



VENDOR APPLICATION FORM



VENDOR INFORMATION

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

PLANNING CONTACT

Contact Name: _____

Email: _____ Phone: _____

ONSITE CONTACT

Contact Name: _____

Email: _____ Phone: _____

☐ Selling product or merchandise on site
Please describe good and/or services which will be displayed or sold in your booth:

EXHIBIT SPACE

| SIZE (Frontage x Depth) + Rate/Day | | | | | | | |
|---|---------|---------|---------|---------|---------|---------|----------------------------|
| Single Day Pricing | | | | | | | |
| 10'x10' | 20'x10' | 20'x20' | 30'x20' | 40'x20' | 50'x20' | 60'x30' | CONTACT YOUR HEARST REP |
| \$575 | \$690 | \$863 | \$978 | \$1,035 | \$1,093 | | |
| 5-Day Bundle Pricing – Exhibit at all stops and save! | | | | | | | |
| 10'x10' | 20'x10' | 20'x20' | 30'x20' | 40'x20' | 50'x20' | 60'x30' | CONTACT YOUR HEARST REP |
| \$2,500 | \$3,000 | \$3,750 | \$4,250 | \$4,500 | \$4,750 | | |

| CITY/STATE | LOCATION | DATE | BOOTH SIZE | FEE |
|-----------------|-------------------------------|--------------|------------|-----|
| JOLIET, IL | ROUTE 66 RACEWAY | MON, JUNE 8 | | |
| RANTOUL, IL | VILLAGE OF RANTOUL | TUE, JUNE 9 | | |
| ST. LOUIS, MO | WORLD WIDE TECHNOLOGY RACEWAY | WED, JUNE 10 | | |
| SPRINGFIELD, MO | MISSOURI STATE UNIVERSITY | THU, JUNE 11 | | |
| TULSA, OK | TULSA RACEWAY PARK | FRI, JUNE 12 | | |

NOTE: Booth space does not include print or digital promotion or logo inclusion. **No SUBCONTRACTING of space.**

TOTAL:

IN WITNESS WHEREOF, Undersigned has signed this Release on the date set forth below, acknowledging that Undersigned has read this Release, understood its terms, understood Undersigned has given up substantial rights by executing it, and executed it freely and voluntarily without any inducement, assurance or guarantee being made.

Please email your completed form to **maggie.hardy@hearst.com** and we will invoice you for payments.

By signing this application you have READ and AGREED to the Exhibit Booth Agreement, Exhibit A, B & C.

Print (Undersigned) Name: _____

Agreement/Authorizing Charge (Undersigned) Signature: _____

Date: _____

AFTERMARKET EVENTS EXHIBIT BOOTH AGREEMENT

Owner and Exhibitor shall be collectively referred to hereinafter as the "Parties."

1. **Rental of Exhibit Space.** Exhibitor agrees to rent the exhibit space at the Event(s) specified on the Rental Space Rates form, which is attached hereto as page 1 and is specifically incorporated herein by this reference.
2. **Restrictions on Sale of Certain Goods.** Exhibitor understands and agrees that certain restrictions may apply to the sale of certain categories of merchandise in Exhibitor's booth space. The applicable restrictions are set forth in Exhibit A, which is attached hereto and specifically incorporated into this Agreement by this reference.
3. **Owner's Rights.** Owner reserves the right to inspect Exhibitor's exhibit space at any time to confirm compliance with this Agreement. Owner further reserves the right to terminate immediately Exhibitor's use of the exhibit space if Owner determines in its sole discretion that Exhibitor's activities in the exhibit space will damage the good will or reputation of Owner, the Event, and/or any partners of Owner in connection with the Event.
4. **Payment for Exhibit Space.** Exhibitor shall pay Owner in full for the exhibit space specified on the Rental Space Rates page, either: (a) thirty (30) days prior to the commencement of the Event; or (b) prior to the set up of the Exhibitor's booth. If Owner has not received full payment prior to Exhibitor's scheduled set up of the Exhibitor's booth, Owner may refuse to allow Exhibitor to enter the applicable exhibit space until such time as Exhibitor has paid in full.
5. **Event Terms and Conditions.** Exhibitor's use of the exhibit space described on the Rental Space Rates page shall be governed by the Event Terms and Conditions set forth on Exhibit B, which is attached hereto and specifically incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the terms of Exhibit B, the terms of this Agreement shall control.
6. **Miscellaneous**
 - (a) This Agreement cannot be amended, modified or changed in any way whatsoever, except by a written instrument duly executed by both parties hereto.
 - (b) Nothing herein will be construed to create a joint venture or partnership by or between the Parties so as to make either party hereto an agent or partner of the other. Neither party will become liable or bound by any representation, act, omission or agreement of the other which is contrary to the provisions of this Agreement.
 - (c) This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to the principles of conflicts of law. In the event of any dispute or litigation arising out of or related to this Agreement, such dispute shall be brought in the state or federal courts in or for Los Angeles County, California, and such courts shall be the exclusive venue for any dispute or litigation arising out of or related to this Agreement. In the event of any action, suit or proceeding arising out of or related to this Agreement, the prevailing party in such litigation shall be entitled to recover its costs and expenses, including, without limitation, reasonable outside attorneys' fees, incurred in connection with such litigation.
 - (d) In the event that any provision in this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.
 - (e) The failure by either party, at any time, to require performance by the other party of any of the provisions hereof will not be deemed a waiver of any kind nor will it in any way affect the waiving party's rights thereafter to enforce the same. The waiver of any provision of this Agreement, including any terms or conditions set forth in the Exhibits, shall not be deemed a waiver of any other provision of this Agreement.
 - (f) This Agreement, together with any exhibits and schedules, is entire and complete, and no representations, warranties, agreements or covenants, express or implied, of any kind or character whatsoever have been made by either party to the other except as expressly set forth in this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior representations or understandings.
 - (g) **Force Majeure.** In the event that either party is unable to perform its obligations, pursuant to this Agreement due to any fire, casualty, lockout, riot, war, act of God, riot, labor strike, insurrection, natural catastrophe, or the exercise of authority of either the federal or state government or any political subdivision thereof, or any event beyond either party's reasonable control ("Force Majeure Event") that renders either party's performance hereunder, in whole or in part, impossible, the deadlines for performance by both parties shall be extended by a period equal to the length of time during which such Force Majeure Event remains in effect.
 - (h) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together will constitute one instrument. The Parties agree that copies of this Agreement (including copies of any signatures) that are reproduced or transmitted via portable document format (PDF) or electronically receipted fax transmissions will be equivalent to original documents. Notwithstanding the foregoing, at either party's option, the Parties will deliver to one another original executed versions of this Agreement as promptly as possible after such request is made.

EXHIBIT A - RESTRICTIONS ON SALE OF CERTAIN GOODS

Hearst Autos, Inc. ("Hearst" or "Owner") has 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 Hot Rod Power Tour.

Hearst 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 and cannot be sold in Exhibitor's booth. By signing the Agreement, you agree to our terms and conditions concerning exclusive agreements. Additionally, you agree that all decisions made by Hearst are final in this regard.

Apparel. No sales or giveaways of apparel including hats, sweatshirts, t-shirts, and jackets. Written approval must be obtained from Hearst or show management to sell or give away apparel. Permission will be granted only for those companies in which selling apparel is not the primary booth function. 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 predominately their company's logo printed on the apparel.

(EXHIBIT A - CONTINUED)

Apparel vended at the event must be only of the company whose product(s) are represented in exhibit display. Hearst or show management reserves the right to limit or restrict the sales or giveaway of apparel by any exhibitor at the discretion of Hearst or show management. This includes any product which Hearst or show management considers objectionable to the Event's well being.

Novelties. No Hot Rod, or other Hearst event logoed or lettered merchandise will be made available for sale (except through the Official Merchandise Vendor).

Food and Beverage Concessions. Exhibitor shall not offer for sale in Exhibitor's booth any food or beverage without the prior written approval of Hearst or show management, which approval may be withheld in Hearst's or show management's sole discretion.

Prohibited Items. Any product deemed objectionable by Hearst or show management may be prohibited. This includes any items that promote lewd behavior, are racist, sexist or suggestive of the preceding, (e.g., no Mardi Gras beads can be sold or given away at any of the venues). Hearst or show management has the absolute and final discretion to prohibit items that Hearst or show management concludes are adverse to the interests of Hearst or the Event.

If you have any questions about your products or services violating any of these contractual conditions of exclusivity, please contact: powertour@hearst.com.

EXHIBIT B - SHOW RULES & REGULATIONS

1. CANCELLATION BY VENDOR

No refunds will be given for booth space cancellations. No refunds, credits, or transfers on "No Show".

2. CANCELLATION OF EVENT

Hearst has the right to cancel a show for any reason 30 days prior to show move-in without liability on the part of Hearst. If a show is cancelled, Hearst 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.

3. VENDOR HOURS AND INFORMATION

Vendors load in will be announced via information packet. Daily setup will be open to vendors at least 2 hours prior to show opening. A setup day will be provided at some events. Daily show hours may be modified at the discretion of Hearst 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 Hearst performance series.

4. CREDENTIALS

Requested staff credentials will be issued at show move-in, providing booth space has been paid in full.

5. LIABILITY

Neither Hearst show management or their respective 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. Hearst 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 Hearst as an additional insured and a certificate must be presented before start of event.

6. TRADEMARKS

Notice: Certain trademarks and copyrights are the property of Hearst and cannot be reproduced in any manner on any merchandise, souvenir item or apparel by anyone other than Hearst or its licensees. Exclusive rights on the show titles and event logos are the sole property of Hearst. 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 Hearst. 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.

7. LICENSING FEES, TAXES AND LOCAL REGULATIONS

The vendor acknowledges that said vendor is and agrees to be solely responsible and to hold Hearst, 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

BOOTH SPACE LIMITATIONS

Exhibits must remain within the confines of booth space(s). 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.

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.

(EXHIBIT B - CONTINUED)

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.

8. Hearst RESERVES THE RIGHT TO MAKE CHANGES TO THESE RULES.

Any matters not specifically covered are subject to decision by Hearst management. Hearst 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.

EXHIBIT C - RELEASE AGREEMENT

RELEASE

This Release (the "Release" or this "Agreement") is entered into on the date indicated below by the person identified in the signature block below ("Undersigned"). Undersigned will be attending and/or participating in an event hosted, promoted, operated, and and/or produced by **Hearst Autos, Inc.** (Hearst)(the "Event").

RECITALS

WHEREAS, as a condition of being present at the Event, Undersigned has agreed to enter into this Release.

NOW, THEREFORE, in exchange for the mutual promises made herein, and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. Definitions

- (a) "Event Parties" means collectively the following entities and their respective parent companies, subsidiaries, affiliates, and each of their respective officers, directors, shareholders, members, managers, employees, agents, and assigns: (i) **Hearst Autos, Inc.** (Hearst);(ii) any sponsors of the Event;
- (iii) the agencies representing any sponsors or clients of the Event; (iv) all vendors and subcontractors engaged by Hearst in connection with the Event; and (v) the owner of the property used for the Event.
- (b) "Footage" means collectively all video, video tape recordings, film, photographs, digital photographs, and all other digital assets that depict or record the Event and/or Undersigned's presence at the Event.

2. License Rights.

In connection with Undersigned's presence the Event, Undersigned hereby grants to Hearst the irrevocable, world-wide, perpetual, transferable and sub-licensable, and royalty free right and license to: (i) photograph, videotape, and otherwise record Undersigned's presence at the Event; and (ii) use, reproduce, distribute, and publicly display Undersigned's name, likeness, image, and voice as captured in the Footage in connection with the use, distribution, reproduction, and/or other commercial exploitation of the Footage by Hearst or other Event Parties.

3. Assumption of the Risk/Release of Liability.

UNDERSIGNED ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT ARE DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE EVENT PARTIES FROM ALL LIABILITY TO THE UNDERSIGNED, HIS/HER PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT, WHETHER CAUSED BY NEGLIGENCE OF ANY EVENT PARTIES OR OTHERWISE. UNDERSIGNED FURTHER SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE EVENT PARTIES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE, FEES OR COSTS THAT MAY BE INCURRED ARISING OUT OF OR RELATED IN ANY MANNER TO UNDERSIGNED'S PRESENCE AT THE EVENT, AND WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE EVENT PARTIES. UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE EVENT. IF UNDERSIGNED IS NOT COMFORTABLE WITH THE RELEASE OF CLAIMS EFFECTED BY THIS SECTION 3, UNDERSIGNED SHOULD NOT BE PRESENT AT THE EVENT.

4. Miscellaneous Provisions.

This Agreement cannot be amended, modified or changed in any way whatsoever. This Agreement shall be governed by and interpreted in accordance with the laws of the state of California without regard to the principles of conflicts of law and all actions arising hereunder shall be brought exclusively in the state or federal courts in or for Los Angeles County, CA. In the event of any action, suit or proceeding arising out of or related to this Agreement, the prevailing party in such litigation shall be entitled to recover its attorneys' fees incurred in connection with such litigation. In the event that any provision in this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.