

Tahoe Off-Road Triathlon Exhibitor/Vendor Application and Contract

Company Name: _____ State Sales Tax I.D. # _____

Contact responsible for exhibit: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: Day (____) _____ Evening (____) _____

Attach list of items planned to be sold at the event, please include the cost.
Describe your vending set up, tent, trailer, booth, etc.

FEES:

To display and sell products or services:

10x10 Space Only	\$400		
10x10 W/Tent, Table, Chair	\$500		

Additional expo space sizes are available.

SCHEDULE:

Saturday, June, 27 8:00AM - 12:30PM

PAYMENT:

Full payment for booth space is required with application. Please make checks payable to:

Big Blue Adventure, LLC

If paying by credit card: Card Number _____

Expiration Date _____

Name on Card _____

Security Code _____

Zip Code _____

BOOTH LOCATION:

Booth assignments will be made taking into consideration booth size requirements, products to be exhibited, location to other exhibitors, and date applications received.

EXHIBITOR VEHICLES / LOADING

Vehicles will not be permitted to load or unload during expo hours. Parking of exhibitor vehicles in the expo area is strictly prohibited during expo hours. Exhibitor parking area will be conveniently located within walking distance of expo area.

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1. Payment/Cancellation Policy: Booth rental is for a 10' x 10' space without tent, table, and chairs. Tents (10'x10') can be provided at an additional cost of \$200. Payment in full must accompany application. Make checks payable to Big Blue Adventure, LLC. All Cancellation requests must be made in writing. Exhibitors canceling forfeit 25 % of booth rental fee. NO REFUNDS AFTER (4) four days prior to the event.

2. Space Assignments: Space rental fees must be received no later than (1) one week prior to the event. A booth space consists of one or more 10' x 10' areas. Tents and additional booth space furnishings are available at additional costs listed above. Booth assignments will be made based on space requirements, products to be exhibited, the date application is received, and consideration of the overall best interest of the show. Exhibitors shall be arranged so that they will not obstruct the walkways of general view and will not obstruct the exhibits of others. All booth and exhibit materials must fit within dimensions of booth. Plans for specifically built displays should be submitted to Big Blue Adventure, LLC ("Management") for approval.

3. Operation: Exhibitors will keep exhibit open and staffed at all times during show hours. Management reserves the right to restrict exhibit to minimum noise level and to suitable methods operation and display of materials. Exhibitor agrees the Management may substitute the actual space assigned to Exhibitor if necessary.

4. Trademarks: No products bearing the "event" trademark, name, logo, or reference to such may be sold or distributed without written permission from Big Blue Adventure, LLC. Management reserves the right to restrict the sale or display of any item, which it deems objectionable. If, for any reason, an exhibit or its contents are deemed objectionable, the exhibit, product, or item will be subject to removal. Should such an eviction or restriction be enforced, Management shall not be held liable for refunding of rental fees or funds for exhibition rental, except at its own discretion.

5. Management & Dismantling: Management reserves the right should any rented Exhibitor's space remain unoccupied on the opening day or should any space be forfeited due to failure to make payment, to rent said space to any other Exhibitor or use said space in any other manner, but this clause shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in this invoice for space rental should Management not resell the space. Exhibitor shall be solely responsible as its own expense, for installing and dismantling its booth. Exhibitor shall repair any such damage caused by such dismantling and return the space in the same condition as received.

6. Fire, Safety, Health & Regulations: Exhibitors agree to comply with local, city and state laws, ordinances and regulations and the regulations of the owner covering fire, safety, health and all other matters. All exhibit equipment and materials will be reasonably located within the booth and protected by safety and devices where necessary. Exhibitors shall take necessary fire precautions and are REQUIRED to have a UL listed fire extinguisher.

7. Liability Exclusion: Management will not be liable for loss or damage to the property from theft, fire, accident, or any other cause beyond its control. Exhibitor agrees to indemnify, protect, defend and save and hold harmless Big Blue Adventure, LLC, its officers, directors, and organizers, owners, and agents, representatives, or employees of the above from all claims, demands, damages, and liability of whatsoever kind of character asserted by any person or persons on account of damage to property or the leased premises arising out of the use of the Exhibitor's leased premises by Exhibitor, or the negligence or willful misconduct of Exhibitor or its agents, employees or invitees or a breach of this contract by Exhibitor or its agents, employees or invitees. The Exhibitor, on signing this Agreement, expressly releases the aforementioned from all claims for loss, damage or injury.

8. Insurance and Liability: The vendor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to vendor's displays, equipment, and other property brought upon the premise of the festival site. FOOD vendors MUST provide a Certificate of Insurance to Big Blue Adventure, LLC in the amount of \$1,000,000.00 (one million dollars). The certificate MUST include the following phrase: "XTERRA Tahoe City"

9. Utilities: Electric and/or water services are available during the "event" Expo. Exhibitors requiring said services need to make arrangements directly with Expo Management to authorize the use of generators and other electrical systems and any utilities needs.

10. Inability to Perform: If Management should be prevented from holding the Expo or if it cannot permit Exhibitor to occupy his space due to circumstances beyond its control, including but not limited to; strike, civil disobedience and acts of God, Management will refund to Exhibitor the amount of rental paid to him, less a proportionate share of exposition expenses, and Management shall have no further obligation of liability to Exhibitor. If Exhibitor shall have made no rental payment, he nevertheless shall be obligated to pay his share of the expenses.

11. Rules and Regulations: Management shall have full power in the interpretation and enforcement of all rules contained herein to make such further relies and regulations as it shall consider necessary for the proper conduct of the Expo.

12. Alcoholic Beverages, Bottles & Cans: No alcoholic beverages are permitted on the "event" Expo grounds unless licensed by Management to sell same. No glass bottles are permitted.

By completing this contract we agree to exhibit our products/services in the XTERRA Expo and to abide by the rules, regulations and conditions governing the Expo as stated above.

Authorized Applicant Signature: _____

Print Name: _____

Title: _____ Date: _____