approved in advance by the Sun 'n Fun Safety and Exhibit Chairman. All outdoor exhibitors are required to have a 2A10BC fire extinguisher in their booth.

AIRCRAFT DISPLAYS: Display aircraft are *expected* to and shall remain at their exhibit spaces. Movement to and from the flight line is discouraged and limited to the following hours:

7:00 a.m. until 8:00 a.m.

12:00 NOON until 1:00 p.m.

After the airshow until 8:00 p.m.

Only those aircraft having access to the taxiway without causing another display to be moved or dismantled may be taken out of an Exhibit Area. Please plan accordingly.

AIRCRAFT SAFETY: Sun 'n Fun requires that all aircraft in a Display or Commercial Exhibit Area disable the aircraft by (1) Removing the lead from the starter or (2) Disconnecting the battery or (3) Sparkplug leads must be disconnected. Aircraft must remain in that condition until ready to depart the Area.

GOVERNING LAW: This Application/Contract shall be governed by and construed in accordance with the laws of the State of Florida.

ATTORNEYS' FEES, VENUE, AND WAIVER OF TRIAL BY JURY: In any action brought to enforce or to interpret this Application/Contract, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees including, without limitation, attorneys' fees incurred in connection with any appeal or certiorari proceeding, and the sole and exclusive venue of any such action shall be in the Circuit or County Court of Polk County, Florida, or in the United States District Court for the judicial district in which Polk County, Florida, is or may be located. Sun 'n Fun and Exhibitor renounce and waive any right to have any such controversy litigated, arbitrated, mediated or resolved by any other legal or quasi-legal proceeding in any other place whether pursuant to the doctrine of forum non conveniens or otherwise. Sun 'n Fun and Exhibitor renounce and waive any right whatsoever to a trial by jury. For the purposes of this Application/Contract "any action brought to enforce or to interpret this Application/Contract" shall be construed to mean litigation, arbitration, mediation, and any other legal or quasi-legal proceeding.

MODIFICATION, REVISION, OR AMENDMENT: This Application/Contract shall not be modified, revised, or amended except by an instrument in writing agreed to and signed by Sun 'n Fun and the Exhibitor.

INVALID OR VOID PROVISION: If any part of this Application/Contract shall prove to be invalid or void, it shall in no manner affect or impair any of the remaining provisions of this Application/Contract which can be given effect without the invalid or void part.

Sun 'n Fun reserves the right in its sole and absolute discretion to bar any exhibit, person, or entity that is not in keeping with the character or purpose of Sun 'n Fun, as determined solely and exclusively by Sun 'n Fun. Sun 'n Fun is a private, non-governmental entity and controls all access to the Fly-In and all access and use of and to its property and exhibit site and reserves the right to exclude anyone at any time from the Fly-In. The signing of this Application/Contract by Exhibitor on Page One is an acknowledgement of and agreement to be bound by the Sun 'n Fun Fly-In Rules and Regulations set forth above on this Page Two.