



VENDOR AGREEMENT

- Compliance with the attached Exhibitor Rules is required, including indemnification provision.
- Set-up Times: **Thursday (9am-5pm), Friday (9am-5pm), Saturday (6am-8am).**
- Exhibitor provides own tables, tents, chairs, equipment, etc.
- Promoter is not responsible for Exhibitor products, tents, tables, displays, or other property.
- Exhibitor fee must be paid by credit card or check prior to the Event. Credit Card payments will be charged a 3% convenience fee.
- Food Vendor fee (25% of gross sales) must be paid post event before leaving property.
- Submittal of Application with payment information does not guarantee approval.
- Credentials will be issued for working staff only. Maximum 4 passes 10'x10' space.

Business Name _____

Street Address _____

City, State, Zip _____

Contact Name _____

Contact Cell and E mail address _____

On site Contact Cell number _____

10 X 10 (\$1000)

15 X 15 (\$1,200)

30 X 30 (\$2,000)

Food 25% of Sales

Items to be displayed or sold.

EXHIBITOR RULES & REGULATIONS

1. Exhibitor shall maintain its display area in a clean and organized manner, free from all debris. Any exhibitor displays, which utilize temporary structures, such as scaffolds, tents, portable buildings or awnings, must ensure that these structures are designed to withstand normal weather conditions, including rain and wind, for the area where they are located. All enclosed or covered structures with metal frames or metal structural pieces must be equipped with grounding devices in accordance with local codes.
2. All displays, tents, motor vehicles, motor homes or campers over 20 feet in length, must have fully functional fire extinguishers readily available in the event of an emergency.
3. Exhibitor shall not conduct any premium or free give-a-ways, including beverage and food product sampling, without the prior written approval of THUNDER VALLEY MOTOCROSS .
4. All non-display vehicles must be cleared from Sponsor Village by 8:00 a.m. daily.
5. Exhibitor displays shall not be removed or otherwise closed prior to 5:00 pm.
6. Exhibitors shall not conduct retail sales of any products without the prior written approval of THUNDER VALLEY MOTOCROSS . Exhibitors who have secured such approval shall not conduct any discount, bargain or 'fire- sales', whereby products are offered for sale to the public at substantially marked-down prices or rates, prior to the start of the second set of motos, following intermission.
7. Apparel and Clothing vendors shall NOT have any materials that include: Series Name or Logo, Event Name or Logo, National, Pro Motocross, Lucas Oil or other series sponsor, Conflicting series sponsors, Images of motorcycles.
8. Exhibitor must obtain all licenses, consents and/or permits required by any and all federal, state and local authorities, law, code, regulation or ordinance, in relation to its work and activities at the events. Exhibitors engaged in selling products must have a valid state sales tax license and are responsible to remit all applicable sales and/or use tax.
9. Exhibitors are limited to attend 3 events per season, unless they are a Series Sponsor. All events must be approved by THUNDER VALLEY MOTOCROSS 30 days prior to each event.
10. THUNDER VALLEY MOTOCROSS shall have the sole and exclusive right to designate the location of all display areas and to make adjustments it deems reasonably necessary to improve the overall character or success of the Sponsor Village.
11. Exhibitor's employees, agents and representatives shall at all times conduct themselves in a professional manner. All staff (paid or volunteer) assigned to work at any approved exhibits or displays, shall be considered agents, employees (whether full-time, part-time, casual or seasonal), or independent contractors, reporting solely to the entity responsible for the exhibit or display. Such exhibit or display staff, shall not be considered as agents, employees, or contractors of the Event Promoter or THUNDER VALLEY MOTOCROSS .
12. Exhibitors and their staff shall not consume or sell any alcoholic beverages in the Sponsor Village.

13. Any exhibits or displays which utilize published music, utilizing PA systems, must have valid music licenses (i.e. ASCAP, BMI, etc.) which cover broadcast rights for any music used or broadcast from that exhibit or display. No music or other use of personal PA systems shall be allowed during opening ceremonies, the national anthem, or award ceremonies.

14. Insurance: Exhibitor shall at its own cost and expense acquire and maintain in full force and effect throughout the Event, product and contractual liability, advertiser's and comprehensive liability insurance policies of not less than \$1,000,000 per occurrence and \$4,000,000 aggregate with respect to Exhibitor's products, display and services, and shall name MX Sports, Inc., Racer Productions, Inc., MX Sports Pro Racing, Inc., and Alli, the Alliance of Action Sports, LLC, as additional insureds therein. Such insurance shall provide protection against insurable loss, costs, expenses, claims, demands, liabilities, causes of action or damages arising out of any defects or deficiencies, alleged or otherwise, of the Exhibitor's products, or any representation used in connection therewith or false advertising, fraud, misrepresentation, libel, slander or other similar causes. Each policy shall provide that it may not be changed or canceled without providing THUNDER VALLEY MOTOCROSS with written notice at least thirty (30) days in advance. Exhibitor shall furnish THUNDER VALLEY MOTOCROSS a certificate of insurance evidencing same prior to the Event.

15. Indemnification: Exhibitor shall indemnify, save and hold harmless THUNDER VALLEY MOTOCROSS from any and all claims, losses, damages, judgments, costs, expenses and liabilities (including reasonable attorneys' fees and disbursements) arising out of or in connection with any acts, errors, omissions or conduct of Exhibitor or any of its agents, officers, directors, or employees with respect to Exhibitor's products, display and services at the Event.