



2009 Vendor Contract

VENDOR SPACE CONTRACT: The undersigned vendor hereby submits this application to The Promotion Co., Inc. for display space as a vendor in the Family Events Performance Series events indicated below 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 printed on the reverse side.

Company _____

Street Address _____ City _____ State _____ Zip _____

List ALL products/services to be displayed and/or sold _____

Contact Person _____ Phone () _____ Fax () _____

Title: _____ E-mail _____

I HAVE READ THROUGH THE LIST OF EXCLUSIVE PROVIDERS (INITIAL) _____ Any conflicts? Y/N (Please list on a separate page.)

Information regarding renting a tent, furniture and/or electricity will be mailed with your confirmation. Note: These items are available at additional cost.

BOOTH INFORMATION:

	Booth Size	Cost
Autofest - Springfield, MO - Feb. 7 & 8	_____	\$ _____
Ozark 4-Wheel Jamboree Nationals - Springfield, MO - May 2 & 3	_____	\$ _____
Spring 4-Wheel Jamboree Nationals - Lima, OH - May 15 - 17	_____	\$ _____
Hot Rod Super Nationals - Lincoln, NE - May 29 - 31	_____	\$ _____
Midwest 4-Wheel Jamboree Nationals - Springfield, IL - June 27 & 28	_____	\$ _____
Summer 4-Wheel Jamboree Nationals - Bloomsburg, PA - July 10 - 12	_____	\$ _____
Car Craft Magazine Summer Nationals - St. Paul, MN - July 17 - 19	_____	\$ _____
Truck & Jeep Fest - Canfield, OH - July 25 & 26	_____	\$ _____
New England 4-Wheel Jamboree Nationals - Essex Junction, VT - August 1 & 2	_____	\$ _____
Eaton Performance Park on Woodward - Detroit, MI - August 14 & 15	_____	\$ _____
Indy Mile AMA Flat Track Race - Indianapolis, IN - August 29	_____	\$ _____
Fall Street Machine Nationals - Little Rock, AR - September 11 - 13	_____	\$ _____
Fall 4-Wheel Jamboree Nationals - Indianapolis, IN - September 18 - 20	_____	\$ _____
Route 66 Mother Road Festival - Springfield, IL - September 25 - 27	_____	\$ _____

Make checks payable and mail to The Promotion Co./Family Events, c/o Accounts Receivable, 838 N. Delaware, Indianapolis, IN 46204

Total Cost \$ _____
 • Less Deposit (See requirements below) \$ _____
Balance Due \$ _____

DEPOSIT AND PAYMENT: 50% deposit for three (3) or less shows must be submitted with the signed contract in order for your request for booth space location to be considered. If exhibiting at more than three (3) events, the first and last show full payment must be received in order for your request for booth space location to be considered. Any unpaid balance is due thirty (30) days prior to show move-in. If contracting to vend at multiple events, the booth rental payment for each subsequent event will be invoiced approximately sixty (60) days prior to the event, and is due thirty (30) days prior to show move-in. A finance charge of 1 1/2% per month will be charged for all invoices paid late. **NOTE: A Contract will not be considered valid and will not receive confirmation from Family Events if required payment is not included with contract. Booth locations will not be confirmed until after full payment is received by The Promotion Co./Family Events (TPC/FE).** Any payment made within 15 days of show move-in must be made by Cash, Credit Card, Money Order or Cashier's Check payable to TPC/FE. Checks are not accepted within 15 days of the move-in day of any event unless a credit application has first been returned to and processed by TPC/FE. Returned checks will incur a charge of fifty dollars (\$50.00).

NO GUARANTEE: TPC/FE makes no representation, guarantee or promise to vendor that the rental or exhibit or commercial space will be financially successful or even return to the vendor the cost of the space. TPC/FE cannot be responsible for adverse weather conditions. **Display space is assigned at the discretion of show management on a first-come basis (as determined by payment date). There is no guarantee on booth location.** Certain categories of products/services (i.e.-graphics, sunglasses and pinstriping) may be limited to a set number of vendors per show as determined by show management.

ACCEPTANCE: This application constitutes a contract between the named vendor and TPC/FE when accepted by TPC/FE. Acceptance occurs when a copy of this application is signed by a representative of TPC/FE and deposited in the U.S. Mail, first class, postage prepaid, to the vendor's address noted above. Upon acceptance by show management, this application becomes a legally enforceable contract. Please contact our Sales Department with any questions at (317) 236- 6515, Ext. 5483.

As the responsible party for this application, I acknowledge that I have read and understand this application and the show rules and regulations on the back of this contract and agree to abide by them and further shall be responsible for all fees due under this agreement. The minimum deposit as required (see deposit/payment above), must be received with contract or it will not be accepted by show management. I have included a copy of my Insurance Policy listing Family Events as an additional insured.

SIGNATURE _____ DATE _____
Signed _____ Print Name _____

IF PAYING BY CREDIT CARD PLEASE COMPLETE THE FOLLOWING (A service charge of \$3.00 will be applied to your credit card.)

Cardmember Name _____ Signature _____

Account Number: Expiration Date _____ / _____ CID number _____

Billing Address of Credit Card _____

PLEASE RETURN ALL SIGNED COPIES OF THIS CONTRACT TO TPC/FE WITH REQUIRED DEPOSIT. A FULLY EXECUTED COPY WILL BE RETURNED TO YOU.

SHOW MANAGEMENT ONLY (317) 236-6515 Ext. _____

Accepted by _____ Date _____

SHOW RULES AND REGULATIONS

CANCELLATION BY VENDOR

IF WRITTEN NOTICE OF CANCELLATION IS RECEIVED 30 DAYS PRIOR TO SHOW MOVE-IN, THE VENDOR'S TOTAL PAYMENT FOR THAT EVENT WILL BE RETURNED. IF WRITTEN 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 FAMILY EVENTS SERIES AT THE DISCRETION OF BOTH THE VENDOR AND FAMILY EVENTS. IF WRITTEN NOTICE OF CANCELLATION IS NOT RECEIVED WITHIN 15 DAYS PRIOR TO SHOW MOVE-IN, 50% OF THE PAYMENT FOR THE EVENT IS FORFEITED. IF WRITTEN NOTICE OF CANCELLATION IS NOT RECEIVED BEFORE THE EVENT, THE FULL PAYMENT FOR THAT EVENT IS FORFEITED.

CANCELLATION OF EVENT

FAMILY EVENTS RESERVES THE RIGHT TO CANCEL A SHOW FOR ANY REASON 30 DAYS PRIOR TO SHOW MOVE-IN WITHOUT LIABILITY ON THE PART OF FAMILY EVENTS. IF A SHOW IS CANCELLED, FAMILY EVENTS SHALL BE LIABLE ONLY FOR THE RETURN OF THE VENDOR'S DEPOSITS AND SHALL NOT BE LIABLE FOR ANY OTHER DAMAGE SUFFERED BY THE 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 Family 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 FAMILY 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 pass will be 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 and may be revoked at show management's discretion. Additional tickets may be purchased at a reduced rate.

LIABILITY

Neither Family Events; The Promotion Company, Inc.; 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. Family 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 Family Events 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 are not responsible for watching vendors' booths. Family 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.

TENT/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 Family 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 Family 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 Family 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 FAMILY EVENTS AND/OR THE PROMOTION COMPANY, INC. AND CANNOT BE REPRODUCED IN ANY MANNER ON ANY MERCHANDISE, SOUVENIR ITEM OR

APPAREL BY ANYONE OTHER THAN FAMILY EVENTS OR ITS LICENSEES. Exclusive rights on the show titles and event logos are the sole property of Family 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 Family 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 The Promotion Company, Inc., Family 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. Family 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 Family 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 attorney's 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, Marion County Indiana.

TPC/FE MANAGEMENT RESERVES THE RIGHT TO MAKE CHANGES TO THESE RULES. Any matters not specifically covered are subject to decision by TPC/FE 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 changes.