

Contract for Exhibit Space

The Car Wash Show™ 2012

May 7-9, 2012 • Sands Expo and Convention Center • Las Vegas, NV

Important:

- * Please retain a copy of this completed and signed form.
- * Thoroughly review Exhibit Rules & Regulations along with this form.
- * Contracts received before **November 7, 2011**, require a 20% deposit.
- * Contracts received between **November 7, 2011**, and **February 29, 2012**, require a deposit of 70% of total booth cost.
- * Contracts received after **February 29, 2012**, require 100% payment.
- * Exhibits will not be permitted to be installed unless all obligations to the International Carwash Association® are paid in full. See "Payment Schedule" (Item #3 in the Rules & Regulations).

1. Company Information

Intended for publication.

Company Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ Ext.: _____

Fax: _____

Web Address: _____

Not intended for publication, but for all future correspondence including booth confirmation and Exhibitor Services Manual.

Contact: _____

Title: _____

E-mail: _____

2. Booth Selection

A. Type of booth space preferred (check one): In-line Island Peninsula Perimeter

B. We request exhibit space measuring _____ X _____ = _____
Foot deep Foot wide Total sq. ft.

C. Booth Space Pricing:

International Carwash Association® Members:

On or before Sept. 30, 2011
_____ sq. ft. of booth space @ \$19.25 per sq. ft. = \$ _____

Oct. 1, 2011 – Feb. 29, 2012
_____ sq. ft. of booth space @ \$19.75 per sq. ft. = \$ _____

March 1, 2012, and after
_____ sq. ft. of booth space @ \$20.25 per sq. ft. = \$ _____

Non-members:

On or before Sept. 30, 2011
_____ sq. ft. of booth space @ \$24.95 per sq. ft. = \$ _____

Oct. 1, 2011 – Feb. 29, 2012
_____ sq. ft. of booth space @ \$25.45 per sq. ft. = \$ _____

March 1, 2012, and after
_____ sq. ft. of booth space @ \$25.95 per sq. ft. = \$ _____

\$250 premium charge per 10' x 10' for in-line booths in reserved area:

In-line booth-only section: \$250 per 10' x 10' _____ = \$ _____

D. Our booth number preferences are (see floorplan):

1st _____ 3rd _____

2nd _____ 4th _____

E. We do not want to be next to or directly across the aisle from the following competitors:

1st _____ 3rd _____

2nd _____ 4th _____

3. Products to Be Exhibited

Please check the equipment/products/services you plan to exhibit from the list provided below. If you do not see a category that adequately describes your product or service, please check the "Other" category.

- | | | |
|---|---|--|
| <input type="checkbox"/> Cashier/Point of Sale Technology | <input type="checkbox"/> Merchandise | <input type="checkbox"/> Water Reclaim/Treatment |
| <input type="checkbox"/> Chemicals | <input type="checkbox"/> Professional Services | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Detailing/Automotive Services | <input type="checkbox"/> Equipment Accessories and Supplies | _____ |
| <input type="checkbox"/> Facilities | <input type="checkbox"/> Washing/Drying/Cleaning Equipment | _____ |

4. Communication Consent

NOTE: By checking this box and with my signature below, the organization listed above and I authorize fax, e-mail, telephone, wire and any other electronic or digital communication, including but not limited to advertisements, related to The Car Wash Show sent by or on behalf of The International Carwash Association.

Signature: _____

5. Payment

CONTRACT WILL NOT BE PROCESSED WITHOUT APPROPRIATE DEPOSIT.
SEE BELOW FOR PAYMENT SCHEDULE.

Check (payable to International Carwash Association) Visa MasterCard AMEX
NOTE: By submitting this credit card, you authorize the International Carwash Association to charge your card for following payments if not received by the stated payment schedule.

Amount Paid: \$ _____

Credit Card Acct. #: _____ Exp: _____

Name on Card: _____

Signature: _____

6. Payment Schedule

- * First payment of 20% with contract (non-refundable).
- * Second payment of 50% due by **November 7, 2011**.
- * Final payment of 30% due by **February 29, 2012**.

7. Acceptance — Unsigned Contracts Will Not Be Accepted

I, the duly authorized representative of the undersigned company, on behalf of said company subscribe and agree to all terms, conditions, authorizations and covenants obtained in this Contract and the Rules & Regulations governing The Car Wash Show.

Signature: _____ Date: _____

NOTE: By returning this contract with your name typed in the "Signature" boxes, or including your electronic signature, you are entering into a binding contract and are agreeing to the Rules & Regulations that are attached to the Exhibit Space Contract.

FIRST CLASS MAIL OR FAX TO:

International Carwash Association
8320 Solutions Center
Chicago, IL 60677

Questions? Contact: Carrie North
Tel: +1 312.673.5724
Fax: +1 312.245.1085
E-mail: cnorth@carwash.org

The Car Wash Show™ 2012 Rules & Regulations

All Exhibitors displaying at The Car Wash Show™ 2012, presented by the International Carwash Association®, to be held May 7-9, 2012, at the Sands Expo and Convention Center are required to make application, execute contract for space, and subscribe to the following official Rules & Regulations. The Association reserves the right to change and modify the Rules & Regulations at any time.

1. Eligible Exhibits

The International Carwash Association reserves the right to determine the eligibility of any company for inclusion in The Car Wash Show™ 2012.

2. Exhibit Fees

* On or before September 30, 2011

Member rate is: \$19.25 per sq. ft.
Non-member rate is: \$24.95 per sq. ft.

* October 1, 2011 – February 29, 2012

Member rate is: \$19.75 per sq. ft.
Non-member rate is: \$25.45 per sq. ft.

* March 1, 2012, and after

Member rate is: \$20.25 per sq. ft.
Non-member rate is: \$25.95 per sq. ft.

\$250 premium charge per 10' x 10' for inline booths in reserved area

* TO QUALIFY FOR THE INTERNATIONAL CARWASH ASSOCIATION MEMBER RATE, YOU MUST BE A VENDOR MEMBER OF THE ASSOCIATION FOR THE 2012 CALENDAR YEAR. IF YOUR MEMBERSHIP FOR THE 2012 CALENDAR YEAR IS NOT RENEWED AND PAID IN FULL BY FEBRUARY 29, 2012, YOUR EXHIBIT SPACE RATE WILL BE CHANGED TO REFLECT THE NON-MEMBER RATE. FOR INFORMATION ON INTERNATIONAL CARWASH ASSOCIATION MEMBERSHIP PLEASE CALL +1 888-422-8422 OR VISIT www.carwash.org.

3. Payment Schedule

* First payment of 20% with application (non-refundable).

* Second payment of 50% due by November 7, 2011.

* Final payment of 30% due by February 29, 2012.

(a) Any Exhibitor whose second payment is not received by November 7, 2011, will be subject to a penalty charge of 5% of the total value of their booth space.

(b) Any Exhibitor whose third payment is not received by February 29, 2012, will be subject to an additional penalty charge of 5% of the total value of their booth space. If an Exhibitor is late on both payments, they will be assessed a total late fee charge of 10% of the total value of their booth space. These late fee charges are considered part of your booth fees, and move-in will not be allowed until all payments, fees and dues are made in full to the International Carwash Association. Applications that are received two (2) weeks prior to a schedule deadline date will be exempt from the late fee charge of that deadline date.

* Failure to pay may result in loss of booth space subject to show management decision.

4. Cancellation of Exhibit Space

An Exhibitor may cancel or withdraw from The Car Wash Show subject to the following conditions:

* In the event that said notice is received by the International Carwash Association on or before November 7, 2011, the Exhibitor shall be obligated and agrees to pay the 20% cancellation fee.

* In the event that said notice is received after November 7, 2011, but on or before February 29, 2012, the Exhibitor shall be obligated and agrees to pay a cancellation fee of 70% of contract value.

* In the event that said notice is received after February 29, 2012, the Exhibitor shall be obligated and agrees to pay 100% of the contract value.

* In the event of cancellation, the Association shall have the right to use said space to suit its own convenience, including selling space to another Exhibitor without any rebate or allowance to the canceled Exhibitor.

Note: Refunds will not be issued under any circumstances for Exhibitors who reduce booth space. The Association assumes no responsibility for having included the name of the canceled Exhibitor or description of its products in the show catalog, brochures, news releases or other materials concerning the show.

Any cancellation of booth space will result in loss of priority points for said space.

5. Assignment of Space

Space will not be assigned without appropriate deposit. Initial booth assignments were made during Car Care World Expo 2011 in Las Vegas based on priority points. All other assignments will be made on a "first-come, first-served" basis. The preferences for booth space location are for guidance and are not guaranteed. The International Carwash Association does not represent that any space will be available to any applicant. If space is not available, a waiting list will be developed in the order of the date of receipt by the International Carwash Association of each completed Application & Contract for Exhibit Space. The Association will refund all payments received with Application & Contract for Exhibit Space to any applicant for whom space is not available.

Point allocation will be as follows:

1 point – for each 100 square feet of exhibit space reserved from the prior Car Care World Expo.

1 point – for each Car Care World Expo the exhibiting company has participated in in the past ten years.

1 point – for every \$3,000 in sponsorships purchased from the prior Car Care World Expo.

6. Installation and Dismantling

Exhibits will have reasonable time to erect and dismantle their exhibits, which will be specified in the Exhibitor Service Manual.

Move in: May 3-6, 2012

Show: May 7-9, 2012

Move out: May 10-11, 2012

7. Children in the Exhibit Hall

All children (minors under the age of 18) shall be allowed on the show floor during regular show hours provided they are accompanied by a parent or guardian. It shall be the responsibility of the parent/guardian to supervise their children at all times. Children will not be permitted on the show floor during move-in and move-out times.

8. Arrangement of Exhibits

Exhibitors will be bound by the booth rules which will be included in the Exhibitor Services Manual (see Section #10). Exhibitors who manufacture products which cannot be properly displayed within the rules are subject to exemption at the sole discretion of Show Management. The maximum booth height is 20 feet from the floor to the top of sign or booth structure for island booths only.

9. Exhibitor's Authorized Representative

Each exhibitor must have at least one person to be its representative in connection with installation, operation and removal of exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor shall be responsible, and Exhibitor assumes responsibility for such representative being in attendance throughout all show periods. The International Carwash Association disclaims any and all responsibility for Exhibitor's booth and/or equipment if the above rule is not adhered to. Exhibitors and their representatives will be required to wear badges throughout the show. Each Exhibitor will furnish Show Management with the names of its representatives.

10. Exhibitor Services Manual

The International Carwash Association Exhibitor Services Manual will be e-mailed to the contact name provided by the Exhibitor who will be in charge of the Exhibitor's booth, approximately three months prior to the show. Show Management will select certain firms as official contractors for Exhibitor services. These contractors will be selected on the basis of proper rates for their services and their ability to meet Exhibitor requirements. The manual will contain their names and information pertaining to their services and order forms for all services.

11. Attendant in Exhibit Booth & Early Breakdown Regulations

Each Exhibitor must keep at least one attendant working in its booth at all times during official show hours. The International Carwash Association reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interest of exhibitors and the exhibition. In addition, Exhibitors may not dismantle any portion of their booth(s) prior to the official dismantle period. Exhibitors who violate this rule will be penalized in the following manner:

* Initial Infraction – first year: Written warning and the loss of 1 priority point.

* Second Infraction – second consecutive year: If an Exhibitor is found to be in violation of this rule, the Exhibitor will be fined the amount equivalent to a 10' x 10' space and the loss of 1 priority point.

All fines must be paid in full before a booth assignment will be made for the next year's show. Please note: Interpretation of violations are at the sole discretion of Show Management.

12. Sales, Soliciting, Samples, Costumes and Giveaways

Exhibitors shall not solicit business in aisles or in booths other than their own. Exhibitor representatives wearing distinctive costumes or uniforms or carrying signs or banners separately or as part of their apparel may only appear in their own booths. Samples, catalogs, pamphlets, publications, etc., may be distributed by Exhibitors only from within their own booths. The International Carwash Association reserves the right to exclude any giveaways or samples during the week of The Car Wash Show. Robots or mechanical apparatus are prohibited from being used outside of each Exhibitor's own booth. The Association reserves the right to restrict any giveaways from the show floor that are in bad taste or are considered offensive. If Exhibitors wish to distribute food samples from their booth, they must obtain pre-approval from Show Management. The International Carwash Association provides display space for companies to exhibit and demonstrate products and services on the basis of their potential informational and commercial value, and not for the purpose of selling on the exhibit floor.

All giveaways, raffles, sales, etc., must comply with all local and state laws and regulations.

13. Promotion or Sales Schemes

Canvassing or attempting to make sales in the Exhibit Hall by anyone representing or connected with a non-Exhibitor is strictly forbidden and any person doing so will be promptly ejected. Exhibitors agree that they will not exhibit or display their equipment and/or products and services in any other location, besides their own space in the Exhibit Hall, during the period of The Car Wash Show.

14. Sound Devices

The use of devices for mechanical reproduction of sound or music shall not be permitted unless approved by management in writing. Music, whether mechanical, vocal or instrumental, shall not be permitted in the Exhibit Hall except at those times specified by Show Management. In general, the employment of any method to project sound beyond the confines of any Exhibitor's booth is prohibited. Exhibitors must police their own booths to ensure noise levels from demonstrations, machinery, blowers, vacuums, music or any noise device does not disturb neighboring Exhibitors. Please note: Exhibitors whose demonstrations, machinery, blowers, vacuums, music or any noise device reaches a level above 80 dba will be required to turn down noise device or limit use of device. After initial warning regarding booth noise, Show Management reserves the right to levy a maximum fine of \$250. After the third warning, Show Management reserves the right to disconnect or remove noise-making device.

15. Photography

Picture taking other than by official International Carwash Association photographers is prohibited during set-up, dismantle, exhibition hours and non-exhibition hours. Only the exhibitor may grant permission to have their exhibit and/or products photographed.

16. Lighting

The International Carwash Association may restrict the use of irregular lighting effects.

17. Safety, Fire and Health

The Exhibitor assumes all responsibility for compliance with local, city, state and Show Management safety, fire and health rules and regulations ordinances covering installation and operation of equipment. All display or exhibit materials and equipment must be reasonably located and protected by safety barrier guards and fire-protection to prevent fire hazards and personal accidents to spectators, Exhibitors, Attendees or any personnel in the Exhibit Hall.

All Exhibitors are required to have easily accessible power disconnect/stop devices on any operating and moving machinery in their exhibit booth that is accessible by or may come in contact with attendees. At least one booth staffer must be assigned to the

disconnect or stop device whenever machinery is being operated. At the discretion of Show Management, Exhibitors may be required to move or modify their disconnect or stop device, or they shall be disallowed from operating machinery during show hours.

No machinery or equipment, whether moving or stationary, may hang into the common aisles.

18. Care of Building

Exhibitors are liable for any damage caused by fastening displays or fixtures to the building floors, walls or columns, or to standard booth equipment or for damage caused in any other manner. Exhibitors may not apply paint, lacquer, adhesives or any other coating to building columns, floors or standard booth equipment.

19. Liability

Neither the International Carwash Association, SmithBucklin, their employees, volunteers, staff and agents, nor the Exhibit Hall nor its representatives and employees are responsible for any injury, loss or damage that may occur to the Exhibitor, or to the Exhibitor's employees, visitors or anyone on the show floor, or property from any cause prior to, during, or subsequent to the period covered by the exhibit contract; and the Exhibitor signing this contract expressly releases all of the aforesaid from, and agrees to indemnify and hold harmless them and each of them against any and all claims for such loss, damage or injury. It is the Exhibitor's sole responsibility to take all precautions necessary to prevent injury to persons and property as a result of their exhibit.

Every reasonable precaution will be taken to protect property during installation, show and removal period. Neither the International Carwash Association, SmithBucklin, their employees, agents, representatives, the management service contractors nor the management of the convention site are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism or other cause.

20. Unforeseen Situations

If for any reason beyond the International Carwash Association's control, The Car Wash Show must be cancelled, shortened, delayed or otherwise changed including, but not limited to acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or war in the United States that makes it illegal or impossible for the hotel to hold the event, Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of the Association, its directors, officers, employees or agents. Exhibitor understands that it may lose all monies it has paid to the Association for space in the Expo, as well as other costs and expenses it has incurred, including travel to the show, setup, lodge, freight, employee wages, etc.

Exhibitor agrees to indemnify and hold harmless the Association from any and all loss, which Exhibitor may suffer as a result of changes to the show caused in whole or in part by any reason outside the Association's control and releases the Association, its directors, officers and employees and/or agents from any and all claims, including but not limited to lost profits, out of pocket costs and consequential damages.

21. Alcoholic Beverages

The serving or drinking of alcoholic beverages by Exhibitors in any part of the exhibit area is strictly prohibited.

22. Insurance

All property of Exhibitor is understood to remain under his/her custody and control in transit to or from or within the confines of the Exhibit Hall. Subject to the rules and regulations, Exhibitors are advised to carry floater insurance to cover exhibit material against injury to the person and property of others. Show Management will carry public liability insurance for injury to visitors, Exhibitors, Attendees, and their agents and employees. Exhibitor's employees are not covered when on space rented by Exhibitor.

23. Auxiliary Events at The Car Wash Show

Exhibitors expressly agree not to hold any activity that creates a material adverse effect on attendance of badged, non-exhibitor personnel during The Car Wash Show hours and scheduled events. If clarification is needed on a specific activity, please submit to Show Management for approval.

24. Exhibitor's Use of Space

In compliance with this contract, the Exhibitor agrees not to assign, sublet or apportion space, or any part thereof allotted to it, without prior written consent of the show management. Further, the Exhibitor agrees not to exhibit, advertise, or offer for sale goods other than manufactured or sold by it in the regular course of business. No Exhibitor may display his products or conduct business for his company outside the confines of his assigned booth space in the Exhibit Hall. Exhibitors who violate this rule will be penalized in the following manner: Initial Infraction: Written warning and potential exhibit removal by the close of the show day. Removal of exhibit subject to the discretion and sole judgment of Show Management, whose decision is final and binding. Second Infraction: If an Exhibitor is found to be in continual violation of this rule, Exhibitor will be fined the amount equivalent to a 10x10' space. All fines must be paid in full before a booth assignment will be made for the next year's show. The use of materials in any form and/or equipment of non-exhibiting companies is prohibited. Exhibitors requiring materials or equipment in their exhibits which they do not produce must select such materials from one of the other participating Exhibitors.

25. General

Show Management reserves the right to restrict exhibits which become objectionable or unsafe in the opinion of Show Management. This includes persons, things, conduct, printed matter or anything of a character which is objectionable. All matters and questions not covered by these Rules & Regulations are subject to the decision of Show Management. These Rules & Regulations may be amended by the International Carwash Association from time to time and the amendments shall take effect upon publication and notice to Exhibitors.

THE INTERNATIONAL CARWASH ASSOCIATION RESERVES THE RIGHT TO EXPEL AND EJECT ANY EXHIBITOR FOR CONDUCT DETRIMENTAL TO THE CAR WASH SHOW, IN THE INTERNATIONAL CARWASH ASSOCIATION'S SOLE JUDGEMENT, WHOSE DECISION SHALL BE BINDING UPON THE EXHIBITOR. LIKEWISE, THE INTERNATIONAL CARWASH ASSOCIATION SHALL HAVE THE RIGHT TO LEVY FINES AGAINST EXHIBITORS WHO VIOLATE THE ABOVE RULES IN A MONETARY SUM UP TO \$2,500 AND RESERVES THE RIGHT TO EJECT THE EXHIBITOR IN ADDITION TO THE ASSESSMENT OF THE FINE.