

2ND ANNUAL RIDE TO THE RIVER MOTORCYCLE RALLY
at APACHE PASS
September 28, 29, 2007

Dear Exhibitor:

Enclosed is a copy of the Vendor/Exhibitor package for the 2007 2nd Annual Ride To The River Rally. Please read "Attachment A" carefully. The Rally will be held at Apache Pass, near Rockdale, TX, on September 28-29, 2007.

The Rally officially opens at 8:00 a.m. on Friday, September 28, 2007. Vendors and exhibitors are expected to be opened for business by 9:00 a.m. Friday and not move out until after the rally ends Saturday night. Vendor check-in and set up time is from Noon until 9:00 p.m. on Thursday, September 27, unless otherwise instructed by Rally officials.

We will be assigning vendor space as payments are received. Once your full payment has been received, we will be happy to discuss booth location assignment with you.

Return your completed and signed application along with payment in full.

Feel free to contact Kevan at 866-300-6370, email: apachepass2@tex1.net for any questions you may have.

We are looking forward to a great Rally in September and hope that you are able to join us.

Thank you,

Ride To The River Officers and Staff

2ND ANNUAL RIDE TO THE RIVER MOTORCYCLE RALLY

2007 EXHIBIT SPACE RENTAL AGREEMENT- (NON FOOD)

Exhibit Days: September 28 and 29, 2007

Apache Pass—FM 908; 8 miles NW of Rockdale, TX

Instructions:

1. Complete sections 1-5 of this agreement. Keep a copy for your records.
2. Return completed agreement with your check made payable to:
Riverside Productions, L.P.
3. Mail to: Riverside Productions, L.P.
Vendor Registration
1097 CR 428
Rockdale, TX 76567

NO FAXES OR PHONE ORDERS WILL BE ACCEPTED!

PLEASE TYPE OR PRINT LEGIBLY

1. COMPANY INFORMATION

Legal Name of Company: _____

Company Display Name: _____

Contact Name : _____

(All correspondence, gate passes, etc will go to the person above at the address below)

Address : _____

City: _____ State: _____ Zip: _____

Telephone: () _____ Cell: () _____ Fax:() _____

Email Address: _____ Website: _____

Current Texas Sales Tax ID # (required!) _____

2. SPACE REQUEST

Each booth space is 20'X20' and will be assigned on a "first reservation" basis. Site is free standing on grassy area with water and electricity available. Generators are permitted.

Vendor supplies female plug and pigtail for electricity. You must provide your own extension cords, and do not string them where they pose a safety hazard to foot traffic. Running water is available but is not piped to vendor spaces.

If you will need more than basic electricity for your booth, please state your requirements:

A Non-refundable application fee of \$50 per booth is included in your fee.

Number of 20'X20' Booths Requested: _____
Booth Fee @ \$200 Each With NO Electricity \$ _____
Booth Fee @ \$250 Each With Electricity \$ _____

Total Due: \$ _____

3. BILLING INSTRUCTIONS

If you wish to pay for your space by credit card instead of by check, you may do so. A fee of \$3.95 will be added to each transaction. No additional charges will be applied to your account without prior notice to you.

Check or Money Order **(Made payable to Riverside Productions, L.P.)**

Master Card VISA Discover

Credit Card # _____

CVV# (required) ((THE LAST 3 DIGITS OF THE CARD # PRINTED IN THE SIGNATURE SPACE ON THE BACK OF THE CARD)) _____

Expiration Date ____/____/____

Cardholder Name _____

Cardholder Billing Address _____

City _____ State _____ Zip _____

Signature _____

FOR RALLY MANAGEMENT ONLY

Vendor Name: _____

Paid \$ _____ Received ____/____/____ Payment Method: _____

Proof of TX Sales Tax No. Received ____/____/____

Proof of Insurance Received ____/____/____ _____

Application Accepted by: _____ Date Accepted ____/____/____

4. PRODUCTS YOUR COMPANY PLANS TO VEND

Please check all that apply regarding the product line you will be vending in your booth.

- LED Pin Striping Bikes/Trikes/ATVs/Autos Bike Accessories/Installation
 Bike Service/Repair Trailers/RVs Leather Patches/pins T-shirts
 Jewelry Sunglasses Apparel/Accessories Tobacco Tattoos/Piercing
 Photography/Art Charitable Organizations Professional Services
 Other – please specify:
-
-

5. READ AND SIGN HERE

Merchandise Restrictions

Ride To The River Rally has the exclusive right to display, license, sell and merchandise all event novelties (t-shirts, ride pins, etc.). Ride To The River does not license our Rally Logo, our trademarked names, initials or copyrighted art work on any merchandise items at the Rally or elsewhere. Merchandise designed to be passed off as event merchandise (use of Apache Pass, “Downtown Texas”, Rally dates, event name, trademarks, etc.) or which has this effect will not be permitted. No signage may be displayed in vending space reading “Official Rally Merchandise”, “Rally Merchandise”, “Rally T-shirts”, “Event T-shirts” or any similar language advertising the sale of event merchandise. Anyone using our name, corporate trademark, or offering RTTR or Apache Pass merchandise for sale will be escorted off the premises and the illegal merchandise will be confiscated as evidence.

RTTR further has the right to inspect, approve, reject or otherwise control the display, promotion, sale or other merchandising of products or services by Exhibitor at the event in its sole discretion. Any products or services rejected by RTTR must be immediately removed from the event premises and may be removed by RTTR if this does not occur. Illegal drugs and drug paraphernalia, weapons, merchandise containing racial slurs, manufactured or copyright infringements, obscenities, sexually explicit materials or other offensive or detrimental matter will not be permitted and will be confiscated and not returned.

Exhibitor, for itself, its directors, officers, employees, agent, representatives, servants, licensees, invitees, patrons, guests, or contractors and their personal representatives, assigns, heirs and next of kin (herein referred to as “Exhibitor”) hereby releases, waives, discharges and covenants not to sue the Ride To The River Rally, its directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests or contractors (herein referred to as “Releasees”) and each of them, from all liability to Exhibitor for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting death of Exhibitor arising out of or relating to the Ride To The River Rally, whether caused by the negligence of the Releasees or otherwise.

Exhibitor hereby agrees to indemnify, save and hold harmless the Releasees and each of them from and against any loss, liability, damage, or cost Releasees may incur from any and all claims, demands, actions, causes of action, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorneys’ fees) including but not limited to injury to or any death of persons, and damage to and loss of property which are caused by, arise from or grow out of the acts or omissions of Exhibitor incident to the Ride To The River Rally, or from any breach by Exhibitor of any term or condition of this Agreement.

Initial Here

Exhibitor hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Ride To The River Rally, whether caused by the negligence of Releasees or otherwise.

Exhibitor hereby agrees that this Release and Waiver, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

We, the undersigned, do hereby apply for the reservation of vending space in the Ride To The River Rally, September 28 and 29, 2007. When executed by both parties to this agreement, this shall constitute a binding agreement between the parties wherein Ride To The River Rally agrees to rent to the undersigned Exhibitor and the undersigned Exhibitor agrees to rent from the Ride To The River Rally the vending space as more fully described in Sections 1 through 4 of this Agreement.

We have read and agree to abide by the “Vendor Rules and Regulations”, which are set forth in Attachment “A” and made a part of this agreement by reference and fully incorporated herein. Ride To The River Rally may adopt additional rules and regulations. We understand this agreement shall be legally binding between Ride To The River Rally and the Exhibitor upon acceptance in writing by Ride To The River Rally Staff.

Authorized Signature: _____ Date _____

_____ Title _____

Name (Type or Print)

Accepted by Ride To The River Rally Representative:

Authorized Signature: _____ Date _____

Gate Passes: (Please read carefully)

Each vendor will get a minimum of 2 gate passes and up to a maximum of 8 depending on the number of spaces purchased. If multiple spaces are purchased 2 additional gate passes are available for each additional space, up to a total of 8 gate passes. Do not give the passes out to your friends, relatives, or favorite customers, as everyone working in your space will need a gate pass. If you have a different person working each of the 2 days, you will need 2 gate passes, one for each worker. You and everyone who accompanies you to the Rally must have a gate pass. If there are more people in your entourage than you have gate passes for, they will need to purchase a gate pass at the regular price, either before pre-registration closes on September 10, (obtain pre-registration form on web site: www.apachepass.com) or at the on-site registration area on Rally day. Please do NOT include payment for additional gate passes with your vendor space application. Your pre-registration, with separate form of payment, can be mailed to us along with your vendor application.

No Sublet:

Regardless of which kind of vendor space you choose, you may not sublet any part of it to any person who has not already registered to be a vendor at this event.

Force Majeure:

In the event that the Rally must be cancelled or rescheduled due to circumstances beyond our control, Booth/Exhibitor reservations and fees will be applied to such alternative date as determined by the Rally. No refunds will be given in such cases.

Cancellations/Refunds:

Cancellation of all or a portion of any exhibit space must be made to the Rally in writing.

If written notification is received before August 15, 2007, the Rally will refund your vendor fee.

If written notification is received after August 15 and before August 25, 2007, the Rally will retain the \$50 application fee and refund the remaining rental cost. No refunds will be made after August 25, 2007. If your application is rejected for any reason a full refund will be issued.

Eligibility:

Rally Management reserves the right to determine eligibility of Exhibitor for inclusion in the Rally prior to, or after, execution of the Agreement.

Products Displayed:

Exhibitor agrees to advertise or display only such products that are intended for and generally used in a manner that conform to State, Federal, or other applicable laws or regulations. No other products can be displayed. Exhibitor shall not have in its booth any product or display or distribute advertisements for a product that infringes upon the registered trademark, copyright or patent of another company. The description must be sufficiently specific to allow Rally Management to identify such products or materials without difficulty. Rally Management reserves the right to determine eligibility of Exhibitor for inclusion in the Rally prior to, or after, execution of the Agreement. Ride To The River Rally has the exclusive right to display, license, sell and merchandise all event novelties (t-shirts, ride pins, etc.) Ride To The River further has the right to inspect, approve, reject or otherwise control the display, promotion, sale or other merchandising of products or services by Exhibitor at the event in its sole discretion. Any products or services rejected by Rally Management must be immediately removed from the event premises and may be removed by Ride To The River if this does not occur.

Ride To The River Rally policy prohibits the selling of sexually explicit material, items with obscenities or profanity, illegal drugs and drug paraphernalia, weapons, merchandise containing racial slurs, manufactured or copyright infringements, obscenities or other offensive or other detrimental matter. Any such merchandise or displayed matter will be confiscated and not returned. Merchandise designed to be passed off as event merchandise (use of Apache Pass, "Downtown Texas", date, event name, trademarks, etc.) or which has this effect will not be permitted. No signage may be displayed in Exhibitor space reading "Official Rally Merchandise", "Rally Merchandise", "Rally T-shirts", "Event T-Shirts", or any similar language advertising the sale of event

merchandise. Ride To The River is a trademark of Ride To The River Rally. Any vendor selling merchandise that infringes on these trademarks may be asked to leave immediately and will be subject to legal recourse.

Rally Management will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products that are in violation of these Exhibitor Regulations or any other reason.

Move-In:

All displays must be in place by 10:00 p.m. on move-in day. Any space not claimed and setup by 8:00 a.m. on Friday, September 28, 2007, may be resold or reassigned by Rally Management without obligation on the part of Rally Management for any refund whatsoever.

Move-Out:

Vendor/Concessionaire/Exhibitor shall not initiate teardown or abandon exhibit prior to the official Rally closing time on the final Rally day. Exhibitor personnel should remain in the contracted exhibit space until display materials are secured. Rally Management assumes no responsibility for exhibit material.

Operation and Conduct:

Exhibit Obstructions: Exhibitors are not allowed to obstruct the view, which occasion injury or adversely affect the displays of other Exhibitors/Vendor/Concessionaires.

Exhibit Personnel: Attendants, models, and other employees must confine their activities to the contracted exhibit space. Exhibitor personnel and representatives may not enter the exhibit space of another Vendor/Concessionaire/Exhibitor and at no time may anyone enter an exhibit space that is not staffed. Violators may be ejected from the Rally.

Damages: Exhibitor shall yield the exhibit area back to Rally Management at the conclusion of the Rally in good condition and repair, ordinary wear and tear accepted. All trash in exhibit area shall be picked up and properly placed into trash receptacles. Any costs incurred by the Rally Management to restore the exhibit areas to its condition prior to the show, including but not limited to removal of signs and other things not removed by Exhibitor shall be the responsibility of Exhibitor.

Advertising: Exhibitor shall not, without the written consent of Rally Management, distribute, or permit to be distributed, any advertising matter, literature, souvenir items or promotional materials in or about the exhibit areas except from its own allotted exhibit space. Exhibitor shall not post or exhibit any signs, advertisements, show bills, lithograph posters or cards of any description on any part of the premises of the Rally, except within the Exhibitor's booth space and upon such space as is made available for such purposes by the Rally.

Food and Beverage: Alcoholic beverages may not be served within a Exhibitor's exhibit space. Alcoholic beverages may not be served during exhibit set-up or teardown under any conditions. Preparation of food within the contracted exhibit space is prohibited unless a permit has been obtained through Rally Management.

Violations:

The Exhibitor shall be bound by the rules and regulations set forth herein, and by such additional rules and regulations which may be established by the Rally Management including, but not limited to, those contained within the Exhibitor Rules and Regulations. Rally Management shall enforce all Rally rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of Rally Management.

Any violation by the Exhibitor of any of the terms and conditions herein shall subject Exhibitor to cancellation of the Agreement to occupy exhibit space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Rally Management shall have the right to take possession of the Exhibitor's space, remove all persons and properties of the Exhibitor and hold the Exhibitor accountable for all risks and expenses incurred in such removal.

Compliance With Laws:

Laws and Ordinances: Exhibitor agrees to comply with and be bound by all laws of the United States and the State of Texas, and all ordinances of Milam County and wherever applicable, all rules and regulations of the

Sheriff's Department, Fire Departments, Health Department and those policies and criteria which have been established by the Rally for use of the exhibit areas.

Fire Regulations/Fire Proofing/Codes: Exhibitor must conform to all standard fire codes and rules of the Rally. Combustible materials or explosives are not permitted in or around the exhibit areas without written permission from Rally Management.

Electrical: Electrical equipment and wiring require evidence of testing and approval by a nationally recognized testing laboratory.

Inspection: All displays will be subject to inspection during set-up days and any Exhibitor deviating from the regulations must make modifications to its exhibit at Exhibitor's expense prior to Rally opening.

Access Control:

Rally Management shall not be held responsible for the loss of any material by any cause and urges the Exhibitor to exercise normal precautions to discourage loss due to theft or any other cause. Rally Management assumes no responsibility for goods delivered to the exhibit areas, or for materials left in the exhibit areas at any time. Exhibitors are required to insure exhibit property against loss or theft.

Disruption of Show:

In the event the Rally is interrupted or cancelled for any reason, Rally Management at its option may return a portion of the amount paid for space after deduction of any amounts necessary to cover expenses incurred by Rally Management in connection with the Rally.

Such expenses shall include, but not be limited to all expenses incurred by Rally Management as a result of contracts with third parties for the provision of services or products incidental to the Rally, including all out of pocket expenses incurred by Rally Management incident to the Rally, and all overhead expenses of Rally Management attributable to the production of the Rally.

No monies shall be returned should Rally Management change the dates or location of the Rally, but Exhibitor will be assigned space, which Exhibitor agrees to use under these same rules and regulations. Rally Management shall not be financially liable in the event the Rally is interrupted, cancelled, moved or dates changed.

Indemnity:

The Exhibitor is responsible for any and all demands on account of any injury or death, or damage to property occurring in or upon any portion of the Rally leased or used by Exhibitor which are caused by acts or omissions of Exhibitor, or its employees, representatives, servants, agents, licensees, invitee, patrons, guests, or contractors. Exhibitors shall defend, indemnify and hold harmless Rally Management, its officers, employees, and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorney's fees) including but not limited to, injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of Exhibitor's use or occupancy of the premises or from any breach by Exhibitor of any condition of this contract, or from any act or omission of Exhibitor, or its employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors.

Exhibitor Representative:

The signer of the Exhibitor Rental Agreement shall be the official representative of the Exhibitor and shall have the authority to act on behalf of the Exhibitor.

