

PRESENTED BY:



# COMMERCIAL VENDOR APPLICATION & CONTRACT

PLEASE FILL OUT FORM COMPLETELY AND EMAIL TO: Huffstetler.r@gmail.com For questions please contact Roger Huffstetler @ 865-705-9666 Mail Signed Applications & payments to: Roger Huffstetler 3220 Hwy. 411 Maryville, TN 37801

COMPANY INFORMATION	
Company Name:	Phone:
Address:	Email:
City, State, Zip:	Onsite Contact:
Contact Name:	
Description of goods /services:	
NOTICE: Only products/services listed above will be allowed in your booth	
SPACE REGISTRATION INFORMATION	
BEFORE AFTER BOOTH DIMENSIONS JUNE 1ST 2023 JUNE 1ST 2023  INDOOR: LIMITED TO 10' DEPTH	<b>50% Deposit required to reserve booth space</b> Deposit required by June 1, 2023 • Balance due by August 1, 2023
10'X10'\$400\$600\$	
20'X10'\$600\$800\$ 30'X10'\$750\$950\$	PAYMENT METHOD:
40'X10'\$900\$1100\$	I HAVE ENCLOSED A COMPANY CHECK OR MONEY ORDER FOR: (NO PERSONAL CHECKS ACCEPTED)  \$
50'X10'\$1050\$1250\$	MAKE CHECKS & MONEY ORDER PAYABLE TO TRIPLE CROWN OF RODDING LLC  NOTE: \$30.00 FEE ON ALL RETURNED CHECKS
OUTDOOR: 20' TO 30' DEPTH	OR - PLEASE CHARGE THE FOLLOWING TO MY CREDIT CARD (3% SERVICE FEE APPLY)
20'X20'\$600	CHARGE 50% DEPOSIT NOW AND ON AUGUST 1, 2023, CHARGE THE BALANCE
30'X20'\$750\$950\$	l <u>'</u>
40'X20'\$900\$1100\$	CHARGE THE FULL AMOUNT NOW
50'X20'\$1050\$1250\$	CREDIT CARD #
60'X20'\$1200\$1400\$	EXP. DATE: 3 DIGIT CVV #
70'X20' \$1400 \$1600 \$	
80'X20' \$1600 \$1800 \$ 50'X30'* \$1800 \$2000 \$	CARDHOLDER NAME: ZIP CODE:
80'X30'^\$2000\$2200\$	
100'X30'+(Limited) \$2200\$2400\$	CARD HOLDER SIGNATURE
*50'x30'Outdoor 50'x30' reserved for trailers (minimum 24' in length) with minimum 18' awning  ^80'x30'Outdoor 80'x30' reserved for Semi's (or) trailers (minimum 40' in length) with minimum 18' awning  +100'x30'Outdoor 100'x30' reserved for Semi's (or) trailers (minimum 40' in length) with minimum 18' awning	I have read and agree to abide by the Vendor/Exhibitor Rules and regulations appearing on the front and back of this
TRAILER SPACE (Please fill in this section)	application. I understand that any any change of information
Awning Depth	in this Application MUST BE MADE IN WRITING.
Vend from which side of trailer: Driver Passenger	
<b>50% Deposit required to reserve booth space</b> Deposit required by June 1, 2023 • Balance due by August 1, 2023	Authorized Signature Date: UPON ACCEPTANCE, THIS APPLICATION BECOMES YOUR CONTRACT AND INVOICE No other invoice will be provided.
TERMS  All spaces not reserved by July 2, 2023, will be sold on a first come, first served basis.	Title: (print or type)
Two vendor/exhibitor passes will be allowed for each 10' of booth frontage (10 passes	Vendors are repsonsible for all state sales tax and filings
max) and one vendor/exhibitor parking pass per company. (Extra parking pass \$15, Extra Exhibitor Pass \$35) Credential are not mailed, they will be issued during the check-in hours only. NO CREDENTIALS OR SET-UP on event days.	Application accepted by Triple Crown of Rodding: Date:

Triple Crown of Rodding • September 8 & 9, 2023 • Nashville Superspeedway

## **RULES AND REGULATIONS FOR TRIPLE CROWN OF RODDING 2023**

A. Vendors/Exhibitors shall not assign, sublet, share or apportion the whole or any part of the exhibit space they have applied for or are later assigned. However, in the event of the sale of Vendor's/Exhibitor's business and written proof of the business sale made to Triple Crown of Rodding (referred to as TCR LLC) by the new Vendor/Exhibitor or applicant, the new business owner may be able to occupy the assigned space.

#### 1. EVENT ENTRY HOURS

Vendor/Exhibitor personnel are only allowed to enter the Vendor/Exhibitor area one (1) hour prior to the official start of the show on event days with event Vendor Credential. No vehicles will be allowed into the Vendor/Exhibitor area on event days.

A. Event / Show hours are 7am - 5pm Friday September 8th & 8am - 5pm Saturday September 9th

#### 2. SET-UP AND CREDENTIAL PICK-UP

A. Exhibitor spaces will be available for set-up from 8am to 5pm, Wednesday September 6, & Thursday September 7, 2023. Move in hours will be strictly enforced for security purposes. ALL EXHIBITORS MUST BE SET UP PRIOR TO 5PM THURSDAY SEPTEMBER 7TH. NO EXCEPTIONS.

- B. Parking/gate passes, exhibitor credentials will be issued at the exhibit resgistration location. Each exhibitor will be issued one (1) grounds parking pass. (THESE VEHICLES MUST BE PARKED IN DESIGNATED VENDOR PARKING AREAS ONLY. Please note... NON DISPLAY VEHICLES WILL NOT BE ALLOWED TO PARK IN OR AROUND DISPLAY AREAS. MISUSE OF CREDENTIALS WILL RESULT IN IMMEDIATE EJECTION FROM THE EVENT WITH NO REFUND.
- $\mbox{C.}$  Handicapped vehicles (i.e. those with the proper ADA credentials) are required to park in the designated area.
- D. Exhibitor display and merchandise must remain within the confines of the contracted space. Exhibitor materials must not overflow into the aisles. Distribution of sales materials and sales aids must take place within your assigned vendor space only.
- E. Booth space must be used solely for the company/person and for the products and services stipulated in the rental agreement. Subletting of space by exhibitorsis strictly prohibited. Food & beverages sales will not be permitted. Any violation of contracted services will result in immediate removal without refund.
- F. All displays including vehicles must be in place and excess material, cartons and refuse removed by 5pm on the final set-up date. TCR LLC assumes no responsibility for Vendor/Exhibitor materials left unattended during set-up and/or credential pick-up.
- G. Set-up is only allowed during the specified set-up days and times No set-up allowed during event days. No vehicle access to booth areas to drop off product during event days. Credentials must be picked up by 5pm of final credential pick-up day.
- H. Any space not claimed and occupied by 5pm on the final set-up day may be reassigned or resold by TCR LLC, and NO refunds, transfers or credits will be given.

### 3. VENDOR/EXHIBITOR INSURANCE

The Vendor/Exhibitor shall have liability insurance coverage of not less than \$1 million dollars and shall provide TCR LLC with a Certificate of Insurance, naming TCR LLC as an additional insured.

#### 4. OPERATIONS AND CONDUCT AT EVENT

A. Exhibitors are required to maintain a neat and ordely appearance. TCR LLC reserves the right to remove any vendor not selling items listed on this application or deemed not family/show friendly by TCR LLC staff. All decisions are at the sole discretion of TCR LLC and are final. Vulgar language, alcoholic beverage consumption or drug use will not be tolerated at event site. B. None of the following items [guns, knives, drug paraphernalia, animals, reptiles, birds, or any illegal substance or items] are to be sold, promoted, or used in any part of the Vendor/Exhibit space. Single occupancy (ADA approved) scooter or service animal will only be allowed for use by handicapped personnel.

- C. Vendor/Exhibitor will not be allowed to obstruct the view from any side of their assigned booth display area(s), cause injury to, or adversely affect the displays of other Vendors/ Exhibitors. The indoor booth overall height is restricted to 10 feet, including flags. Products and furnishings should be arranged with the safety of the exhibitors and attendees in mind.
- D. Absolutly no use of TCR LLC logos in your merchandise sales. Exhibitor ad apparel sales allowed. E. Vendor/Exhibit personnel must wear appropriate apparel (i.e. no swimwear, thong shorts, or bikinis). NO selling or promoting of any thong, bikini or undergarments. No vulgar or unlawful products and/or services (as determined at the sole discretion of TCR LLC) shall be sold, promoted or demonstrated at the event.
- F. Each Vendor/Exhibitor is responsible for all damage to any property caused by Vendor's/Exhibitor's staff, personnel, or representatives.
- G. Vendor/Exhibitor shall not distribute any advertising matter, literature, souvenir items or promotional materials in or about the Vendor/Exhibitor areas except from its own assigned Vendor/Exhibitor space or booth. All advertisement or display of good or services other than those manufactured, distributed, or sold by the Vendor/Exhibitor in the regular course of business and identified in this contract is prohibited.
- H. Vendors/Exhibitors are not permitted to host or sponsor any event which attracts buyers during Vendor/Exhibit days at the event or which otherwise conflicts with the scheduled program promoted by TCR LLC at the event.
- I. Vendors/Exhibitors are not granted exclusive rights to any specific product category.
- J.Trailer Parking: Vendors/Exhibitors with trailers or oversized vehicles are required to park in the designated area marked as "Trailer" parking.
- K. Display Vehicles: (i) All Display Vehicles must remain in assigned booth space from close of set-up day through the last day of the event. NO "in and out" driving privileges allowed for any exhibited Display Vehicles (ii) If a Display Vehicle used in an outdoor exhibit is to have "in and out" event driving privileges, it must be registered as a normal participant vehicle for the event. L. No food or beverage sales or samples allowed.
- M. Freight: Any shipments made to the event, and all arrangements and costs necessary to unload/load Vendor/Exhibitor freight, any and all freight (including UPS, Federal Express & DHL)

can ONLY be signed for and accepted by the receiving Vendor/ Exhibitor on the assigned set-up and credential pick-up day. TCR LLC and/or the facility staff WILL NOT sign for or accept any Vendor/Exhibitor freight or mail.

N. All demonstration areas must be organized within the Vendor's/Exhibitor's exhibit space so as not to interfere with any pedestrian traffic in aisles. All demonstration tables & areas must be placed at least 1 foot inside the booth aisle line. Should customers/ spectators interfere with the normal pedestrian traffic flow or overflow into neighboring exhibits, TCR LLC may require that the demonstration either be moved to take place entirely within the Vendor's/Exhibitor's booth space or be eliminated altogether, with NO refund, transfer or credit due to such actions.

O. Vendors/Exhibitors MUST keep the noise levels from demonstrations or music in their exhibit booth space to a minimum and must never interfere with TCR LLC or the facility public announcement systems.

P. NO voice amplification by Vendor/Exhibitor.

Q. Baseball caps, apparel and sunglasses will NOT be allowed to be sold or promoted that conflicts with TCR LLC merchandise by any Vendor/Exhibitor.

R. Booth space must be occupied by Vendor/Exhibitor staff during event hours.

#### 5. TEAR - DOWN

A. No removal of product and/or equipment prior to 4pm Saturday Septemebr 9.

B. EARLY TEAR-DOWN IS SUBJECT TO FORFEIGHT FIRST RIGHT OF REFUSAL FOR 2024 TCR EVENT AND RISK APPLICATION REJECTION. Exhibitors will remain open and operational until Saturday September 9th at 4pm.

C. All trailers and outside displays must be removed by Sunday September 10 at 12pm (noon). In order to protect spectators, display vehicles cannot be removed until 5pm Saturday September 9th. D. Vendor/Exhibitor agrees to dismantle their display as soon as practical after the end of the event. TCR LLC assumes no responsibility for any Vendor/Exhibitor material left unattended during teardown. All product and equipment must be removed after end of the event unless prior written approval has been provided by TCR LLC.

E. Any product or materials needing to be picked up and shipped after tear-down are the sole responsibility of the Vendor/Exhibitor. TCR LLC and/or the event facility shall not be responsible for products, or items left after end of tear down.

By signing this contract, I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH The Triple Crown of Rodding LLC, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I acknowledge that this Release of Liability will be used by the event holders, sponsors, and organizers of the event in which I may participate, and that it will govern my actions and responsibilities at said event.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, Triple Crown of Rodding LLC, the owner/operator of the event facility, all other vendors/exhibitors at the event and each of their respective owners, Shareholders, directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this contract from any and all liabilities or claims made as a result of participation in this event, whether caused by the negligence of release or otherwise. I acknowledge that they are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this event may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, exposure to disease and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the event. These risks are not only inherent to participants, but are also present for volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this event.

I understand while participating in this event, I may be photographed. I agree to allow my photo, video, or film likeness as well as my personal property and vehicle to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. Signature on previous page is acknowledgement of consent.