2019 OUTLAW ARMAGEDDON VENDOR RULES AND REGULATIONS

APPLICATION AND FEES

- a. This is a THREE DAY EVENT.....NO EXCEPTIONS
- Application shall be subject to the prior approval of Thunder Valley Raceway Park which reserves the right to reject any application in the best interest of the event.
- c. 25% Deposit is due at time of submission of Application. Remaining balance is due by July 1, 2019.
- d. Cancellation must be in writing, and received by Thunder Valley Raceway Park no later than June 14, 2019 in order to receive a full refund. If cancellation is received between June 15, 2019 and July 1, 2019, 50% of space rental fees will be refunded. There will be NO refunds after July 1, 2019.

2. ELIGIBILITY AND ACCEPTANCE BY THUNDER VALLEY RACEWAY PARK

- a. Thunder Valley Raceway Park reserves the right to determine eligibility of Vendors.
- Submission of the Application does not guarantee acceptance by Thunder Valley Raceway Park.

VENDOR SPACE ASSIGNMENT

- a. The method of determining space assignment shall be established by Thunder Valley Raceway Park and may be changed from time to time without notice to Vendor.
- Exhibit space size requests must be specified on the Application. Thunder
 Valley Raceway Park reserves the right to reassign a Vendor to accommodate event needs.
- c. Vendors shall not assign, sublet, share, or apportion the whole or any part of the exhibit space they have applied for or are later assigned, except in connection with the sale of Vendor's business. Notice of the business sale must be made in writing to Thunder Valley Raceway Park by then current Vendor or applicant.

4. LEASED SPACE

- a. Thunder Valley Raceway Park will only provide the amount of vendor space specified on application.
- b. Vendor is responsible for bringing any equipment necessary for set-up, i.e. awnings, tables, chairs, generators, extension cords, etc.

5. ENTRY HOUR

- a. Vendor personnel are only allowed to enter the vendor area during the posted hours.
- 6. SET-UP AND CREDENTIAL PICK-UP

VENDOR SET-UP HOURS:

Wednesday, July 31st - 12pm-11pm

Thursday, August 1st - 10am-2pm

Friday, Aug. 2nd – 9am-10am...MUST be ready to open by 10am Saturday, Aug. 3rd – 8am-9am...MUST be ready to open by 9am Check schedule on Outlaw Armageddon website for full event schedule.

- a. All displays including vehicles must be in place and excess material, cartons, and refuse removed by vendor start time each day.
- b. Thunder Valley Raceway Park assumes no responsibility for Vendor materials left unattended during set-up and/or credential pick-up.
- c. Set-up is only allowed during vendor start set-up hours NO set-up allowed during event hours. There will be no vehicle access to booth areas during event hours. Credentials must be picked up no later than 2pm, Thursday, August 1, 2019.
- d. Any space not claimed or occupied by 2pm, Thursday, August 1, 2019 may be reassigned or resold by Thunder Valley Raceway Park, with NO refunds given.

7. TEAR-DOWN

- No removal of product and/or equipment will be allowed prior to the conclusion of the event on August 3, 2019.
- b. Early tear-down will be subject to a \$500 assessment that must be paid to Thunder Valley Raceway Park is applicant is to be a Vendor at another Thunder Valley Raceway Park event.
- c. Vendor agrees to dismantle their display as soon as practical after the end of the event on August 3, 2019. Thunder Valley Raceway Park assumes no responsibility for any Vendor material left unattended during tear-down. All product and equipment must be removed after the end of the event unless prior approval has been given.
- d. Any product or materials needing to be picked up and shipped after tear down are the sole responsibility of the Vendor. Thunder Valley Raceway Park shall not be responsible for products or items left after tear-down.

8. OPERATIONS AND CONDUCT AT EVENT

- a. Thunder Valley Raceway Park reserves the absolute right to restrict any exhibit to appropriate and suitable methods of operation and/or displays of material. If for any reason an exhibit and/or its contents, or the conduct of vendor staff, are deemed objectionable by Thunder Valley Raceway Park, then, in Thunder Valley Raceway Park's sole discretion, that exhibit and/or staff member shall be subject to immediate removal from the event at Vendors sole expense.
- Vendor will not be allowed to obstruct the view from any side of their assigned booth display area, nor occasion injury to or adversely affect the displays of other vendors.

- c. Any Thunder Valley Raceway Park logos used must be approved by Thunder Valley Raceway Park.
- d. No vulgar products and/or services (in the discretion of Thunder Valley Raceway Park) shall be sold, promoted, or demonstrated at the event.
- e. Each vendor is responsible for all damage to any property caused by Vendor's staff, personnel, or its representatives.
- f. Vendor shall not distribute any advertising matter, literature, souvenir items, or promotional materials in or about the vendor areas except from its own assigned vendor space or booth.
- g. Vendors are not permitted to host or sponsor any event which attracts buyers during vendor days at event or which otherwise conflicts with the scheduled program promoted by Thunder Valley Raceway Park at the event.
- h. Vendors are not granted exclusive rights to any specific product category at the event. All non-automotive items (i.e. apparel, hats, and sunglasses) and specialty product type exhibits will be limited in number and/or booth space size.

i. Parking:

- i. Vendors will be given one (1) Vendor Parking Pass per company.
- ii. Vendors are required to park in designated areas marked as "Vendor" parking. Vendors with trailers or oversized vehicles are required to park in the designated areas marked as "Trailer" parking.
- j. Display Vehicles: All Display Vehicles must remain in the assigned booth space from the event start time to the event end time each day. NO "in and out" driving privileges allowed for any Display Vehicles – NO EXCEPTIONS.
- k. Freight: Any shipments made to the event, and all arrangements and costs necessary to unload/load Vendor freight, including forklifts, must be made through Thunder Valley Raceway Park, and are the sole responsibility of the Vendor. Any and all freight (including UPS, FedEx, and DHL) can ONLY be signed for and accepted by the receiving Vendor. Thunder Valley Raceway Park WILL NOT sign for or accept any Vendor freight or mail.
- I. All demonstration areas must be organized within the Vendor's exhibit space so as not to interfere with any pedestrian traffic. All demonstration tables and areas must be placed a minimum of one (1) foot from the booth aisle line. Should customers/spectators interfere with the normal pedestrian traffic flow or overflow into neighboring exhibits, Thunder Valley Raceway Park may require that the demonstration either be moved to take place entirely within the Vendor's booth space or be eliminated altogether, with NO refund due to such actions.
- m. Vendors MUST keep the noise levels from demonstrations and music in their exhibit booth space to a minimum, and can never interfere with Thunder Valley Raceway Park or the facility public announcement systems.
- n. Baseball caps and apparel will NOT be allowed to be sold or promoted by any vendor that has not received prior written approval from Thunder Valley Raceway Park.
- o. Booth space must be occupied by Vendor staff during event hours.

SHARING OF CUSTOMER LISTS AND BUSINESS PROSPECTS

a. If Vendor has a "Raffle/Sign-up" during event, Vendor agrees to share with Thunder Valley Raceway Park the names, addresses, telephone numbers, and any other identifying information ("Information") that Vendor obtains, receives, or collects from participants and spectators as part of that "Raffle/Sign-up", to the extent such sharing is permitted and lawful. Vendor shall deliver to Thunder Valley Raceway Park said information in a readily discernible machine readable computer format within 30 days after the event. All must have prior approval to vend.

10. LIABILITY REALEASE, INDEMNIFICATION, & HOLD HARMLESS

- a. The Vendor and each person associated therewith (i.e. employees, spouses, guests, survivors, heirs, executors, and representatives) as specifically represented by the person whose name and signature appears on the Application, herein agrees to indemnify, defend, and hold harmless, and to release and forever discharge, from any and all known and unknown damage, injury, death, loss, liability, claims, penalties, actions, causes of action, judgements, and liabilities of every kind and description (including court costs and attorney fees), occasioned by , resulting from, and/or related to conduct, actions and/or omissions of anyone connected with this event, including: Race Inc., d.b.a. Thunder Valley Raceway Park; the owner/operator of the event; all other vendors at the event; and each of their respective owners, shareholders, officers, directors, employees, agents, staff, independent contractors, representatives, and servants; and any other person connected with the promotion, production, management, and/or presentation of any portion of the event.
- b. The Vendor, as represented by their signature on the Application, agrees and specifically acknowledges that Thunder Valley Raceway Park and their officers, staff, employees, agents, representatives, and/or servants, are herein totally absolved from any responsibility or liability whatsoever in any matters relating to any restrictions, controls, and/or authority (whether federal, state, regional, or local), whether in connection with, before, during, or after this event, or otherwise.
- c. Due to weather there are no transfers, refunds, or credits.