

MILLER MOTORSPORTS PARK

EXHIBITOR AND VENDOR SITE RESERVATION CONTRACT

1. Application

We, the undersigned, submit our application for the reservation of display/exhibition space at the:

HANNSpree FIM Superbike World Championship / AMA Superbike Championship (event), for the period: **May 29-31, 2009** (dates) subject to the **TERMS AND CONDITIONS OF VENDOR/EXHIBITOR SPACE** governing the activities of the vendors and exhibitors of the event as detailed in this agreement, including, but not limited to the terms and conditions set forth in this document.

Name of Company _____

Street Address _____

City _____ State _____ Zip _____

Tel: _____ Cell: _____ Fax: _____

E-mail _____

Person in Charge of Company's Exhibit Arrangements (Please Print) _____ Cell _____

2. Description of the Display and Special Needs

3. Display Size (Ground Area) (check all that apply)

- 10x10 = \$1000.00 (tax included)
- 10x20 = \$1500.00 (tax included)
- 20x20 = \$2250.00 (tax included)
- Add'l 10x20 = \$750.00 (tax included)
- Downtown Party = \$250.00 (tax included)
- Other = \$ _____ (call for size approval and price and include description here _____)
- Total** = \$ _____

Payment Options (check one)

Pay in Full..... = \$ _____ (due with application)

Deposit (minimum of 50% of total)..... = \$ _____ (due with application)

Balance Due on or before May 29th = \$ _____

4. Site Assignment

Site assignment will be at the sole discretion of MMP management who will try to cooperate with exhibitors/vendors in providing the optimum site allocation based on sponsorship commitments and date of application received. MMP will always attempt to lay out the exhibition areas in formats that best serve the entertainment experience of their spectators

5. Passes for Vendors/Exhibitors

Each 10 x 10 or 10 x 20 vendor/exhibitor will be provided with **four (4) weekend general admission passes** and **one(1) vendor car park** vehicle pass per exhibit. **Two (2) additional weekend passes will be included with each additional 10x20 space rented.** These will be available for collection at the MMP Welcome Center during the week prior to the event. Additional pass requests must be made in advance and are subject to a fee which shall not be greater than the weekend general admission ticket fee for the event. Passes will NOT be released until full payment has been received. Additional vehicle passes may be issued at the discretion of the MMP Vendor Coordinator. Paddock passes are not included but can be purchased if desired. If vendor/exhibitor needs or desires more passes than this contract includes, please contact MMP to get pricing, and then include that information in the total amount due.

Please note the number of additional passes required: Personnel _____ Vehicle: _____

TERMS AND CONDITIONS OF VENDOR/EXHIBITOR SPACE

At minimum, a DEPOSIT of 50% must accompany this application. The balance must be paid in full before taking up position on site. Exhibitors/vendors who fail to utilize their reserved space, without offering written notice of cancellation 21 days prior to the event will forfeit their deposit.

1. Use of MMP and Other Event Names

Use of the name Miller Motorsports Park, the name of the event (in any form) and the names of sponsors or sanctioning bodies are strictly prohibited unless approved in writing by MMP.

2. Restrictions on Product Sales

No merchandise of any kind may be sold unless specifically approved in writing by MMP. A description of all merchandise and exhibition materials must be provided with this application.

3. Services

All exhibits and vendor displays must be fully self contained with respect to electrical, water, telephone, TV, security, toilet or other services. MMP does not warrant that it can provide any of these services although some services may be available, at fees to be individually determined. Application for any such services must be made in writing to MMP at least 14 days prior to the event at which time availability and price will be established. All appropriate fees must be paid in advance of the event.

4. Payment

Applicant agrees to pay in advance all predetermined fees and, prior to leaving the site at the conclusion of their exhibit/vendor activity, any other costs, fees, penalties or other debts for which they may be responsible.

5. Acceptance

This application becomes a contract when accepted by MMP. A confirmation copy will be sent to the applicant along with any additional instructions which may apply. Please mail, fax or email this application form together with the appropriate payments due to:

6. Move-In, Move Out and Service Access

Vendors and Exhibitors may move on site 48 hours prior to the first event day and must be completely ready to begin activities by 9.00am on the first event day. Displays and exhibits must be maintained in full event operation until the end of the final race of the last event day. Exceptions must be approved by MMP management. Vendors and Exhibitors may service their displays from one hour after the final event of any day through till 7.00am on the following morning. Service needs during the event must be coordinated through the MMP security office who will provide necessary restricted duration service passes. Displays and exhibits must be removed from site within 24 hours of the end of each event.

7. Audio Levels

Any audio levels emanating from a display/exhibit must be such that normal conversation can be carried on in adjacent displays or in areas immediately adjacent to the display.

8. Care of MMP Property

Exhibitors, vendors, their staff or agents must not deface or damage any MMP property and in particular may not damage any paved or concrete surface. The exhibitor/vendor is liable for any damages.

9. No Sale of Merchandise

Absolutely no merchandise, food or beverages may be sold or delivered on site without the express, definitive written permission of MMP management. Orders for future deliveries may be taken. Samples may be distributed from the display/exhibit site only. MMP reserves the right to remove any exhibit/display from site if there is a contravention of this rule.

10. **Business Licenses**

Tooele County requires that all business activities in the County be subject to County License regulations. It is the sole responsibility of the exhibitor/vendor to obtain necessary licenses, which the County will only issue to companies/persons who can show the MMP has granted them permission to conduct their activities on MMP property.

11. **Garbage and Waste Management.**

It is the responsibility of the exhibitor/vendor to ensure that their site and the immediately area surrounding their display is kept clear of any waste materials at all times. Vendors/exhibitors must contain waste products in appropriate garbage bags or containers and must deposit these in the MMP provided containment areas/devices.

12. **Labor/Contract Services**

Vendors/exhibitors who make use of outside contractors to provide services such as display erection, power, TV or other service provision and service must ensure that their contractors obey all MMP site rules and regulations and register with MMP security on arrival and departure from site.

13. **Fire, Safety, Health and Hazardous Material Regulations**

The Vendor/Exhibitor agrees to comply with all appropriate local, county and state laws, ordinances and regulations, and the regulations of MMP regarding safety, fire, health and operational matters.

14. **Security**

While MMP maintains an on-site 24 hour security presence they are not responsible for the security of vendor/exhibitor property and vendors and exhibitors are expected to take all necessary and reasonable precautions to protect their property while on MMP property. Vendors and exhibitors may arrange for additional security by contacting the MMP security office prior to the event.

Contract Authorized by _____ Title _____

Signature of Authorizing Party _____ Date _____

Please mail completed contract, together with the required deposit, to:

Miller Motorsports Park – Vendor/Exhibit Services
2901 N Sheep Lane
Tooele, Utah 84074

Or fax completed contract, with credit card information below, to:

435-277-8008
Attn: Vendor/Exhibit Services

Client: _____ - Account Executive

Date: _____

Amount: \$ _____ Date: _____

CC #: _____

EXP Date: _____

Name on CC: _____

Authorized Signature: _____

For additional questions contact 435-277-RACE