

# VENDOR/EXHIBITOR RULES & REGULATIONS

## 1. APPLICATION AND FEES

A. This Application shall be subject to the prior approval of Goodguys Enterprises, Inc. dba Goodguys Rod & Custom Association ("Goodguys") which reserves the right to reject any application at its sole discretion. Upon Goodguys approval of this Application, the fees set forth in this Application become due and payable as your invoice/bill.

NO OTHER INVOICE WILL BE PROVIDED.

B. Space rental fees are printed on the first page of this Application.

C. Vendor/Exhibitor must submit \$200.00 or 50% of total exhibit space cost, whichever is greater, as a Deposit with this Application. Payment of the remaining unpaid balance must be postmarked or hand-delivered by the Payment Due Date set forth on the first page of this Application. If the full payment is not received by the Payment Due Date an additional Payment Fee of 20% shall become due and payable. Make checks payable to Goodguys Rod & Custom Assn. and mail or hand-deliver to: 3575 Lone Star Circle, Suite 320, Fort Worth, TX 76177 attention Sales Dept. Payment in USA funds only; NO personal checks accepted. If full payment due is not received by the Payment Due Date, a Vendor/Exhibitor space will not be guaranteed.

D. Cancellation must be in writing and received by Goodguys no later than the Payment Due Date. Upon timely receipt of your written cancellation, Goodguys will withhold Deposit as a cancellation fee and transfer any additional credit balance to Vendor's/Exhibitor's amount(s) due for other events. After the Payment Due Date, there will be NO refunds, transfers or credits for cancellation.

2. ELIGIBILITY AND ACCEPTANCE BY GOODGUYS. At any time, Goodguys reserves the right to determine eligibility of Vendors/ Exhibitors for any event and for any reason. Goodguys may withdraw its acceptance of Application. Submission of this Application and Deposit does not guarantee acceptance by Goodguys.

## 3. VENDOR/EXHIBITOR SPACE ASSIGNMENT

A. The method of determining space assignment shall be established by Goodguys and may be changed from time to time without notice to Vendors/Exhibitors.

B. Exhibit space size requests must be specified on this Application. Goodguys reserves the right to reassign a Vendor/Exhibitor location to accommodate event needs.

C. 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 Goodguys by the new Vendor/Exhibitor or applicant, the new business owner may be able to occupy the assigned space.

## 4. LIVE 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 entry ticket. No vehicles will be allowed into the Vendor/Exhibitor area on event days.

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

A. All displays including vehicles must be in place and excess material, cartons and refuse removed by 5pm on the final set-up date. Goodguys assumes no responsibility for Vendor/Exhibitor materials left unattended during set-up and/or credential pick-up.

B. 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 4pm of final credential pick-up day.

C. Any space not claimed and occupied by 4pm on the final set-up day may be reassigned or resold by Goodguys, and NO refunds, transfers or credits will be given.

D. Vendors/Exhibitors to provide their own UL extension cords and any 3 prong adapters needed for paid electrical service (through Goodguys). Electrical fees printed on the front of the application.

## 6. TEAR - DOWN

A. No removal of product and/or equipment prior to Final Event Day tear-down start time.

B. EARLY TEAR-DOWN IS SUBJECT TO A \$500.00 ASSESSMENT that must be paid to Goodguys if applicant is to be a Vendor/Exhibitor at another Goodguys event.

C. Vendor/Exhibitor agrees to dismantle their display as soon as practical after the end of the event.

Goodguys assumes no responsibility for any Vendor/Exhibitor material left unattended during tear-down.

All product and equipment must be removed after end of the event unless prior written approval has been provided by Goodguys.

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

## 7. VENDOR/EXHIBITOR INSURANCE

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

## 8. OPERATIONS AND CONDUCT AT EVENT

A. Goodguys reserves the absolute right to restrict any exhibit to appropriate and suitable methods of operation and/or displays of material. If for any reason an exhibit and/or its contents, or the conduct of Vendor's/Exhibitor's staff, are deemed objectionable by Goodguys. at its sole discretion, then, that exhibit and/or staff member shall be subject to immediate removal from the event at Vendor's/ Exhibitor's sole expense. NO vulgar language, alcoholic beverage consumption or drug use will 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 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) [booth sides will not be allowed over 3 feet in the front half of booth depth], cause injury to, or adversely affect the displays of other Vendors/ Exhibitors. The 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. Any use of Goodguys logos must be approved in writing by Goodguys.

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 Goodguys) 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 an event or which otherwise conflicts with the scheduled program promoted by Goodguys at the event.

I. Vendors/Exhibitors are not granted exclusive rights to any specific product category at an event. All non-automotive items (i.e. apparel, baseball caps, hats, and sunglasses) and specialty product type exhibits will be limited in number and/or booth space size at the sole discretion of Goodguys. In an effort to provide

a fair & competitive pricing atmosphere and to ensure the highest quality of products are sold at our events all vendors selling any type of t-shirt or baseball-style cap at a Goodguys event must adhere to a minimum individual retail sales price of \$20 each for such items.

J. Parking: Vendors/Exhibitors are required to park in the designated area marked as "Vendor/Exhibitor" parking. Handicapped vehicles (i.e. those with the proper ADA credentials) are required to park in the designated area. 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 the assigned indoors booth space from close of set-up day through the last day of the event. NO "in and out" driving privileges allowed for any indoor exhibited Display Vehicles - All display vehicles must have a battery disconnect or kill switch and less than a ¼ tank of fuel. NO EXCEPTIONS. (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 that event.

L. Food Sales/Samples: Any Vendor/Exhibitor wishing to hand out or sell food of any kind during the event must have prior written consent from the facility concessionaire, as well as all proper health permits, etc.

M. Freight: Any shipments made to the event, and all arrangements and costs necessary to unload/load Vendor/Exhibitor freight, including forklifts, must be made through the facility or event decorator, are the sole responsibility of the Vendor/Exhibitor, and must be paid to the facility or event decorator. 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. Goodguys 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 1'0" inside the booth aisle line. Should customers/ spectators interfere with the normal pedestrian traffic flow or overflow into neighboring exhibits, Goodguys 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 Goodguys or the facility public announcement systems.

P. NO voice amplification by Vendor/Exhibitor inside buildings or covered areas

Q. Baseball caps, apparel and sunglasses will NOT be allowed to be sold or promoted by any Vendor/Exhibitor that is not exclusively in the apparel and sunglass category.

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

S. Vendors/Exhibitors must clearly display their refund, return, or cancellation policy within the booth space. This policy must be disclosed to the buyer clearly and conspicuously before the transaction is completed.

## 9. SHARING OF CUSTOMER LISTS AND BUSINESS PROSPECTS

If Vendor/Exhibitor has a "Raffle/Sign-Up" at Goodguys' Event, Vendor/Exhibitor agrees to share with Goodguys the names, addresses, telephone numbers, and any other identifying information ("Information") that Vendor/Exhibitor obtains, receives or collects from participants and spectators as part of that "Raffle/Sign-Up", to the extent such sharing is permitted and lawful. Vendor/Exhibitor shall deliver to Goodguys said information in a readily discernible machine-readable computer format within 30 days after the event. Any Vendor/Exhibitor who intends to have a "Raffle/Sign-Up" at a Goodguys event must have written approval from Goodguys prior to having any "Raffle/Sign-Up".

## 10. ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNIFICATION & HOLD HARMLESS

A. THE UNDERSIGNED IS AWARE OF THE INHERENT RISKS OF INJURY, DEATH, AND PROPERTY DAMAGE INVOLVED IN ATTENDING THE EVENT, INCLUDING WITHOUT LIMITATION RISKS DUE TO MOVING VEHICLES, ATTENDING MASS GATHERINGS, CONTAMINATION, ILLNESS, INCLUDING BUT NOT LIMITED TO PANDEMIC AND EPIDEMIC LEVEL ILLNESSES. VENDOR/EXHIBITOR IS AWARE OF THE RISKS OF INJURY, DEATH, AND PROPERTY DAMAGE THAT MAY RESULT FROM, AMONG OTHER CAUSES, THE ACTIVE OR PASSIVE NEGLIGENCE OF GOOD GUY ENTERPRISES, INC. dba GOODGUYS ROD AND CUSTOM ASSOCIATION ("GOODGUYS") AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ENTRANTS (COLLECTIVELY, "RELEASED PARTIES"), INCLUDING WITHOUT LIMITATION THE RISK OF NEGLIGENCE INSTRUCTION OR SUPERVISION. VENDOR/EXHIBITOR IS VOLUNTARILY IN ATTENDANCE AT THE EVENT WITH KNOWLEDGE OF THE RISKS OF INJURY, DEATH, PROPERTY DAMAGE, ILLNESS, AND OTHER RISKS, AND ASSUMES ANY AND ALL KNOWN AND UNKNOWN RISKS OF INJURY, DEATH, PROPERTY DAMAGE, AND ILLNESS THAT MAY RESULT FROM ATTENDANCE AND PARTICIPATION IN ANY ACTIVITY AT THE EVENT.

B. The Vendor/Exhibitor and each person associated therewith (i.e. Principles, employees, spouses, guests, agents, survivors, heirs, guardians, executors, representatives, and next of kin) as specifically represented by the person whose name and signature appears on this Application, herein agrees to indemnify, defend, and hold harmless, and to release and forever discharge, from any and all known and unknown damage, injury, death, illness, property damage, loss, liability, claims, penalties, actions, causes of action, judgments, and liabilities of every kind and description (including court costs and attorney's fees), occasioned by, resulting from, and/or related to this event, any conduct, actions and/or omissions of anyone connected with this event, including: Goodguys; the owner/operator of the event facility; all other vendors/exhibitors at the event; and each of their respective owners, shareholders, officers, directors, employees, agents, staff, independent contractors, representatives and servants; and any other persons connected with the promotion, production, management and/or presentation of any portion of the event (the "Released Parties"). Additionally, Vendor/Exhibitor and each person associated therewith (i.e. Principles, employees, spouses, guests, agents, survivors, heirs, guardians, executors, representatives, and next of kin) as specifically represented by the person whose name and signature appears on this Application, releases Released Parties from all liability for all claims, damage, or demands for personal injury, illness, death, or property damage, arising from or related to this agreement or to attendance at and/or participation in any activity at the event, whether the injury, illness, death, or property damage occurs on or off the premises. This release includes, without limitation, any personal injury, illness, death, or property damage caused by the active or passive negligence of any of the Released Parties. The undersigned bears sole responsibility for any loss.

C. The Vendor/Exhibitor, as represented by their signature on this Application, agrees and specifically acknowledges that Goodguys and their officers, staff, employees, agents, representatives and/or servants, are herein totally absolved from any responsibility or liability whatsoever in any matters relating to any restrictions, controls, and/or conditions imposed on the Vendor/Exhibitor by any regulatory agency or government authority (whether federal, state, regional or local), whether in connection with, before, during, or after this event, or otherwise.

D. No transfers, refunds or credits shall be made due to weather. Events are held regardless of weather conditions.

**ATTENTION: EACH ATTENDEE MUST ACKNOWLEDGE THESE RULES AND REGULATIONS BY SIGNING BELOW**

**COMPANY NAME** \_\_\_\_\_

**ATTENDEE NAME** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_