

Run-A-Mucca Motorcycle Rally May 28 - 30, 2010

50 W. Winnemucca Blvd.
Winnemucca, NV 89445
(775) 623-5071 ext. 102, Fax: (775) 623-5087

— COMMERCIAL SPACE APPLICATION —

Name _____ Phone _____

Address _____ E-Mail _____

City _____ State _____ Zip _____

Name of person in charge on site of exhibit _____

TYPE OF STRUCTURE (IE: TENT, TRAILER ETC.) _____

PRODUCT: No application will be accepted unless a complete list of every product you want to sell is included (see General Rules, section M for prohibited items. Attach your list if more space is needed).

LIST OF PRODUCTS/MENU: _____

NON-FOOD LOCATION:

Winners: Size of stand _____ X _____ (total)
\$125 for 10' x 10' plus \$25 for each added 10' x 5' space

FOOD LOCATION:

Winners or Model T: Size of stand
_____ X _____ (total)
\$125 for 10' X 10' (\$50 each additional 10' x 5' space)

FOOD/ALCOHOL LOCATION:

Winners: Size of stand _____ X _____ (Total)
\$250 for 10' X 10' (\$125 for each additional
10' x 5' space)

Exhibitors must stay within their footprint. Fees and penalties will be assessed against using more space than is on the final contract.

Federal Tax ID # _____

ELECTRICAL: No generators will be allowed at the Rally. We will furnish electricity (1 circuit up to 220 V, 30 Amp) for an additional \$25. Please bring a 100' electrical cord per outlet

(Must provide 100' electrical cord) (NO GENERATORS ALLOWED)

Number of 110 V, 15 A outlets: _____ **Number of 220 V, 30 A outlets:** _____

WINNEMUCCA BUSINESS LICENSE: Do you have a license? Yes _____ No _____
(If you check "No", we will acquire one for you at \$10 per License)

Water available to carry. No hookups.

*Completion of this form does NOT guarantee space will be assigned. Duplication of items may occur.
Exclusivity of items to be sold is not guaranteed or implied.*

Signature

Date

PAYMENT:

No Exhibitor will be allowed to move into his booth without full payment of exhibit space fees and any additional fees, licenses or permits if required.

No personal checks will be accepted after May 1, 2010. Fees thereafter must be paid by cash, credit card, money order, or cashiers check.

REFUND AND CANCELLATION POLICY:

Exhibitors canceling a space once a deposit has been made will be entitled to a refund of all money paid in excess of 50% of the exhibit or concession space fee up to 5:00 p.m., on May 15, 2010. Exhibitors wishing to cancel a space must submit a written request for refund. All refunds are subject to approval by the Run-A-Mucca Management.

GENERAL RULES:

A. Sound devices, including but not limited to, loud speakers, organs, pianos, and radios, are subject to approval of Rally Management, and if allowed, must be controlled so as not to interfere with others. The privilege for use of such sound devices may be revoked at any time.

B. Exhibitors must have at least one person in attendance at their exhibit at all times the Rally is open to the public (see Show Hours at right), and must care for and keep in good order the space occupied by them, taking every precaution against possible injury to visitors, guests or employees.

C. Placing of advertising material on or in automobiles is specifically prohibited and no permission for such distribution will be granted under any circumstances.

D. All raffles are specifically prohibited and no permission for any Raffle shall be granted under any circumstances.

E. No solicitation except by exhibiting firms is allowed. Demonstrations of products must be confined to the Exhibitor's assigned space and in no case may extend to other areas of the grounds.

F. Advertising of candidates for public office may be displayed only in a booth rented for that purpose.

G. The Rally Management reserves the right to refuse exhibits.

H. The Rally Management reserves the right to stop or remove from the Rally or relocate any Exhibitor or his/her representative and/or exhibit, performing any act or practice which, in the opinion of the Rally Management, is objectionable, interferes with the performance of other Exhibitors, or creates a health, safety, or fire hazard. No refunds.

I. Exhibitors shall comply with those laws, rules and regulations and codes of the State of Nevada, Humboldt County, City of Winnemucca, and the Run-A-Mucca Motorcycle Rally that may include, but not limited to: Workers Compensation Insurance, health and safety, taxes, fire, construction, and utilities.

J. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto.

K. The decision of the Rally Management, on all matters not covered in these conditions, must be accepted as final.

L. This agreement is not binding upon the Run-A-Mucca Motorcycle Rally until it has been duly accepted and signed by authorized Rally Management.

M. Vendors are prohibited from selling items deemed hazardous or contrary to the spirit of the event. The following lists some prohibited items but shall not constitute all prohibited items. Please check with event management if you wish to sell any questionable items. Local Law enforcement will have final say on any questionable item.

Any Raffle Ticket, Silly string or any brand of canned projectile, any device designed to spray water, water balloons, any item which is designed to explode or smoke, any item described as a weapon and illegal to manufacture in NRS 202.350 or any scale facsimile thereof, any scale facsimile of any handgun, any item described as drug paraphernalia in NRS 453.556 or any facsimile thereof.

RULES OF CONDUCT:

All Exhibitors are expected to conduct themselves in a professional manner, according to the rules of this agreement. Any unruly conduct, refusal to follow rules, or use of foul language to Rally patrons or personnel will be considered grounds for expulsion. No refunds.

All booths must be installed and ready for business no later than 3:00 p.m. Friday, May 28, 2010. Exhibitors *at the Model T* may set up on Sunday, May 30, 2010 between 9 a.m. and Noon. Vehicles will be permitted in the area during set-up of booths for unloading only. No vehicles will be allowed in the area while the Rally is open to the public. (Including RV's)

All Exhibitors must report to Rally Management to verify space assignments prior to set-up.

PRODUCT INFORMATION:

It is expressly understood that the Exhibitor, his agents or employees, are prohibited from holding drawings, games of chance, or from

distributing, selling or displaying products, except for those listed in the Exhibitor Agreement and approved by Rally Management.

LITERATURE:

All literature that is to be distributed or displayed must be approved in advance by Rally Management.

DRAWINGS:

Free drawings that have been approved by Rally Management and which comply with all applicable Federal, State and Local statutes and ordinances will be permitted. All raffles are specifically prohibited. All drawings must be registered with Rally Management prior to confirming the Exhibitor Agreement. The names and addresses of winner's must be filed with the Rally office within three (3) days of the Rally's closing date.

SHOW HOURS:

Exhibitors must be open for business during the following hours:

Friday, May 28 3:00 p.m. – 9:00 p.m.

Saturday, May 29 9:00 a.m. – 9:00 p.m.

Sunday, May 30 10:00 a.m. – 4:00 p.m.

EXHIBIT MOVE-IN:

Exhibitors may move in to set up their exhibits/booths during the following times:

Thursday, May 27 9:00 a.m. – 3:00 p.m.

Friday, May 28 8:00 a.m. – 3:00 p.m.

Sunday, May 30 9:00 a.m. - 12:00 p.m. (Model T only)

BOOTH FURNISHINGS:

Exhibitors must supply their own booth materials and supplies.

ELECTRICAL:

Any outlets required by Exhibitor for lights or power will be subject to availability and fees (\$25 for one circuit, up to 30 amps). The exhibitor will need to provide a 100' extension cord. Requests for electrical needs must be provided in advance.

EXHIBIT CLEAN-UP:

At the end of each day during the Rally, each Exhibitor is responsible for the clean-up of his/her exhibit area.

EXHIBIT REMOVAL:

All booths must remain open until 4 p.m. Sunday, May 30, 2010 at the Winners and until 9 p.m. at the Model T. Failure to do so may result in the rejection of future applications. Booth and merchandise must be removed no later than: **Monday, May 31 — 12:00 p.m.** During dismantling, Exhibitor will be expected to remove all trash and debris from their exhibit area and place it in trash containers provided by the Rally. Any articles or materials not removed from the grounds by 12:00 p.m. on May 31, 2010 will become the sole property of the Rally. Rally reserves the right to dispose of such property in any manner it may deem in the best interests of the Rally.

INSURANCE REQUIREMENTS: (Food & Beverage Only)

A certificate of insurance for general liability including product liability for food sales (minimum of \$500,000) and alcohol sales (minimum \$1,000,000) naming Run-A-Mucca Motorcycle Rally, Winnemucca Convention & Visitors Authority and the City of Winnemucca, as additional insured, is mandatory, and should be submitted directly by the exhibitor's insurance company to the Rally office. Only originals without corrections will be accepted.

HOLD HARMLESS:

The Exhibitor agrees to indemnify and hold harmless Humboldt County, City of Winnemucca, Winnemucca Convention & Visitors Authority, the Run-A-Mucca Motorcycle Rally, their officers, agents and employees from any and all claims, causes of action and suits occurring or resulting from any damage, injury, or loss to any person or persons including, but not limited to, persons to whom the Exhibitor may be liable under any Worker's Compensation Law and the Exhibitor himself and from any loss, damage, cause of action, claims or suits for damages, including, but not limited to, loss of property, goods, wares, or merchandise, caused by, arising out of, or in any way connected with the exercise by the Exhibitor of the privileges granted herein.

In the event the Exhibitor fails to comply in any respect with the terms of this agreement, all payments for the exhibit space shall be deemed earned and non-refundable by the Rally and the Rally shall have the right to occupy the space in any manner in the best interest of the Rally without further notice to the Exhibitor.

Run-A-Mucca Motorcycle Rally will not be responsible for the safety of exhibits against theft, fire, robbery, accident, or any other destructive cause, or for any injury that may arise to the public in the leased area, or to the Exhibitors or their employees.