



TECHNOLOGY IN MOTION
SEPTEMBER 2017, DETROIT

SEPTEMBER 6-8, 2017
COBO CENTER
DETROIT, MI, USA

TIM '17
EXHIBIT SPACE
APPLICATION & CONTRACT

INSTRUCTIONS

Complete sections I and III, sign and submit with required deposit payment. Carefully review the Contract Terms & Conditions section of this Contract and the TIM 17 Show Rules & Regulations posted on www.timdetroit.com

PAYMENT TERMS:

Upon Contract Acceptance - 50% of Exhibit Space Net Cost will be billed and is non-cancellable.

June 30, 2017 - Balance of Total Exhibit Space Net Cost is due.

QUESTIONS:

Contact TIM Sales at:
trisha@timdetroit.com or
+1.248.829.6042
Additional details available at:
www.timdetroit.com

MAKE PAYMENT (Deposit) TO:

Technology In Motion
C/O Finance Dept
1155 Gratiot Ave.
Detroit Michigan 48207-2913

I. COMPANY INFORMATION

By requesting space, the undersigned company hereinafter referred to as "Exhibitor" hereby applies for participation in TIM '17 produced by TIM Show Management: TIM Show Management hereinafter referred to as "TIM" or "Management" subject to the Terms of this TIM '17 Exhibit Space Application & Contract hereinafter referred to as "Contract" effective on the date signed by the Authorized Exhibitor Representative.

COMPANY NAME _____

STREET ADDRESS _____ CITY _____ STATE/PROVINCE _____ ZIP/POSTAL CODE _____

COUNTRY _____ PHONE _____ FAX _____

COMPANY E-MAIL _____ COMPANY WEB SITE _____

LOCATION OF COMPANY'S MAIN HEADQUARTERS (CITY, STATE/PROVINCE, COUNTRY) _____

PRIMARY EXHIBIT CONTACT _____ TITLE _____

CONTACT TELEPHONE/EXTENSION _____ CONTACT E-MAIL _____

EVENT MARKETING CONTACT (MARK IF SAME AS ABOVE) _____ TITLE _____

MARKETING CONTACT TELEPHONE/EXTENSION _____ MARKETING CONTACT E-MAIL _____

BILLING CONTACT _____ PHONE _____ EMAIL _____

II. TIM '17 EXHIBIT SPACE RATES = \$24.00 per net square foot

III. SPACE REQUIREMENTS

Net square feet _____

Space configuration (ie. 20' x 20') _____

(A) Net Cost = \$ _____

Location Preference: (Please select all that Apply)

- OEM and Dealer Solutions
- Autonomous Vehicles
- Connected Cars
- Materials
- Mobility Solutions
- Propulsion Systems
- Parts and Supplies

Will you bring a vehicle?

Yes No

Indicate utilities required

- Air Water Drain Gas
- 120V Power* 208V Power
- 380V/480V Power
- Other, please specify: _____

* The above-mentioned requirements may dictate the location on the floor where your exhibit can be placed.



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September 6-8, 2017
COBO Center
Detroit, MI USA

TIM: Technology in Motion

Phone: 248.829.6042

www.timdetroit.com

TIM '17

EXHIBITOR/SPONSOR/ADVERTISER REQUIREMENTS

- ✓ In order to qualify to exhibit at TIM '17, all prospective exhibitors, sponsors, and advertisers must be conduct business in the automotive industry, or be seeking to gain access to the automotive technology marketplace.
- ✓ TIM Show Management reserves the right to deny access to exhibit space and or sponsorship at its sole discretion.
- ✓ TIM Show Management reserves the right to change and or alter the floor plan at its sole discretion for the betterment and improvement of the Show

For Official Use:

_____ Date received

_____ Booth number

_____ Space config.

\$ _____ Deposit rec'd

Payment information: _____

IV. TIM '17 DEPOSIT SUBMISSION

- A. Calculate deposit based on the TIM '17 space requested on this Contract.
- B. Final Space Fees will be based on amount of space assigned and approved by applicant
- C. Submit deposit as instructed on Page 1.
- D. To be eligible for the initial space assignment, applications and deposits must be received by May 12, 2017.
- E. Contracts and/or deposits received after May 12, 2017 will be placed in the next available position within their appropriate category following the initial space assignment process conducted on June 30, 2017. All space applications received after May 12, 2017 will be considered on a first come, first served basis.
- F. Submission of Application does not guarantee acceptance until appropriately notified by TIM in writing.

V. ACKNOWLEDGMENTS

Upon written acceptance by TIM, Exhibitor agrees to be bound by all terms and conditions set forth herein ("Terms and Conditions") and TIM '17 Show Rules & Regulations, as may be amended from time to time, which are incorporated herein and made a part of this Contract. Without limitation, Exhibitor agrees to be bound by the Payment Terms above and Cancellation provisions below.

Exhibitor agrees to prepare an exhibit of its products and/or services, which shall be directly pertinent to the automotive technology industry, and subject to Management approval. Exhibitor agrees to accept full responsibility for compliance with national, state, and city regulations in the provision and maintenance of adequate safety devices and conditions for the installation and operation of all machinery and equipment displays. At TIM '17, all displays, exhibit materials and equipment must be reasonably located. Exhibitor agrees that their exhibit shall meet and remain in compliance with the safety requirements specified and any additional requirements as solely determined by TIM. Management reserves the right to reject, eject, prohibit, or cease operation of any exhibit in whole or in part for non-compliance with safety requirements. Management will not assume liability for any injury that may occur to TIM '17 attendees, exhibitors or their agents and employees, or others.

Exhibitor agrees to carry the insurance levels required by Management and provide proof of insurance in the format requested to Management no later than July 7, 2017. Management reserves the right to withhold Exhibitor's booth personnel badges or other show services, as it deems appropriate, if proof of insurance is not submitted by Exhibitor.

The undersigned party confirms they have authority to enter into this Contract for the Exhibitor. The undersigned party has read the Contract Terms and Conditions, and all Exhibitor representatives agree to abide by the Terms and Conditions. Exhibitor further agrees that upon written acceptance of this Contract by TIM, with or without appropriate or timely payment of any and all fees, this Contract shall become binding and enforceable in accordance with all its terms. Signature on this Contract by the authorized Exhibitor representative, whose name is printed below, constitutes the entire agreement between TIM and Exhibitor under this Contract.

*SIGNATURE (AUTHORIZED COMPANY REPRESENTATIVE) DATE

PRINT NAME (AUTHORIZED COMPANY REPRESENTATIVE) TITLE

COMPANY NAME

**By signing this Contract, Exhibitor agrees to join TIM's mailing list to receive electronic marketing and promotional communications from TIM. You can unsubscribe at any time by clicking the unsubscribe link included in all email communications or by sending an email with the subject heading "unsubscribe" to tstephens@msxi.com*

TIM '17 EXPOSITION CONTRACT TERMS AND CONDITIONS

1. Management; Principal Purpose. TIM: **Technology in Motion**, is produced by and is the property of TIM Show Management: (herein referred to as **TIM**) and the word Management and phrase Show Management refers in either case to TIM, its directors, officers, committees, agents, or employees acting for TIM in management of the exposition. The principal purpose of the exposition is to stimulate interest in and demand for automotive technology industry related products and services in general, herein referred to as "Principal Purpose." No Exhibitor shall engage in any activity in consistent with this Principal Purpose.

2. Right to Offset. Management shall have the right to offset the amount of any obligation due and owing to Management from Exhibitor whether under this Contract or any other agreement between Management and Exhibitor. Management may cancel the Exhibitor's participation in TIM '17 in the event Exhibitor is past due on any amounts due to Management for any reason.

3. Sub-Leasing, Competing Activities. Exhibitor may not sublet their space, nor any part thereof, nor exhibit, offer for sale, give as premium, or advertise articles not manufactured or sold in their Exhibitor's name, except where such articles are required for proper demonstration or operation of Exhibitor's display, in which case identification shall be limited to the nameplate, imprint, or other identification which in standard practice appears normally on them. Exhibitor may not permit non-exhibiting company representatives to occupy or sell non-exhibiting company services or products in their booth. Rulings of Management shall in all instances be final with regard to use of exhibit space. No Exhibitor or any affiliate thereof may conduct any meeting or event in the host city during show hours that encourages attendees to leave TIM '17. The offering of any educational programming that competes with TIM '17 is strictly prohibited

4. Eligible Exhibits. Management has sole right to determine the eligibility of any Exhibitor or product for inclusion in the exposition.

5. Compliance. Exhibitor agrees and warrants as follows:

- a. The design, construction, transport, delivery, assembly, erection, installation (including placement and utility hook-ups) and condition of all machinery exhibited at TIM '17 by Exhibitor will at all times comply with the exposition facility rules and all applicable national, state and local laws and regulations; and,
- b. The operation, use, demonstration, adjustment, inspection, maintenance, servicing, setting up, modification, cleaning, unjamming, repairing, disassembly/breakdown and removal of the machinery, equipment, displays and other materials exhibited at the Show by Exhibitor will, at all times, comply with all applicable national, state and local laws and regulations.

The phrase "all applicable national, state, and local laws and regulations" includes, but is not limited to all laws and regulations relating to the provisions and maintenance of adequate safety devices and conditions for the installation and operation of machinery and equipment displays.

All machinery, equipment, displays, and other materials exhibited at the Show by the Exhibitor must be reasonably located and protected (e.g., by safety guards, fireproofing and other fire safety measures) to prevent fire hazards and accidents. Adequate fencing and/or shielding of all operating machinery displays shall be installed to prevent attendees from coming into contact with the operating machinery and/or its movement by reaching over, under or around such protection. Management reserves the right, in its sole and absolute discretion to

reject, prohibit, or cease operation of any exhibit in whole or in part for non-compliance with what it deems to be safety requirements without prior notice of Exhibitor or without offering Exhibitor an opportunity to cure and Exhibitor acknowledges and accepts such right.

6. Cancellation of Participation/Space Reduction. Both Management and Exhibitor acknowledge that in the event of Exhibitor's cancellation of participation in TIM '17, Management will sustain substantial monetary losses that cannot precisely be determined. Due to the difficulty of determining and detailing said losses, Exhibitor agrees to pay the following as liquidated damages (and not a penalty) if Exhibitor cancels its participation in or reduces their space after Friday, March 10, 2017 at 3:00 PM Eastern Time, any prior payments paid or due to be paid are non-refundable and payment in full is required. If payments are not received by date(s) due, space assigned may be released. If Exhibitor cancels its participation after Friday, April 10, 2017, or fails to occupy the exhibit space assigned, such cancellation or failure to occupy shall be considered a default on Exhibitor's part, and Exhibitor shall remain liable for, and shall pay to TIM, the total fees (including any balance due) for its space. To be effective, all Exhibitor cancellations of participation in TIM '17 must be received by Management, in writing (return receipt requested). The date of cancellation shall be the date that Management received the written cancellation. All cancellation fee(s) are payable immediately upon cancellation. The cancellation fee(s) terms shall apply regardless of the execution date of this Contract.

7. Exhibitor Breach. Management reserves the right to cancel Exhibitor's participation if Exhibitor breaches any of its obligations and does not cure the breach within ten (10) days after notice from Management or does not comply with the terms and conditions of this Contract including, but not limited to, making any payment that is due as per this Contract. If Management does cancel Exhibitor's participation as per this section, Exhibitor will have been deemed to have canceled its own participation and thus be subject to cancellation fees as stated in Item 6 above. The date of cancellation for calculating the cancellation fees shall be the date that Management cancels Exhibitor's participation for breach.

8. Interest and Collection Fees. Any Exhibitor that does not meet all financial obligations when due will be responsible for all outstanding debts, interest at one percent (1%) per month, and any fees (including attorney's fees and collection fees) Management incurs to recover the debt. There will be a \$25 charge for all returned checks. If the above interest amount, attorney's fees and/or collection fees, and returned check fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to TIM by Exhibitor.

9. Space Assignment and Attendees. Although Management will attempt to accommodate Exhibitor requests for specific booths, no guarantees can be made that Exhibitor will be assigned the specific booth(s) requested. Exhibitor acknowledges that it is not contracting for a specific booth(s), but rather for the right to participate as an Exhibitor in TIM '17. Management will assign space, and may reassign the space, or alter the space layout or venue at any time. Management makes no representations or warranties with respect to the demographic nature and/or number of exhibitors and/or attendees.

10. License Relationship. It is understood and agreed that this Contract constitutes a non-assignable license and privilege only and does not, under any circumstances, constitute a lease or any other conveyance of real property, a partnership, employment agreement or joint venture between the parties.

11. Damage to Property. Exhibitor is liable for any damage caused by it and/or its agents, including but not limited to, its booth personnel, to building floors, walls, or columns, or to standard booth equipment, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesive or other coating to building columns, floors or to standard booth equipment. Exhibitor is responsible for damage to its uncrated or improperly packed shipments, concealed damage, for loss or theft of its material after delivery to its booth, or before material is picked up for return movement. It is expressly understood and agreed that Exhibitor will make no claim of any kind against Management, the exposition facility and/or the general contractor, for any loss, damage, or destruction of goods, or for any damage of any nature to TIM '17 by reason of the failure to provide space for any exhibit and/or for the delivery or removal of the exhibit.

12. Failure to Hold Exposition. Exhibitor is responsible for total space fees upon cancellation by Exhibitor irrespective of the reason, if an exhibit fails to arrive irrespective of the reason, and/or upon cancellation of TIM '17 by Management, in whole or in part, as the result of any Force Majeure reason or any other reason of any kind whatsoever not reasonably within Management's control.

13. Indemnification and Insurance. Exhibitor agrees to indemnify and hold harmless Management, the exposition facility and sponsors from and against any and all claims, losses, liabilities, actions, suits, demands, damages, costs and expenses (including, without limitation, reasonable attorney's fees and costs), made by anyone including but not limited to Exhibitor's employees (including booth personnel), TIM '17 attendees and/or other exhibitors arising out of or relating to Exhibitor's occupancy or use of the exhibit space including any alleged personal and/or economic injury caused or allegedly caused by attending or working at TIM '17, Exhibitor's machinery, exhibit and/or activities at Exhibitor's booth, any breach of these rules, and/or any alleged wrongful acts, omission, or negligence of Exhibitor or its agents or employees. Exhibitor agrees to maintain, at its sole cost, adequate insurance to fully protect Management, TIM '17 sponsors, and the exposition facility from any and all claims arising from Exhibitor activities and Indemnity obligations. Exhibitor acknowledges that neither Management nor the exposition facility maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

14. Limitation of Liability. Exhibitor waives and agrees to make no claim for any reason whatsoever against TIM, Detroit Regional Convention Facility Authority, COBO Center, City of Detroit, and/or State of Michigan, for loss, theft, damage, or destruction of goods; or for any injury to Exhibitor or its employees while in the exposition complex; or for any damage of any nature, including damage to their business by reason of failure to provide space for their exhibit; or for any action of any nature of TIM, Detroit Regional Convention Facility Authority, COBO Center, City of Detroit, and/or State of Michigan, for failure to hold the show as scheduled, or any other claim as it relates to TIM '17.

15. Material Movement from Premises. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the exposition complex before conclusion of the dismantling period as specified by Management.

16. Payment Default. Any Exhibitor failing to pay exhibit space fees called for in the Contract on or before the due date for such payment shall be deemed to be in default and shall be deemed to have cancelled its participation in subject to the obligations. In such event, and without further notice to Exhibitor, Management shall have the right to use the space assigned to Exhibitor to suit its own convenience, including

assigning all or a portion of such space to another Exhibitor. Management assumes no responsibility for inclusion of the canceled Exhibitor or descriptions of their products on www.timdetroit.com, in the show directory, brochures, news releases, or other materials.

17. Exhibit Standards. Exhibitor agrees that their exhibit shall be admitted and shall remain from day to day solely on strict compliance with the exposition rules and regulations. Management reserves the right, in its sole discretion, to (a) reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or Exhibitor's representatives, (b) require questionable exhibits to be modified, and/or (c) interpret and remove from the exposition any program materials, advertising or literature that it deems would be in bad taste if displayed. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, the Cancellation of Participation/Space Reduction policy would be applied (see #6).

18. Installation and Dismantle Labor. On behalf of Exhibitor, Management and the exposition facility may designate official contractors to provide certain services such as: installation and dismantling, material handling, furniture, booth and floor decorations, signs, photographs, telephone services, etc. Official contractors and rates will be listed in the Show Rules. Management assumes no responsibility or liability for any of the services performed or materials delivered by the official contractors or other parties. Arrangements for these services and payments are to be made between Exhibitor and the official contractors. Rules and regulations for union labor are made by the local unions and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, Exhibitor agrees to comply with the regulations.

19. Force Majeure. If Management is unable to perform its obligations hereunder due to acts of God or nature, labor arrest or strike, acts of foreign or domestic terrorism, outbreak of disease, or other cause or condition beyond its reasonable control making it illegal, inadvisable, commercially impracticable or impossible to perform, Management shall be excused from its obligations hereunder provided: (i) it provides Exhibitor reasonable notice of such cause or condition; and (ii) if, upon the removal of such cause or condition, the objectives of this Contract may be accomplished at a reasonable time and location as solely determined by TIM, Exhibitor shall promptly resume its performance hereunder.

20. Amendment to Show Rules. Management shall have the full right and power to interpret, amend and add terms, conditions, rules and regulations as Management in its sole discretion deems necessary for the general operation and success of TIM '17 and any such changes so made shall be binding on Exhibitor equally with the stated Show Rules without any notice.

21. Agreements to Rules. Exhibitor, on behalf of itself and its employees, agrees to abide by foregoing rules and by any amendments hereafter put into effect by Management.



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