

CONTRACT TERMS & CONDITIONS

1. CHARACTER OF EXHIBIT

The purpose of the 2009 ATD Convention & Exposition (the "Exposition") is to promote the highest standards of efficient management, ethical and business-like practices, and knowledge useful to the improvement and efficiency of dealership operations. The Exposition is intended to complement and enhance the ATD Workshop Program, and is designed to educate ATD members and industry participants about industry products or services and to stimulate interest in and demand for these items. Each Exhibitor agrees to exhibit only its products or services used in the business of the automobile dealer.

ATD reserves the right to reject, eject, prohibit, or decline any exhibit in whole or in part, or any exhibitor or its representatives, with or without giving cause, or for any failure to comply with terms and conditions, rules and regulations, or creation of an unreasonable disruption or disturbance.

2. ACCEPTANCE

ATD reserves the right to determine the eligibility of any company or product for inclusion as an exhibitor in the Exposition. Acceptance of this Contract by ATD should in no way be construed as an endorsement by ATD of either an exhibiting company or its products or services.

3. FAILURE TO MAKE PAYMENT

If Exhibitor fails to make any scheduled payment by the date specified, ATD reserves the right, at its sole option, to cancel this Contract. Under such circumstances, ATD will have the absolute right to sell, utilize, or otherwise dispose of the space that had been reserved for Exhibitor, in any manner ATD deems appropriate, with no liability or obligation whatsoever to Exhibitor. In event of cancellation due to Exhibitor's failure to make payment, ATD will be entitled to recover liquidated damages as provided in Section 5.

4. CANCELLATIONS

Exhibitor understands that commitments have been, or will be made by ATD in reliance upon Exhibitor's agreement to perform its obligations under this Contract, and therefore Exhibitor understands and agrees that it has no right to cancel this Contract except as provided in Section 5, "Refunds". On the other hand, because of the nature of the enterprise undertaken by ATD, the same being dependent upon its securing a sufficient and satisfactory number of exhibitors, and a suitable facility for the Exposition, Exhibitor understands and agrees that if ATD determines, in its sole opinion, that it is not practical to carry out the terms of this Contract due to an insufficient number of exhibitors or lack of a suitable facility, or for any cause beyond ATD's reasonable control, including without limitation, act of God, fire, flood, storm, earthquake, riot, strike, lockout, actual or threatened terrorist attack, or restraint of government, ATD shall have the right to cancel this Contract, with no obligation or liability to Exhibitor. In event of such cancellation or if ATD cancels the Exposition after it opens, Exhibitor hereby expressly waives any and all claims against ATD of every kind or nature. Nonetheless, ATD may, at its sole option, elect to provide Exhibitor with a full or partial refund of fees Exhibitor has previously paid to ATD for exhibit space at the 2009 ATD Exposition.

5. REFUNDS

5.1 If ATD does not accept Exhibitor's application, ATD will refund any deposit previously paid to ATD by Exhibitor for the 2009 Exposition.

5.2 Exhibitor specifically recognizes and acknowledges that ATD will sustain losses that cannot be precisely determined if Exhibitor cancels its Contract after being assigned space by ATD. Due to the difficulty, if not impossibility, of determining such losses, Exhibitor agrees to pay the following amounts as liquidated damages, and not as a penalty, in the event Exhibitor cancels its Contract in the time periods specified. Cancellation prior to February 20, 2009 - 25% of the full exhibit rental price; cancellation on or after February 20, 2009 - 100% of the full exhibit rental price. Any cancellation notices by Exhibitor must be submitted to ATD in writing, and will be effective when received by ATD.

6. ASSIGNMENT, RELOCATION, POSSESSION OF EXHIBIT SPACE, AND TRAFFIC AT EXHIBIT SPACE.

Exhibitor understands and agrees that ATD has sole discretion over the assignment of booth locations and space. ATD is under no obligation to assign Exhibitor any of the booth locations preferred by the Exhibitor. Further, ATD reserves the right to change Exhibitor's assigned location at any time in ATD's sole discretion if deemed in the best interests of the Exposition.

ATD makes no representations or guarantees regarding the number of individuals attending the Convention or the number of visitors to a particular booth or exhibitor. Exhibitor understands and agrees that NADA has no control over exhibit traffic and hereby waives any and all claims for refund, discount, damages, or any other relief related to the nature, quality, or location of the Convention facilities or the Exhibitor's assigned space.

Exhibitor must take possession of its assigned exhibit space by 12:00 Noon, Friday, April 17, 2009. If Exhibitor fails to take possession by this date and time, Exhibitor will be deemed to have voluntarily cancelled this Contract, and ATD will have to absolute right to, at its sole option, sell, utilize or otherwise dispose of Exhibitor's assigned space in any manner ATD deems appropriate, without any liability or obligation whatsoever to Exhibitor.

7. SUBLETTING

Exhibitor agrees that the space assigned to Exhibitor is intended for Exhibitor's sole use to exhibit only the goods or services described in Exhibitor's application. Exhibitor agrees that it will not share, assign, sublet, subdivide, apportion, or otherwise allow any persons, parties or entities other than Exhibitor to use in any manner, the space assigned to Exhibitor, or any portion of that space. Any determination by ATD that an exhibit or part thereof violates this Section 7, will be final and binding, and may be treated by ATD as a default under Section 15 of this Contract.

8. NAME CHANGES

Exhibitor represents that the name of the exhibiting company and the service or product to be displayed as shown in Exhibitor's application are correct, and accurately reflect Exhibitor's intended booth display at the Exposition. ATD reserves the right to cancel this Contract in the event of any change (a) in the name of the exhibiting company, (b) in the products or services to be exhibited, or (c) in the ownership of the exhibiting company. Exhibitor agrees to notify ATD in writing within ten (10) business days of the occurrence of any of the events listed in the preceding sentence. If ATD cancels this Contract under this Section 8, ATD will refund any exhibit booth rental fees Exhibitor has previously paid to ATD for the 2009 ATD Exposition.

9. COPYRIGHT INFRINGEMENT

The Exhibitor is responsible for securing any and all necessary licenses and consents for (a) any performances, displays or other uses of copyrighted works or patented inventions; or, (b) use of any name, likeness or signature, voice or other impression, or other intellectual property owned by any third party which is used directly or indirectly by Exhibitor. Exhibitor agrees to indemnify, defend and hold ATD harmless from and against any claim, demand, liability, incident, loss, cost or damage (including cost of suit and attorney's fees) arising from or relating to Exhibitor's failure to obtain licenses or consents, and/or Exhibitor's infringement or other violation of the intellectual property rights or the rights of privacy or publicity of any third party.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE

Exhibitor shall be responsible for complying with the public accommodations requirements of the Americans With Disabilities Act ("ADA") with respect to its own Exhibit, including, but not limited to, the removal of physical barriers to access the Exhibit, and the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by Exhibitor than other individuals. Exhibitor shall attempt to identify in advance any special needs of disabled individuals requiring accommodation by ATD and shall notify ATD of such needs for accommodation as soon as they are identified to Exhibitor.

Exhibitor agrees to indemnify ATD from and against any losses, damages, liabilities and expenses resulting from allegations that its Exhibit or services provided by Exhibitor failed to comply with the applicable provisions of the ADA.

11. INSURANCE

ATD will not be liable for any loss of or damage to Exhibitor's equipment or property occurring during installation or removal, or during the Exposition itself, by reason of theft, fire, accident or any other destructive cause. Insurance, if desired, must be placed by the Exhibitor.

Exhibitor shall, at its own expense, secure and maintain through the period of the Exposition, inclusive of move-in and move-out days, the following insurance: (a) worker's compensation insurance; (b) employer's liability insurance with limits not less than \$1,000,000 each accident; (c) commercial general liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage; and, (d) automobile liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles, including loading and unloading operations. Required commercial general liability and automobile liability insurance policies shall name ATD, its affiliates and their respective officers, directors, agents and employees as additional insureds. The Gaylord National and the County of Prince Georges shall be named as additional insureds.

12. EXHIBITOR EXPENSES

Exhibitor understands and agrees that it is responsible for its own expenses. ATD will not be liable in any instance for any expense incurred by Exhibitor due to terms of the lease that ATD has with the proprietors of the Exposition building, or any other cause whatsoever.

13. EXHIBITOR LISTINGS

ATD will provide a Password for access to each Exhibitor's listing on <http://expo.nada.org/ATD2009> ONLY to the Official Contact listed by each Exhibitor on the Application. The Official Contact is solely responsible for entering truthful, accurate and timely information on the Exhibitor's listing on the website. ATD reserves the right to remove any Exhibitor data or entry that, in ATD's sole judgment, is inappropriate, inaccurate or offensive, or fails to comply with the Contract Terms & Conditions or the Exhibitor Rules and Regulations.

14. INDEMNIFICATION AND WAIVER

Exhibitor agrees to indemnify, hold harmless and defend ATD, The Gaylord National, and the County of Prince Georges, and their respective members, officers, directors, agents and employees ("Indemnities") from and against any and all liabilities, damages, actions, losses, claims and expenses (inclusive of attorney's fees) on account of personal injury, death or damage to or loss of property or profits, arising out of or related to any act, omission, negligence, fault or violation of law or ordinance by the Exhibitor or its employees, agents, contractors, patrons or invitees.

Exhibitor hereby waives each and every claim which arises or may arise in its favor against any one or more of the Indemnities for any and all loss or damage covered by valid and collectible insurance. Such waiver precludes the assignment of any claim by subrogation or otherwise.

15. VIOLATIONS OF CONTRACT

If Exhibitor defaults in the performance of any term of this Contract (inclusive of payment of fees, maintenance of insurance and compliance with any and all rules and requirements concerning use of the Exposition facilities), ATD, at its option, may immediately terminate this Contract. Upon such termination, Exhibitor's rights and privileges under this Contract shall terminate, ATD shall have the right to take possession of the space occupied by the Exhibitor and to remove all persons and goods, with no liability whatsoever to Exhibitor. In addition, ATD shall be entitled to recover any and all damages caused, in whole or in part, by such default, including liquidated damages as provided in Section 5. The remedies provided to ATD under this Contract shall be cumulative. If ATD commences legal action against the Exhibitor to enforce the provisions of this Contract, ATD shall be entitled to pursue any and all

appropriate remedies and to recover attorneys fees and costs. To secure performance of Exhibitor's obligations under this Contract, Exhibitor hereby grants ATD a security interest in all personal property of Exhibitor located within the Exposition facilities.

16. AMENDMENT TO TERMS AND CONDITIONS

Any and all matters or questions not specifically covered by these Terms and Conditions shall be subject to the sole discretion of ATD. ATD may, at any time, in its sole discretion, make reasonable changes, amendments or additions to these Terms and Conditions, the Exhibit Rules and Regulations, or the Display Specifications. Any such changes, amendments or additions shall be binding on Exhibitor equally with the other terms and conditions contained herein.

17. MISCELLANEOUS

17.1 Neither party shall be liable for failure to perform its obligations if prevented from doing so by any cause beyond its reasonable control, including but not limited to fire, flood, riot, earthquake, civil commotion, insurrection, act of God, labor disputes, strikes, war, actual or threatened terrorist attacks, shortage of or inability to obtain materials, supplies or utilities, or any law or governmental action which becomes effective after the date of execution of this Contract.

17.2 If any provision of this Contract is held invalid or unenforceable under applicable law, such provision shall be ineffective, without invalidating the remaining provisions hereof.

17.3 The headings in this Contract are intended for convenience of reference and shall not affect its interpretation.

17.4 This Contract contains the entire understanding of the parties relating to the subject matter hereof, and supercedes any prior or contemporaneous understanding or representation, whether written or oral.

17.5 This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without reference to the conflict of laws principles thereof. Any disputes arising hereunder shall be exclusively subject to the jurisdiction of the U.S. District Court for the Eastern District of Virginia, Alexandria Division or the Circuit Court for Fairfax County, Virginia.

17.6 Exhibitor is solely responsible for, and agrees to pay when due, any and all sales, use, property, excise or other taxes imposed by any governmental authority upon or arising from Exhibitor's activities in conjunction with the Exposition, including, but not limited to, Exhibitor's sale of goods or services. Exhibitor agrees that it will file any tax returns or similar documents required by any governmental authority. Further, Exhibitor agrees that it will indemnify, defend and hold ATD harmless from and against any and all claims, demands, expenses (including attorney's fees) or liability arising from or relating to Exhibitor's failure to pay any tax when due, or failure to file any return when required.