\*\*\* Vendor Registration Form Details and Information is Tentative and Subject to Change by Event Management \*\*\*

At the discretion of event management - all rules, regulations and instructions are tentative and subject to change for any reason, or no reason at all. Event management reserves the right to deny any registration or persons and employees of a vendor. Vendor may also be referred to as Exhibitor.

## **Assigned Vendor Space**

Assignment of space will be at the discretion of event management. Booth availability is on a first-come, first-served basis. Consideration in the assignment of space will be the nature of the company and products to be displayed as well as the amount of space available.

#### **Arrangement of Displays**

Vendors are required to arrange their displays so as not to obstruct the general view or conceal other vendors or displays. In all linear exhibit areas booth height may not exceed 8'3". Vendors must stay within their boundaries of booth space.

#### Storage

Storage for boxes or any other materials brought to event for their display, or transportation of their display shall not stay inside the America's center. Storage may be available for these items, fees may apply. Vendor is allowed to remove these items and store them themselves.

# Signs

No special signs, apparatus, etc., will be permitted to extend more than 8'3" above the floor and no interference with light or space of other vendors will be allowed. Illuminated signs must be placed against the back of the booth. No signs or banners are to be placed outside of the display space assigned to each vendor. Any vendor having signs which are, or look, amateurish and detract from the overall dignity and refinement of the event will be asked by event management to remove said signs from their booth. Signs may not be hung from the ceiling, beams or columns by vendors. Any signage or displays found in violation will be removed and stored by event management. Items must be picked up by vendor no later than event move-out hours or items will be forfeited.

#### Selling of Products In Booth

Cash and carry selling or fund raising for non-profit groups, charities, etc. will be permitted only with written permission from event management. America's Center fees may apply to cash and carry selling items. Fees are the vendors responsibility. Orders may be taken for merchandise or service to be delivered at a future date with no fees from America's Center.

#### Security

Any securify measures must be provided by the vendor. The event will furnish guard protection at night, but neither America's Center Management, the Gateway Dirt Nationals, or their agents/affiliates will be responsible for any personal injury to vendors or their agent, for the safety of displays against robbery or damage by fire, accidents or other causes. The vendor is urged to take all such steps, measures and precautions as may be necessary to protect itself, its agents, representatives, employees and guests, as well as its displays and property against all possible injury, damage, loss and destruction at the show and during move-out.

#### **Subletting Space**

No vendor shall assign, sublet or apportion the whole or any part of the space allotted to them, nor exhibit therein any other goods, apparatus, service, advertising signs, etc., then those manufactured or sold by the vendor in the regular course of their business, without the written consent of the event management. Violation of this rule shall be cause for eviction without refund.

#### Care of Building and Displays

Vendors will be responsible for any damage done to the building by them, their agents or employees. All property destroyed or damaged by vendors must be placed in its original condition by the vendor and at the vendor's expense. Walls, woodwork and building floor must not be defaced or altered in any manner whatsoever. Tacking, taping, or nailing of signs, banners, etc., to any permanent walls or woodwork or beyond the limits of any background is prohibited. No nails or bracing wires used in erecting displays may be attached to be building. Vendors will be required to keep their booth displays neat and orderly throughout the Show.

### **Relocation of Exhibits**

Event management reserves the right to alter the location of vendors, or of booths as shown on the official floor plan, if deemed in the best interest of the show. Event management shall have the further right to prohibit, bar, prevent, and remove any exhibit or proposed exhibit, or any part or portion, thereof, which in the judgement of the event management is unsuitable or inappropriate for the exhibition or purposes of such exhibition; and such right shall extend, but shall not be limited to all equipment, materials, displays, installations, and other items or things constituting part of or used in connection with any such exhibit.

### Liability

Neither the Gateway Dirt Nationals, Dirt Racing Association, nor the City of St. Louis, owner of America's Center, nor America's Center Management, Show Committee Members, and their directors, officers, employees or agents will be responsible for any death, injuries to persons, or for the loss of, or damage to, property that may occur to the vendor or its directors, officers, employees, agents, or invitees, from any cause whatsoever, prior, during, or subsequent to the event move in, open hours or move out hours. By the registration agreement, the vendor or, for itself and its directors, officers, employees, agents and invitees, expressly released the above-named entities and persons from all claims, demands, damages, actions and causes of actions for any such loss, damage, death or injury. Without limiting the foregoing, the vendor or understands that any consignment of goods is entirely at the risk of the vendor.

# Indemnification

Vendor indemnifies the event management, Gateway Dirt Nationals, Dirt Racing Association, the City of St. Louis, owner of America's Center, America's Center Management, Show Committee Members, and their directors, officers, employees, agents and invitees against all claims, demands, damages, actions, causes of action, or judgements, including without limitation attorney fees and other expenses, for death or injuries to persons or loss of, or damage to, property arising, in whole or in part, out of any act or omission of vendor or its officers, directors, employees, agents, or invitees, done or omitted in connection with the Show. If any such claim, demand, damage, or cause of action, shall be asserted, or action or other proceeding instituted, against any of the above-named entities or persons, vendor shall defend against such claim, demand, damage, cause of action, action, or other proceeding pty counsel satisfactory to the event management.

### Insurance

Neither the event management, the City of St. Louis, America's Center, nor the Show Committee provide insurance for the benefit of vendors or their directors, officers, employees, agents and invitees. Vendors who desire to carry insurance on their displays or for any other purpose must place it at their own expense. Vendors are urged to maintain such insurance coverage as they may deem necessary to fully protect them against all risks assumed or incurred in, or in connection with, the Show.

### Eventualities

In case the exhibit hall shall be destroyed by fire, or the elements, or by any other cause, or in case other circumstances shall make it impossible for the management to permit the contracted space to be occupied by the vendor, then this lease shall terminate, and the vendor shall waive any claim for damages or compensation except the pro rate return of the amount paid for space rental.

# Move-Out & Tear Down of Displays

Vendors may begin tearing down their display after the show officially closes on the last show day. The show will end one hour after the last checkered flag of racing is waved. Exhibitors not in compliance will be fined and may be denied entry into future shows.

### **Electrical Equipment**

Electrical wiring and equipment installation must conform to appropriate St. Louis City codes. The Electrical General Foreman is obligated to refuse connections where wiring is not in accordance with the St. Louis electrical code. Engines, motors or any kind of equipment may be operated only with the consent of the Director of Engineering and event management. Vendor must submit request for approval no later than November 10<sup>th</sup>.

## Non-inflammable Materials

All materials used in the exhibit hall MUST be non-inflammable to conform with the fire regulations of the St. Louis Fire Department. No combustible decorations such as crepe paper, tissue paper, cardboard or corrugated paper shall be used at any time. All packing containers, excelsior and wrapping papers are to be removed from the floor and must not be stored under the tables or behind displays. All muslin, velvet, or any cloth decorations must stand a flame proof test as prescribed by the St. Louis Fire Department Regulations. Material not conforming with such regulations will be removed immediately at the vendor's expense.

### **Booth Staffing**

Vendors are required to have representation inside their booth during all event hours.