



**MOTOAMERICA SUPERBIKE SPEEDFEST AT MONTEREY
OCT 23-25, 2020
MARKETPLACE EXHIBITOR AGREEMENT**

Company Name: _____

Contact Name: _____ Cell #: _____

CA Resale Permit #: _____ "OR" Federal ID #: _____

Address: _____

City: _____ States: _____ Zip: _____

E-mail: _____

A 20% non-refundable deposit is due with all exhibitor agreements otherwise a space will not be reserved. *

MARKETPLACE BOOTH SIZE

Each size is a firm footprint only, additional sizes may be available upon request and availability.

*Rendering of display is required. Foot prints larger than 400 ft² will require a permit. *

Fee is for space only.

- | | |
|--|---|
| <input type="checkbox"/> 10' x 10' space – \$500 | <input type="checkbox"/> 20' x 20' space – \$1,250 |
| <input type="checkbox"/> 10' x 20' space – \$750 | <input type="checkbox"/> 20' x 30' space – \$1,500 |
| <input type="checkbox"/> 10' x 30' space – \$1,000 | <input type="checkbox"/> 20' x 40' space* – \$1,750 |

DISPLAY SIZE	EXHIBITOR PASSES	EXHIBITOR PARKING PASSES
10 X 10	2	1
10 X 20	3	1
10 X 30	4	2
20 X 20	4	2
20 X 30	4	2
20 X 40	6	4
Trailer/Expo larger than 20 x 40	8	4



ADDITIONAL PASSES

- ___ Friday (\$9 each)
- ___ Saturday (\$39 each)
- ___ Sunday (\$39 each)
- ___ 3-Day (\$59 each)
- ___ 2-Day (\$49 each)
- ___ Exhibitor Parking (\$30 each)

We will pick up our passes upon check-in at Exhibitor Services

PAYMENT TERMS

CREDIT CARD AUTHORIZATION

This letter constitutes an authorization to use my credit card:

Credit Card #: _____

Exp. Date: _____ CID: _____ Billing Zip: _____

Name on Card: _____

Name of Company Associated with Card: _____

Please charge my card as I direct below:

For payment of: _____

In the amount of: \$ _____

Exhibitor Company Name: _____

Authorized Signature of Cardholder _____

TERMS & CONDITIONS: Your signature constitutes your acceptance of the above terms. Your credit card will be charged when the authorization is received. A 3% processing charge will be added to all credit card payments.

CHECKS

Please make checks payable to Krave Group, LLC

Mail checks to below address:



MotoAmerica Accounting
A KRAVE Group Company
18804 Sky Park Circle, STE 110
Irvine, CA 92614 (New Location)

INSURANCE REQUIREMENTS

- | | |
|--|-----------------------------|
| A. <u>Workers Compensation</u> | California Statutory Limits |
| B. <u>Comprehensive General Liability</u> , bodily Injury and property damage, combined single amount | \$1,000,000 |
| C. <u>Automobile Liability</u> , bodily injury and property damage, combined single amount | \$1,000,000 |

Comprehensive General Liability and Auto policies shall provide an endorsement naming: ***KRAVE Group, LLC, together with its officers, members, managers, Officials, agents, volunteers and employees; the American Motorcyclist Association; FIM North America; and County of Monterey, its officers, agents and employees*** as named additional insured

Policy shall also be endorsed to provide that such insurance is primary insurance and that no separate insurance policy or self-insurance of the additional named insured shall be call on to contribute to any loss incurred in connection with the Exhibitors' performance.

The above described coverage shall be maintained through the term of the service agreement and the Exhibitor shall file with MotoAmerica a Certificate of Insurance (COI) evidencing that any insurance coverage required herein has been obtained and is current in effect.



ITEMS TO BE SOLD

Exhibitor Name: _____

California Resale #: _____

Event: EVENT NAME

Item(s) to be Sold	Price to be Sold
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____
11. _____	\$ _____
12. _____	\$ _____
13. _____	\$ _____
14. _____	\$ _____
15. _____	\$ _____
16. _____	\$ _____
17. _____	\$ _____
18. _____	\$ _____
19. _____	\$ _____
20. _____	\$ _____



ADDITIONAL TERMS & CONDITIONS OF EXHIBITOR AGREEMENT

***Full Refund only applies to Event date change or Event Cancellation**

Krave Group, LLC, d/b/a MotoAmerica (“MotoAmerica”) requires a 30-day written cancellation on exhibitor space. Worker passes and space assignments will be distributed onsite when you check in with Exhibitor Services located at the entrance to the Marketplace. Exhibitor may be referred to herein as Exhibitor, you or Client.

1. **FEES: A 20% non-refundable deposit is due with all exhibitor agreements.** * We accept VISA, MasterCard, AMEX or cash. Checks on commercial or personal accounts **WILL NOT** be accepted during the week of the event.

a. **SET-UP**

- i. 1pm. to 6 p.m., Thursday, October 22nd
- ii. **MUST** be set-up by 8 a.m., Friday October 23th

b. **MOVE-OUT:**

- i. Must be moved out by midnight Sunday October 25th

c. **SHOW DATES & TIMES:**

- i. 8 a.m. to 5 p.m., Friday, DATE October 23, 2020
- ii. **MUST** be in operation from 8 a.m. to 5 p.m. Friday-Sunday **NO EXCEPTIONS**

2. **MARKETPLACE**

- a. Amount of space marked on this agreement will be provided
- b. Any exhibitor exceeding the amount marked shall have their rental space charge increased accordingly or their space revoked and there will be **NO REFUNDS ISSUED**
- c. **NO** person is permitted to stand/sit on top of your trailer
- d. **NO** Solicitation outside of the space rented

3. **PARKING:** No personal or commercial vehicles allowed to park in Marketplace during operation hours

4. **EXHIBITOR SPECIFICATIONS AND REQUIREMENTS**

a. **ASSIGNMENT & LOCATION**

- i. ASSIGNMENTS AND SPACE LOCATIONS SHALL BE AT THE SOLE DISCRETION OF THE MOTOAMERICA and is subject to change
- ii. An assignment to a space in the past does not guarantee the same assignment in the future
- iii. Exhibitor location will be based on the timely receipt of this contract, space size, full payment, resale permit number and certificate of insurance

5. **POWER**

- a. We must receive your order 30 days prior to first event date. Any orders beyond that date are not guaranteed and subject to a 40% surcharge.
- b. MotoAmerica is not responsible for electrical outages beyond our control
- c. Other electrical needs are the sole responsibility of the exhibitor, including: power strips and extension cords (no less than 100' in length)

6. **TABLES & CHAIRS**

- a. Please order any tables or chairs through us by **DUE DATE**
- b. **NO** tables or chairs are available for rent onsite

7. **NETWORK SERVICE ORDERS**

EQUIPMENT MANAGEMENT \$250.00 deposit will be collected for any rental equipment from the WeatherTech Raceway Laguna Seca (WRLS) IT Office. The Client will be fully responsible for the protection and safekeeping of all rental equipment and will be responsible for returning all rental equipment to the WRLS IT Office by 5:00 p.m. the day following close of the event. It is recognized that the MotoAmerica wireless network is a “best effort” network. While good faith efforts will be made to provide robust coverage, service is not guaranteed anywhere within the Laguna Seca Recreation Area facility. It also is recognized that in the Lakebed/ Marketplace area, because of a limited number of Access Points and sheer number of visitors/users, Wi-Fi coverage and connection can often be slow. For vendors, if uninterrupted internet connectivity is required, we recommend ordering a wired connection.

- a. Any additional cost incurred by MotoAmerica to:

- i. Assist in trouble diagnosis or problem resolution found not to be the fault of MotoAmerica
- ii. Collect information required to complete the installation that customer fails to provide may be billed to the Client at the prevailing rate of \$150 per hour.

- b. There will be a \$40.00 service charge for all returned checks.
- c. The number(s) assigned to you are for the duration of this event only. Service cannot be moved or transferred outside of the Center and intercept service cannot be provided.
- d. Prices are based upon current rates and are subject to change without notice.

- e. Use of Network Connection: The network attachment to be provided by MotoAmerica may be used only by the directors, officers and employees of the company, its guests and its agents and consultants while performing service for the company and cannot be resold or distributed to other companies. The services being provided by MotoAmerica will facilitate communications between the Company’s authorized users and the entities reachable through the Internet. Users of MotoAmerica services shall use reasonable efforts to promote efficient use of the networks to minimize, and avoid if possible, unnecessary network traffic, the transfer of large files and interference with the work of other users of the interconnected networks.

- f. Users of MotoAmerica services shall not disrupt any of the MotoAmerica or other associated networks as a whole or any equipment of system forming part of their systems, or any services provided over, or in connection with any of MotoAmerica or other associated networks. MotoAmerica services shall not be used to transmit any communication where the meaning of the message, or its transmitted distribution, would violate any applicable law or regulation or would likely be highly offensive to the recipient or recipients thereof.

- g. Wireless Specific: The use of any wireless device that interferes with the facility wireless data frequency is prohibited.

- h. Internet Performance Disclaimer: MotoAmerica does not guarantee the performance, routing, or throughput, either expressed or implied, of any data circuit(s) connectivity with regards to the Internet and/or Internet backbones beyond any facility we service.

- i. Internet Security Disclaimer: MotoAmerica does not provide security, such as but not limited to firewalls etc. for any data circuit(s) we provide. It is the sole responsibility of the Client or customer to provide any necessary security.

VIRUS PROTECTION REQUIREMENT MotoAmerica requires that all devices directly or indirectly accessing MotoAmerica’s Network have the latest virus scan software, windows security updates, system patches, and any other technological precautions necessary to protect yourself and others from viruses, malicious programs and other disruptive applications. Any device, which adversely impacts MotoAmerica’s Network, will be disconnected from the network with or without prior notice at MotoAmerica’s discretion. The device(s) in question will remain disconnected from the network until all issues are proven to be adequately resolved. Additional charges will apply at the prevailing rate of \$150 per hour for trouble diagnosis and/or problem resolution.

- j. The choice of Internet Service Provider (ISP) is at the sole discretion of MotoAmerica.

- k. **CANCELLATION** - There is a minimum \$500 Cancellation fee. Cancellations must be in writing. Additional cancellation charges



will apply for orders that have already incurred labor, material, and / or engineering costs. Some broadband services and special circuits cannot be cancelled once ordered and will incur full charges listed / quoted. Credit will not be given for service installed and not used.

8. LIMITATION OF LIABILITY

- a. MotoAmerica and its suppliers or subcontractors will not be liable for any special or consequential damages, or for loss, damage or expense directly or indirectly arising from customer's use or inability to use the system either separately or in combination with other equipment or software, or for commercial loss of any kind (including loss of business profits) based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory whether or not MotoAmerica or its suppliers or its subcontractors have been advised of the possibility of such damage or loss. In no event shall liability exceed a refund of amounts actually paid to MotoAmerica by company for their network attachment.
 - i. All Client Contracts are solely between MotoAmerica and the prospective Client;
 - ii. The Facility is not a party to, nor shall it have any obligations or liabilities whatsoever to any Client, under any Client Contract, including without limitation, the obligation to provide any of the services covered by such Client Contract;
 - iii. No representations or warranties are being made by the Facility with respect to any Client Contract or any Communications Services;
 - iv. The right of the Client to receive any Communications Service will be terminated if this agreement is terminated for any reason provided therein; and the Facility will have no obligation to continue providing such services unless the Facility elects in its sole discretion to continue to provide such services itself or through a third party; The provisions of the Client Contract are separate and independent from the provisions of the Client's lease space at the facility and shall not affect the Client's obligations under such lease and without limiting the foregoing, in no event shall any default by MotoAmerica under the Client Contract or any failure with respect to any Communications Services have any effect on any Client's obligations to the Facility under any lease or other occupancy agreement between such Client and the Facility.

9. EQUIPMENT & PERSONNEL

- a. **DISPLAY & EQUIPMENT:**
 - i. Display and equipment must remain within exhibitor space
 - ii. Exhibitors are prohibited from storing inventory or garbage anywhere outside of their space
 - iii. Exhibitors shall leave their back and sidewalls intact
 - iv. **NO** signage shall be displayed on any side walls or backs of tents
- b. **DAMAGES:**
 - i. Exhibitors shall not damage the park or MotoAmerica facilities
 - ii. Any such damage will be charged to exhibitor and may result in expulsion from the park and exclusion from future events
 - iii. Exhibitor will be responsible for all repair fees
- c. **AUTOMOBILE(S) / MOTORCYCLE(S) ON DISPLAY:** Please adhere to the following Salinas Rural Fire District guidelines:
 - i. **Batteries:** Batteries shall be disconnected in an approved manner. (Section 2505.2.2)
 - ii. **Fueling:** Vehicles or equipment shall not be fueled or defueled within the display area. (Section 2505.2.3.1)
 - iii. **Quantity Limit:** Fuel in the tank shall not exceed one quarter of the tank capacity or 5 gallons, whichever is less. (Section 2505.2.3.2)
 - iv. **Inspection:** Fuel system shall be inspected for leaks. (Section 2505.2.3.3)
 - v. **Closure:** Fuel-tank openings shall be locked and sealed to prevent the escape of vapors (Section 2505.2.3.4)

- vi. **Location:** The locations of the vehicles or equipment shall not obstruct, or block means of egress. (Section 2505.2.4)
- vii. **Violation:** If in violation of the above, a \$1,000 fine will be issued to exhibitor.

10. COMPLIANCE WITH LAW:

- a. Must adhere to all Federal, State and County laws
- b. Spaces above 400 ft² will require a permit from the Monterey County Resource Management Agency. More info can be found by visiting their website at <https://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency>
- c. Responsible for obtaining a valid California resale number. For additional information, you can the Board of Equalizations www.boe.ca.gov

11. RISK OF LOSS

- a. **DAMAGES:**
 - i. Exhibitor assumes all risk of loss, damage or injury and other risks, known and unknown, foreseeable and unforeseeable, even if caused or proximately caused or arising in whole or in part by the NEGLIGENCE of MotoAmerica or the race track or promoter that may be sustained by Exhibitor or its employees, contractors or guests while at the race track and event. Exhibitor, on behalf of itself and its affiliates, employees, contractors, guests, successors, heirs, executors, administrators and assigns, does further hereby release, hold harmless and covenant not to sue MotoAmerica or the applicable race track, promoter or their respective affiliates, designees, officers, partners, shareholders, managers, members, employees and agents from any and all claims, demands, actions and causes of action which it, he, she or they have or may have as a result of any illness, personal injury or property damage that may be sustained by Exhibitor or its employees, contractors or guests.
 - ii. Roving evening security will be provided for the Marketplace area beginning Thursday, DATE at 6:00 p.m.
 - iii. Exhibitor is responsible for securing their area to leaving each evening
- b. **INDEMNIFICATION:** Exhibitor agrees to defend, indemnify and hold harmless MotoAmerica, the American Motorcyclist Association; FIM North America; County of Monterey; and their respective affiliates, and their members, managers, officers, sponsors, partners, agents, representatives and employees from any and all third-party liabilities, demands, obligations, damages, penalties, claims, causes of action, suits, legal proceedings, judgments, costs, charges, impositions, losses and expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and other consultants) ("Claims") arising out of, resulting from or related to: (i) actual or alleged unauthorized use of or infringement of any intellectual property, publicity or privacy rights by Exhibitor in connection with this Agreement; (ii) product liability or other claims brought by third parties in connection with any products or services sold or distributed by Exhibitor or false advertising, libel, slander, fraud, misrepresentation or other claims related to Exhibitor's products or services; (iii) any breach by Exhibitor of this Agreement or any of the representations, warranties or covenants herein; (iv) the performance or nonperformance of Exhibitor's obligations under this Agreement or the acts or omissions of Exhibitor, its employees or agents; and/or (v) the failure of Exhibitor or those acting under Exhibitor's direction or control to comply with all applicable statutes, ordinances, regulations or other requirements of any governmental authority in connection with this Agreement.
- c. **NO GUARANTEE OF PROFIT:**



- i. MotoAmerica makes no guarantees that exhibitor will make a profit or any monies whatsoever as a result of its activities
- ii. Exhibitors are urged to consider a variety of factors, including weather, traffic and whether the type of product being offered will be attractive and desirable to the fans
- iii. All financial loss will be borne by the exhibitor and no such loss shall be the basis of refund or fees paid to MotoAmerica

12. ASSIGN, SUBLET OR SHARE:

- a. **NO** assigning, subletting, sharing or apportion the whole or any part of the rented space
- b. Any violation may result in expulsion from the park, exclusion from future events and forfeiture of all fees paid

13. INFRINGEMENTS:

- a. CANNOT sell, display or giveaway any of the following: gasoline/racing fuel, beverages of any kind, or any items containing name and/or logo of the event title, sanctioning body, track outline and event date or the words WeatherTech Raceway Laguna Seca. All merchandise must be licensed.
- b. Exhibitor shall provide upon request, written evidence in a form satisfactory to MotoAmerica in its absolute discretion, that all goods or services that are sold or offered for sale under or with a trademark, brand name or brand logo or other commercial name or logo other than those belonging to the person or organization offering such goods or services for sale, are being sold with the express authority of the person(s) or company(ies) that have full rights (in so far as can be reasonably ascertained) to such trademark, brand name, brand logo commercial name or logo referred to
- c. If MotoAmerica is not satisfied by the evidence produced or in the event that the person or company concerned fails for any reason to produce such evidence in compliance with this clause MotoAmerica will require that the relevant good(s) or service(s) be withdrawn from sale immediately and removed from the facility forthwith and without limiting the foregoing
- d. Products must be pleasing, and safe nature and its sale or display is in accordance with the laws of California
- e. Exhibitor agrees to hold harmless the MotoAmerica, its officers, agents and employees from all claims arising from injury or damage by exhibitor or exhibitor's products

- 14. RIGHTS USAGE:** You hereby grant MotoAmerica an approval-free, royalty-free right exclusively and in perpetuity to broadcast, transmit, film, tape, capture, overhear, photograph, collect or record by television, cable television, radio, at track closed-circuit television, satellite television, film productions for free distribution, audiotape productions for free distribution, free transmission over the Internet, public and private free online services authorized by MotoAmerica, all film, audio, video, and/or photographic images, sounds and event data at the track during the event, including without limitation images and likeness of

your display space, products and services, employees, contractors and guests ("Works"), and that MotoAmerica is and shall be the sole owner of the intellectual property rights (including, but not limited to, copyrights, trademarks, design rights, and other proprietary rights) worldwide in and to these Works, copyrightable or otherwise, created from the images, sounds and Event data immediately before, during and immediately after any event. Your use of MotoAmerica or race track or event names or logos must be approved by MotoAmerica in advance in writing.

15. RESTRICTIONS

- a. **POLICIES AND PROCEDURES:** Must comply with all policies and procedures of the race track, promoter and MotoAmerica
- b. **NOISE:** Cannot create or emit any unduly loud or unreasonable noise in demonstrating its product(s)/service(s)
- c. **CAMPING:** No overnight camping will be allowed
- d. **PREMISES:** Do not pound stakes or make any holes in any asphalt, concrete or other surface. Do not paint any asphalt, concrete or other surface.
- e. **GIVEAWAYS:**
 - i. No giving away or handing out any t-shirt(s) or hat(s)
 - ii. Violations may result in confiscation of product(s), expulsion from the park, exclusion from future events and forfeiture of all fees paid

- 16. CONDITION:** Upon move out, the display area shall be returned to the condition in which it was received

17. INSURANCE:

- a. Exhibitor insurance must match exhibitor name
- b. Exhibitor shall pay and provide a certificate of liability insurance naming **KRAVE Group, LLC, together with its officers, members, managers, agents, volunteers and employees; the American Motorcyclist Association; FIM North America; and County of Monterey, its officers, agents and employees** as additional insured's, prior to the execution of this contract
- c. Those parties unable to provide required minimum insurance coverage will not be considered. Please refer to the insurance liability coverage requirements page. Make sure that the exhibitor name used on this contract is the same name that is on the certificate of insurance.
- d. **DISPUTE RESOLUTION / LEGAL FEES:** Any dispute between the parties shall be resolved by binding neutral arbitration before a neutral arbitrator mutually selected by the parties. If unable to agree on an arbitrator, the presiding Judge of Monterey County shall appoint one. The decision of the arbitrator shall be final. The prevailing party shall be entitled to recover attorney fees. All arbitration shall be held in Monterey County, California where this contract was performed and executed and shall be the exclusive venue for resolution of all disputes and shall be governed by the laws of California.

If an exhibitor does not conform to the terms of this agreement, **MotoAmerica, its officers, agents, and employees** have the right to remove the exhibitor from the facility. All costs associated with removal will be borne by the exhibitor. No refunds will be issued if the exhibitor is asked to leave.



The undersigned warrants that exhibitor has read, understands, received a copy of this agreement, will abide by the terms and conditions in this agreement and has the authority to contract on behalf of the exhibitor. Any breach of this agreement by the exhibitor shall be at the sole discretion of MotoAmerica, exclusion from future racing events and exhibitor shall be liable for all damages

Exhibitor Contact Name (Print)

WeatherTech Raceway Rep. Name (Print)

Exhibitor Contact Signature Date

WeatherTech Raceway Rep. Signature Date

MotoAmerica Contact Name (Print)

Exhibitor Contact Signature Date