



CIRCUIT OF THE AMERICAS, LLC
WEATHERTECH SPORTSCAR CHAMPIONSHIP
MAY 5-6, 2017
EXHIBITOR AGREEMENT



This Exhibitor Agreement (“AGREEMENT”) is between _____ (company name) (“EXHIBITOR”) and the Circuit of the Americas, LLC (“COTA”), a Delaware limited liability company for purposes of exhibiting, demonstrating, distributing, marketing or selling goods and or providing services at COTA during the YEAR season and in connection with Lone Star Le Mans (“EVENT”), May 5-6, 2017 (“EVENT DATES”).

COMPANY NAME: _____

CONTACT NAME: _____

TEXAS SALES TAX #: _____ **FEDERAL ID OR SS#:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

OFFICE #: _____ **CELL #:** _____

E-MAIL: _____

I (we) will sell and/or display goods and/or services at the COTA for sales and/or marketing purposes during the EVENT and EVENT DATES.

EXHIBITOR SPACE: _____

____ 10’ X 10’ – \$250

**ONLY ALLOWED TO SELL TEAM MERCHANDISE
 LOCATION MAY ONLY BE WITHIN TEAM RIG SPACE**

EVENT ACCESS: Please indicate the amount of EXHIBITOR passes you need per day, no more than TWO (2) per day, and the amount of EXHIBITOR parking passes for the EVENT, no more than ONE (1) for the weekend.

EXHIBITOR PASSES: ____ FRIDAY, ____ SATURDAY, ____ SUNDAY

EXHIBITOR PARKING PASSES: ____

EXHIBITOR AGREEMENT TERMS AND CONDITIONS

COTA 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.

1. EXHIBITOR FEES (IF APPLICABLE): Final EXHIBITOR Fees are due and payable not later than 30 days prior to first EVENT day.

We accept all major credit cards. Checks **WILL NOT** be accepted during the week of the event

Please make checks payable to:
Circuit of the Americas
Attn: Nigel Fuentes
9201 Circuit of the Americas Blvd.
Del Valle, Texas 78617

Fees not paid to COTA by the dates required under this AGREEMENT will be subject to interest at the rate equal to the lower of 12% per annum, compounded monthly, or the maximum rate allowed by applicable law.

2. EVENT AREA

- Amount of space marked on this AGREEMENT will be provided
- Any EXHIBITOR exceeding the amount marked shall have its rental space charge increased accordingly or its space revoked and there will be **NO REFUNDS ISSUED**
- **NO** person is permitted to stand/sit on top of its trailer
- **NO** solicitation outside of the space rented

3. PASSES & PARKING

- Maximum of TWO (2) EXHIBITOR passes (general admission) and ONE (1) EXHIBITOR parking passes provided. Additional passes must be purchased prior to the event weekend
- **NO** vehicles other than those used as part of the display will be allowed to park in designated display area.
- EXHIBITOR will not resell any tickets provided under this Agreement without the prior written consent of COTA in its sole discretion

4. EXHIBITOR SPECIFICATIONS & REQUIREMENTS

- **ASSIGNMENT & LOCATION:**
 - Assignments and space location shall be at the sole discretion of COTA and is subject to change prior to time of set-up.
 - An assignment to a particular space in the past does not guarantee the same assignment in the future
 - EXHIBITOR location will be based in part on receipt of contract, space size, full payment, resale permit number and certificate of insurance
- **SET-UP**
 - May 4th, 2017 from 8 AM to 5 PM
 - Must be set-up by May 4th, 2017 at 5 PM
- **MOVE-OUT**
 - Must be moved out by Noon on Monday, May 8th, 2017
- **EVENT DATES & TIMES**
 - May 5th – 6th, 8 AM to 5 PM (subject to change)
 - **MUST** be in operation from 8 AM to 5 PM of each EVENT day (subject to change)

5. EQUIPMENT & PERSONNEL

- **DISPLAY EQUIPMENT:** EXHIBITOR is responsible for all costs associated with the set-up, maintenance, and removal of all signage, furniture, equipment (with the exception of any tent provided by COTA), improvements, activities and operations within its space. EXHIBITOR shall leave its back and sidewalls intact
- **DAMAGE:** EXHIBITOR shall not damage the display space or COTA facilities. EXHIBITOR shall reimburse to COTA all costs related to the damages, which reimbursement shall be in addition to any other amounts owed by EXHIBITOR. COTA may expel EXHIBITOR from the premises and exclude EXHIBITOR from future events.
- **AUTOMOBILE(S) / MOTORCYCLE(S) ON DISPLAY:** Please adhere to the following guidelines:
 - i. **Batteries:** Batteries shall be disconnected in an approved manner.
 - ii. **Fueling:** Vehicles or equipment shall not be fueled or defueled within the display area.
 - iii. **Quantity Limit:** Fuel in the tank shall not exceed one quarter of the tank capacity or 5 gallons, whichever is less

iv. **Inspection:** Fuel system shall be inspected for leaks within ___ days prior to the Event.

v. **Closure:** Fuel-tank openings shall be locked and sealed to prevent the escape of vapors.

vi. **Location:** The locations of the vehicles or equipment shall not obstruct or block means of egress.

vii. **Violation:** If in violation of any of the above, a \$1,000 fine per violation will be issued to EXHIBITOR.

6. POWER

- If you require more than one (1) 120V/20AMP outlet please contact us for further options. Orders are due 30 days prior to first EVENT day. Late orders are subject to a 40% surcharge.
- COTA is not responsible for electrical outages beyond our control.
- Other electrical needs are the sole responsibility of the EXHIBITOR, including: power strips and extension cords (no less than 150' in length).

7. TABLES & CHAIRS

- Tables and chairs must be ordered 30 days prior to first EVENT DATE.

8. NETWORK SERVICE ORDERS

- **ALL** orders are due 30 days from first EVENT day. Late orders are subject to a 40% surcharge

9. INFRINGEMENTS

- **CANNOT** sell, display or give away any of the following: stickers, gasoline/racing fuel, food and/or beverages of any kind, nor any projectile objects or any items containing name and/or logo of the event, sanctioning body, artist name, track outline, event date or the words Circuit of The Americas and/or COTA or Austin360 Amphitheater and/or A360 Amphitheater. All merchandise must be licensed.
- **NO OUTSIDE ALCOHOL IS PERMITTED INTO THE EVENT. THIS IS A TABC REGULATION. ANY VENDOR FOUND WITH ALCOHOL NOT PURCHASED WITHIN THE FACILITY WILL BE IMMEDIATELY REMOVED FROM THE FACILITY.**
- EXHIBITOR represents and warrants that it has the right and has obtained all approvals necessary to use the corporate name, trade names, trademarks, service marks, logos and other proprietary symbols of third parties ("MARKS"), and upon request, EXHIBITOR shall provide in a form satisfactory to sanctioning body(ies) and/or COTA, written evidence of such rights and approvals.
- If COTA is not satisfied by the evidence produced or in the event that EXHIBITOR fails to produce such evidence, sanctioning body and/or COTA will require that the relevant Marks be removed immediately.
- EXHIBITOR products and displays shall not be offensive or inappropriate, and sanctioning body(ies), artist and/or COTA shall have the right to require removal of any items it deems as such in its sole discretion.

10. RESTRICTIONS

- **NOISE:** Cannot create or emit any unduly loud or unreasonable noise in demonstrating product(s)/service(s).
- **CAMPING:** **NO** overnight camping will be allowed within exhibitor and display areas.
- **GIVEAWAYS:** The following guidelines for giveaways will be strictly enforced.
 - i. **NO** giving away or handing out any t-shirt(s), hat(s), gasoline/racing fuel, koozies, food and/or beverage of any kind or any projectile objects. Violations will result in confiscation of product(s), expulsion from the park, exclusion from future events and forfeiture of all fees paid
 - ii. **ALL** giveaway items must be approved by COTA management prior to EVENT DATES
 - iii. **IF** giveaway items are approved EXHIBITOR will be restricted to one hundred (100) units per EVENT DATE to be given away
 - iv. **STICKERS** are allowed with prior written approval by COTA management, but should any stickers be found on any facility assets EXHIBITOR will be charged \$25 per sticker removed

- 11. **CONDITION:** Upon move-out the display area shall be returned broom clean in substantially the same condition as prior to the Event.
- 12. **ASSIGN, SUBLET OR SHARE:** **NO** assigning, subletting, sharing or allocating the whole or any part of the rented space. Any violation may result in expulsion from the facility, exclusion from future events and forfeiture of all fees paid.
- 13. **INSURANCE:** EXHIBITOR is responsible for providing proof of insurance based on COTA set requirements (see pg. 5). Please contact COTA for list of any specific non complying requests. If EXHIBITOR does not have insurance or cannot provide Insurance within 10 days of the EVENT COTA shall be authorized to procure such insurance at an additional charge to EXHIBITOR of \$375.00 for the EVENT. Such amount shall be due and payable to COTA before the designated EVENT DATE.
- 14. **COMPLIANCE WITH LAW**
 - Must comply with all applicable laws
 - Responsible for obtaining a valid Sales Tax Permit issued by the State of Texas. For additional information, you may visit <http://window.state.tx.us/taxpermit/>.
- 15. **CONFIDENTIALITY:** EXHIBITOR agrees that this Agreement and the terms and conditions of this Agreement are confidential and contain proprietary commercial and financial information of COTA and the EXHIBITOR. Except as required by applicable law, and except for disclosure of the terms and conditions of this Agreement to employees, agents, advisors, and lenders of EXHIBITOR, with a need to know such terms and conditions in the ordinary course of business and who are under an obligation to maintain the confidentiality of the terms and conditions of this Agreement, EXHIBITOR will not disclose copies of this Agreement or the terms or conditions hereof without the prior written consent of the other COTA.
- 16. **RISK OF LOSS**
 - **ASSUMPTION OF RISK:** EXHIBITOR, for itself and for its guests and invitees, assumes all risk of personal injury to, or for any loss of or damage to EXHIBITOR's, its guests' and invitees' property from any cause whatsoever. Roving evening security will be provided for Marketplace area beginning the first move in day as stated in Section 4 of this agreement. EXHIBITOR is responsible for securing its display space before leaving each evening. To order designated security for EXHIBITOR SPACE(S), the price is \$20/hour with a 4 hour minimum (rates subject to change).
- **NO GUARANTY OF PROFIT:** COTA makes no guarantees that EXHIBITOR will make a profit or any monies whatsoever as a result of its activities. All financial loss will be borne by EXHIBITOR and no such loss shall be the basis of refund of fees paid to COTA
- 17. **DISCLAIMER OF LIABILITY:** Neither COTA nor any of ITS affiliates or any of their respective officers, partners, employees, directors, members, owners, managers or agents (collectively, the "COTA PARTIES"), will be liable or responsible for any loss, damage, or injury to any person or to any property of EXHIBITOR's employees, agents, contractors, guests and invitees, resulting from any cause whatsoever, unless due to, and only to the extent of, the gross negligence or the willful misconduct of COTA PARTIES.
- 18. **INDEMNITY:** EXHIBITOR agrees to indemnify, defend, and hold harmless COTA its officers, directors, members, employees, agents and affiliates (and the officers, directors, shareholders, members, employees, and agents of any such Affiliates) from and against any and all losses, liabilities, damages, settlements, judgments, penalties, fines, and costs and expenses (including attorneys' fees and court costs) suffered or incurred by any one or more of them arising out of or relating to (i) any negligent act or omission of EXHIBITOR; (ii) damage to any property or injury or death to any third party; and (iii) any violation by EXHIBITOR of any laws, rules or regulations applicable to this AGREEMENT.
- 19. **FORCE MAJURE:** Certain acts are beyond the control of COTA including strikes, lockouts or other labor disputes, civil strife, war, terrorist attack, casualty, earthquake, riot, heavy rains, wind, flood, fire, or acts of God. COTA shall use its commercially reasonable efforts to mitigate such effects but no refunds shall be due.
- 20. **DISPUTES RESOLUTIONS / LEGAL FEES:** Any dispute between the parties related in any way to this AGREEMENT and/or the performance or nonperformance of this AGREEMENT shall be resolved confidentially by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules before an arbitrator mutually agreed upon by the parties. If unable to agree on an arbitrator, the AAA shall appoint one. The decision of the arbitrator shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover attorney fees, costs, and interest. All arbitration hearings shall be held in Austin, Texas.

In the event that EXHIBITOR does not conform to the terms of this AGREEMENT, COTA shall have the right to remove EXHIBITOR from the facility. All costs associated with removal will be borne by EXHIBITOR. No refunds will be issued if EXHIBITOR is removed.

NOTWITHSTANDING THE PROVISIONS OF ANY PURCHASE ORDER, AGREEMENT, INVOICE OR REQUISITION THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTROL.

The undersigned warrants on behalf of EXHIBITOR that he/she has read, understands, and has received a copy of this AGREEMENT, will abide by the terms and conditions hereof and has the authority to execute this AGREEMENT on behalf of EXHIBITOR.

EXHIBITOR:

CIRCUIT OF THE AMERICAS, LLC

(Company Name)

SIGNATURE

SIGNATURE

NAME, TITLE (PRINT)

NAME, TITLE (PRINT)

ACTIVATION/DISPLAY DETAILS

EXHIBITOR (COMPANY NAME): _____

EVENT: _____

ITEM(S) TO BE SOLD/DISPLAYED:	PRICE TO BE SOLD AT: (IF APPLICABLE)	ITEM(S) TO BE GIVEN AWAY:	QTY. GIVEN AWAY/DAY:
1. _____	\$ _____	1. _____	Qty _____
2. _____	\$ _____	2. _____	Qty _____
3. _____	\$ _____	3. _____	Qty _____
4. _____	\$ _____	4. _____	Qty _____
5. _____	\$ _____	5. _____	Qty _____
6. _____	\$ _____	6. _____	Qty _____
7. _____	\$ _____	7. _____	Qty _____
8. _____	\$ _____	8. _____	Qty _____
9. _____	\$ _____	9. _____	Qty _____
10. _____	\$ _____	10. _____	Qty _____
11. _____	\$ _____	11. _____	Qty _____
12. _____	\$ _____	12. _____	Qty _____
13. _____	\$ _____	13. _____	Qty _____
14. _____	\$ _____	14. _____	Qty _____
15. _____	\$ _____	15. _____	Qty _____
16. _____	\$ _____	16. _____	Qty _____
17. _____	\$ _____	17. _____	Qty _____
18. _____	\$ _____	18. _____	Qty _____
19. _____	\$ _____	19. _____	Qty _____
20. _____	\$ _____	20. _____	Qty _____

- **GIVEAWAYS:** *The following guidelines for giveaways will be strictly enforced.*
 - i. **NO** giving away or handing out any t-shirt(s), hat(s), gasoline/racing fuel, koozies, food and/or beverage of any kind or any projectile objects. *Violations will result in confiscation of product(s), expulsion from the park, exclusion from future events and forfeiture of all fees paid*
 - ii. **ALL** giveaway items must be approved by COTA management prior to EVENT DATES
 - iii. **IF** giveaway items are approved EXHIBITOR will be restricted to one hundred (100) units per EVENT DATE to be given away
 - iv. **STICKERS** are allowed with prior written approval by COTA management, but should any stickers be found on any facility assets EXHIBITOR will be charged \$25 per sticker removed

DESCRIPTION OF ACTIVATION(S) – PLEASE BRIEFLY DESCRIBE OF WHAT YOUR SPACE AND ACTIVATION WILL CONSIST OF ALONG WITH A PICTURE OR MOCKUP OF A CURRENT OR PAST ACTIVATION/DISPLAY:

INSGROUP

INSURANCE | RISK MANAGEMENT | EMPLOYEE BENEFITS

Mace Meeks

1455 West Loop South, 9th Floor

Houston, Texas 77027

Phone 713-350-6339/Fax 713-860-8867



SPECIALTY INSURANCE GROUP™

111 Congressional Blvd., Suite 220

Carmel, IN 46032

Tel: 855-744-1113/Fax: 317-853-7052

2016-2017

VENDOR LIABILITY INSURANCE PROGRAM

FOR VENDOR ACTIVITIES ONLY. OTHER ACTIVITIES ARE NOT COVERED BY THIS INSURANCE.

Arranged by Insgroup, Inc. / Mace Meeks

Administered by Specialty Insurance Group on behalf of Everest National Insurance Company

Commercial General Liability Coverage	Limit of Liability
Each Occurrence	\$1,000,000
General Aggregate	\$3,000,000
Personal & Advertising Injury Aggregate	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Expense	No Coverage

THIS PROGRAM IS EFFECTIVE MAY 22, 2016 TO MAY 22, 2017

Remit this amount with the completed form.

Rates: **\$375.00 Per Event**

Vendor Name: Premium is 100% earned upon receipt. There is no refund once coverage is bound.

Event*: _____

Date(s)*: _____

We accept this proposal. Name to appear on the certificate of insurance: _____

We have satisfied the Circuit of The Americas Vendor Agreement Covenants by submitting a certificate of insurance naming Circuit of The Americas entities as Additional Insured (attach copy)

Signature: _____ Date: _____

Company Name: _____

Contact/Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

COMPLETE, SIGN AND RETURN THIS DOCUMENT WITH PAYMENT OR CERTIFICATE OF INSURANCE

Make check payable and send to: INSGROUP, INC.
1455 West Loop South 9th Floor
Houston, Texas 77027
Phone 713-350-6339/Fax 713-860-8876
Attention: Mace Meeks
Email: mmeeks@insgroup.net