

2019 Exhibitor Agreement

O'Reilly Auto Parts Street Machine Nationals St. Paul Minnesota State Fairgrounds | St. Paul, MN July 19-21, 2019

The undersigned vendor hereby submits this application of three pages to Bonnier Events for display space as a vendor at the **2019 Street Machine Nationals St. Paul** and is subject to the rules and regulations established by the show management including but not limited to the terms of this agreement which includes the rules and regulations of Bonnier Corporation.

DATE Frid. LOCATION Minu EXHIBIT SPACE COST (Circ

Friday, July 19 - Sunday July 21, 2019 Minnesota State Fairgrounds - St. Paul, MN (*Circle selection—booth depth is 20'; cost of below space is for frontage*)

10'	20'	30'	40'	50 '	60'	80'
\$550	\$650	\$800	\$900	\$1,000	\$1,250	\$1,600

METHOD OF PAYMENT

Check #_____

Money Order
Credit Card (see disclaimer below)
All Credit Card payments come with a 3% technology fee

Enclosed is our check, money order, or credit card information authorizing you to charge our account, in the amount designated as 50% of the total cost for booth space, or payment in full for booth space, for the show identified herein, along with our signed exhibitor agreement and **Certificate of Insurance** (listing Bonnier Corporation and their subsidiaries, parent companies, and affiliates as additional insured). I understand that the full cost of the booth space must be received 60 days prior to the start of each show and booth space fees are subject to cancellation policy. I have read and agree to comply with the event rules listed on the back of/next page of this exhibitor agreement.

Authorized Signature:			Date:			
Company:			_Address:			
City:	_ST:	_Zip:	_Ph:()_		Fax:()
Contact Person:				Title:		

Email:

**Note: Above e-mail address will be used as primary contact for show updates, confirmations, etc.



RETURN A COPY OF THIS CONTRACT WITH PAYMENT. CONFIRMATION WILL BE SENT TO YOU! Bonnier Corporation, 838 N. Delaware Street, Indianapolis, IN 46204-1196 Fax: 317-236-6519 or e-mail it to: sales@bonnierevents.com

EXCLUSIVE PROVIDER AGREEMENT REQUIREMENTS 2019

Bonnier Events have made an effort to put on the finest Events possible. To this end, there are some contracts for exclusivity in a few sponsor and/or product categories. Exclusivity in these categories enables us to insure key, quality products and services will be sold at the Street Machine Nationals St. Paul.

Bonnier Events personnel try to make sure that all potential vendors are aware of these agreements for exclusivity. However, in case you have not been notified, the following products or services are under exclusive provider agreement:

Logo – Any use of the event logo is prohibited unless prior consent is given by Bonnier Corporation.

Apparel – No sales or giveaways of apparel including hats, sweatshirts, t-shirts, and jackets. Written approval must be obtained from Bonnier Events show management to sell or give away apparel. Permission will be granted only for those companies in which selling apparel is <u>not the primary booth function</u>. The apparel must promote only the exhibitor's name and/or manufactured product(s). Manufacturers and exhibitors vending apparel may only sell apparel representing their company, with predominantly their company's logo printed on the apparel. Apparel vended at the event must be only of the company whose product(s) are represented in exhibitor display. Show management reserves the right to limit or restrict the sales or giveaway of apparel by any exhibitor at the discretion of show management. This includes any product which show management considers objectionable to the show's well being. All trademarks and copyrights apply as clarified in the "Trademarks" section of show rules.

<u>Novelties</u> – No official event logoed or lettered merchandise will be made available for sale (except through the Official Merchandise vendor).

Food and Beverage Concessions – Includes all food and beverage concessions without written approval.

<u>Prohibited</u> - Any product deemed objectionable by Show Management. This includes any items that promote lewd behavior, are racist, sexist or suggestive of the preceding, (i.e. no Mardi Gras beads can be sold or given away at any of the venues). Show Management has absolute and final decision.

By signing this document, you agree to our terms and conditions concerning exclusive agreements. Additionally, you agree that all decisions made by show management are final. If you have <u>any</u> questions about your products or services violating <u>any</u> of these contractual conditions for exclusivity, please contact Bonnier Events Sales Department at (317) 236-6515.

AGREED TO AND ACCEPTED BY:

	For	
(Printed Name)	-	(Company Name)

Signature:

_Title:____

_Date:__

By signing above, I am recognizing I have the authority to enter into this agreement and have read the terms and conditions attached.



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2019 Rules and Regulations

CANCELLATION BY VENDOR

IF <u>WRITTEN</u> NOTICE OF CANCELLATION IS RECEIVED 30 DAYS PRIOR TO SHOW MOVE-IN, THE VENDOR'S TOTAL PAYMENT FOR THAT EVENT WILL BE RETURNED. IF <u>WRITTEN</u> NOTICE OF CANCELLATION IS RECEIVED LESS THAN 30 DAYS PRIOR TO SHOW MOVE-IN, THE TOTAL PAYMENT FOR THAT EVENT MAY BE TRANSFERRED TO ANOTHER EVENT IN THE BONNIER EVENTS SERIES AT THE DISCRETION OF BOTH THE VENDOR AND BONNIER EVENTS.

CANCELLATION OF EVENT

BONNIER EVENTS RESERVES THE RIGHT TO CANCEL A SHOW FOR ANY REASON 30 DAYS PRIOR TO SHOW MOVE-IN WITHOUT LIABILITY ON THE PART OF BONNIER EVENTS. IF A SHOW IS CANCELLED, BONNIER EVENTS SHALL BE LIABLE ONLY FOR THE RETURN OF THE VENDOR'S DEPOSITS AND SHALL NOT BE LIABLE FOR ANY OTHER DAMAGE SUFFERED BY VENDOR.

VENDOR HOURS AND INFORMATION

Vendors may be allowed access a minimum of one and one-half (1 1/2) hours prior to show opening. Vehicular access to your booth is allowed for up to one (1) hour after show closing. Vehicular access to your booth prior to show opening may be limited. (Please refer to show confirmation letters.) Show hours may be modified at the discretion of Bonnier Events during the event. The vendor will be notified of change in hours. Vendors will keep their exhibit open and staffed at all times during show hours. LATE SETUP OR EARLY TEARDOWN OF EXHIBIT WILL AFFECT BOOTH LOCATION AT EVENT OR FUTURE EVENTS IN THE BONNIER EVENTS PERFORMANCE SERIES.

CREDENTIALS

All credentials will be issued at show move-in, providing booth space has been paid in full. Four weekend credentials will be issued for first 10' of space. Two weekend credentials will be issued for each 10' of booth frontage thereafter. Two complimentary one-day passes will be issued to each vendor. Two parking passes will be issued for first 10' of space. One additional parking passes issued for each additional 20' of booth frontage thereafter. Restricted parking passes must be used for vehicle display in your booth or for vehicle parking behind booth. Restricted parking passes will be issued at show management's discretion. Additional tickets may be purchased at a reduced rate.

LIABILITY

Neither Bonnier Events; Bonnier Corporation and their subsidiaries, parent companies, and affiliates; their sponsors or agents; the show facilities; host cities, counties nor states are responsible for injury, loss or damage from any cause whatsoever that may be suffered by a vendor, employee of the vendor or property belonging to the vendor or vendor's employee. The vendor, upon signing this contract, expressly releases the foregoing named individuals and employees from all claims for such loss, cancellation, damage, or injury. Bonnier Events and/or the show facility assumes no responsibility or liability for goods delivered to the fairgrounds, or for materials left in a facility building or on the grounds after closing hours.

By signing this agreement, the vendor acknowledges that he/she has a valid liability policy with an insurance company that is recognized by the state(s) in which the event(s) occur(s). This policy must list Bonnier Corporation and their subsidiaries, parent companies, and affiliates as an additional insured and a certificate must be presented before start of event.

SECURITY

Show management provides 24-hour guard service for surveillance of the premises. The officers <u>are not</u> responsible for watching vendors' booths. Bonnier Events is not responsible for damaged, lost or stolen merchandise. If products are not securely fastened to the display, we suggest you remove them when the exhibit is not occupied.

FURNITURE/ELECTRICAL SERVICE

Forms will be mailed with your confirmation. Please note, electrical work must be performed by qualified and licensed workmen as designated by Bonnier Events. **INFORMATION ON EXCLUSIVES AND VENDING APPAREL**

Please refer to the list of exclusives.

No beverages (including alcohol) or food may be sold.

Vendors who wish to promote the products they manufacture with apparel sales may do so only with the written approval of Bonnier Events' show management. Permission will be granted only for those companies for which selling apparel is not the primary booth function. The apparel must promote the sales of the vendor's manufactured products. Manufacturers/vendors vending apparel may only sell apparel representing their company with their company logo predominantly printed on the apparel. Apparel vended at the event must be only of the company whose products are represented in vendor display. Show management reserves the right to limit or restrict the selling of apparel by any vendor at the discretion of the show management. This includes any product which the show management considers objectionable to the show's well being. Absolutely no free "giveaways" of any apparel by any vendors in any of the events in the Bonnier Events Performance Series will be allowed. All trademarks and copyrights apply as clarified in the "Trademarks" section of show rules.

TRADEMARKS

NOTICE: CERTAIN TRADEMARKS AND COPYRIGHTS ARE THE PROPERTY OF BONNIER CORPORATION/ BONNIER EVENTS. AND CANNOT BE REPRODUCED IN ANY MANNER ON ANY MERCHANDISE, SOUVENIR ITEM OR APPAREL BY ANYONE OTHER THAN BONNIER EVENTS OR ITS LICENSEES. Exclusive rights on the show titles and event logos are the sole property of Bonnier Events. Any specific reference to the events is an infringement of copyright and/or service or trademark rights and cannot legally be used without the express written permission of Bonnier Events. By signing this agreement, vendor represents his/her company will not knowingly violate any copyrighted trademark statutes with respect to items sold or displayed in vendor's booth.

LICENSING FEES, TAXES AND LOCAL REGULATIONS

The vendor acknowledges that said vendor is and agrees to be solely responsible and to hold Bonnier Corporation and their subsidiaries, parent companies, and affiliates, Bonnier Events, all show sponsors and the officers, directors, and the employees thereof harmless and indemnified with respect to any locally or nationally required licensing fees or taxes whether governmentally imposed or otherwise. Said fees may include, but are not limited to, local merchant's certificates, local transient merchant's certificates, state licensing requirements for sales tax or merchant's certificates, music licensing fees, county taxes, corporate trademark licensing fees or other like fees.

Any and all restrictions and/or levies enforced or imposed by the show facilities; host cities, counties, or states must be observed by the vendor. Bonnier Events, its staff and participating co-sponsors assume no responsibility for any levies imposed on any vendor. Vendors must conform to all rules and regulations in effect at the show facilities as set forth by the cities and counties, including the fire departments, police departments and/or the building and safety departments.

BOOTH SPACE LIMITATIONS

Exhibits must remain within the confines of booth space(s). Maximum depth of booth is 20'. If you need additional depth, an additional charge may be added. DIMENSIONS OF EXHIBIT SPACES WILL BE STRICTLY ENFORCED! No vendor is permitted to erect signs or display products in such a manner as to obstruct the view, cause injury or adversely affect the displays of other vendors or persons in attendance. USE OF INFLATABLES MUST HAVE PRIOR WRITTEN APPROVAL BY THE SHOW MANAGEMENT.

No bolts, screws, hooks or nails are to be driven into or attached to the wall or the floor of any structures on the show facilities' grounds. Vendors are forbidden to have any portions of their exhibit obstructing any aisle, walkway or street. All drapes, hangings and decorations must be professionally fireproofed and subsequently approved by the fire marshal. Advance approval must be granted in writing for the installation and use of any apparatus operated by any gas, liquid or other such material. Fire alarm boxes, fire hose cabinets and fire extinguishers must be in full view at all times. Vendors are cautioned and instructed to avoid blocking from view any firefighting equipment. Do not apply decals or other stick-on display materials to floors, halls, walls or buildings. Violators will be responsible for removal of any stick-on materials and charged for clean-up at the rate of \$25.00 per hour.

GENERAL INFORMATION

No booth may be sublet to any other party. No exhibits or non-related materials bearing any form of advertisement other than that contracted for in the space occupied can be displayed. The show management reserves the right to restrict exhibits to suitable methods of operation and display of materials. If you display or sell any products or services that you have not listed on this contract, show management reserves the right to restrict or suspend said sales at their discretion. If, for any reason, an exhibit or its contents are deemed objectionable by the show management, the exhibit and vendor may be removed at the discretion of the show

management. Objectionable items may include persons, conduct, noise level, printed material or any item of poor character which the management considers objectionable to the show's well being. Firearms, political material, or religious materials cannot be sold or distributed at the events. In the event an eviction or restriction is enforced, the management will not be liable for refunding fees paid for exhibit rental.

Attendants, models and other employees must confine their activities to booth space occupied by the vendor. This includes the distribution of handouts, literature and any other promotional materials to be used by the vendor for his sales and/or services.

Vendors wishing to insure their display materials or components thereof, including merchandise, must do so at their own expense.

A waiver by Bonnier Events of any provision of this agreement or the show rules and regulations cannot be considered as a waiver of any other provision of this agreement, show rules and regulations. The voiding of any portion of this agreement does not void the entire agreement. If it becomes necessary to employ or to utilize legal counsel for any reasons associated with the vendor's actions or exhibit, the vendor agrees to pay all attorneys' fees and all court costs associated with any such legal action.

Any litigation that may arise out of this contract will be filed and heard in Superior Court, Orange County, Florida.

BONNIER EVENTS MANAGEMENT RESERVES THE RIGHT TO MAKE CHANGES TO THESE RULES. Any matters not specifically covered are subject to decision by BONNIER EVENTS management. Management reserves the right to make changes, amendments, and additions to these rules as considered advisable for proper conduct of the event (s), with the provision that all exhibitors will be advised of any such change.