VENDOR/EXHIBITOR SPACE RENTAL APPLICATION

GOODGUYS 21st SUMMER GET-TOGETHER

May 31 & June 1, 2014 • Pleasanton Fairgrounds • Pleasanton, CA

IMPORTANT - THIS APPLICATION WILL ONLY BE CONSIDERED IF ALL AREAS ARE FULLY COMPLETED AND DEPOSIT/FULL PAYMENT IS ENCLOSED.

803 *For Event Management Use Only*

ID# _____

C# _____

PMT _____

_____

❶ COMPANY INFORMATION

Company Name _____

Address _____

City _____ State/Province _____ Zip _____ -_____

Telephone _____ Fax _____

INTERNAL Contact Name _____ Title _____

Email _____ Website _____

*California Sales Tax # _____

***You must have a California Sales Tax Number or completed BOE-410D before Credential Pick-Up & Set-Up.** If you do not have one, please call (800) 400-7115 or visit www.boe.ca.gov. To obtain a retail license please visit: www.boe.ca.gov/pdf/boe410d.pdf

ON SITE Contact Name _____ Cell _____ Email _____

RIG DRIVER'S Info (if applicable) Name _____ Cell _____ Email _____

❷ You MUST list the products/manufacturers OR services you will be selling OR promoting in your booth space**.

_____

** NOTICE: All apparel products, non-automotive and specialty type products sold by vendors/exhibitors will be limited in number and/or booth space size. (Voice amplified pitching will NOT be allowed inside the buildings or covered area).

❸ BOOTH SPACE SIZE & DEPOSIT/PAYMENT INFORMATION

EARLY DISCOUNTED PRICING - BEFORE APRIL 20, 2014

Total Space Required: _____d' x _____w' ❑ INDOOR ❑ OUTDOOR

INDOOR: First 10'x10' @ $395 ..... = $ _____
Additional 10'x10' @ $200 each ..... = $ _____
Corner @ $100 ..... = $ _____

Electrical (15 Amps-110V) ea. outlet $70 x_____ ..... = $ _____

OUTDOOR: *(Limited Space)* First 10'x10' @ $395 ..... = $ _____
Additional 10'x10' @ $200 each ..... = $ _____
Corner @ $100 ..... = $ _____

Electrical *(Certain Areas ONLY)* (15 Amps-110V) ea. outlet $70 x____ = $_____

OUTDOOR TRAILER SPACE: Awning Depth _____
(Must be a trailer) 20'x 30' @ $695 ..... = $ _____
20'x 50' @ $895 ..... = $ _____

SEMI's ONLY, Semi-trailer space 30'x 80' @ $1500 ..... = $ _____
Additional trailer space @ $250 per 10 linear ft. = $ _____
Corner @ $100 ..... = $ _____

Vend from which side of trailer: ❑ Passenger ❑ Driver

ADDITIONAL 2-DAY VENDOR PASSES $30 x _____ = $ _____

TOTAL ..... = $ _____

50% Deposit (Required to Reserve Space)..... = $ _____

BALANCE..... = $ _____

REGULAR PRICING - AFTER APRIL 20, 2014

Total Space Required: _____d' x _____w' ❑ INDOOR ❑ OUTDOOR

INDOOR: First 10'x10' @ $475 ..... = $ _____
Additional 10'x10' @ $240 each ..... = $ _____
Corner @ $120 ..... = $ _____

Electrical (15 Amps-110V) ea. outlet $85 x_____ ..... = $ _____

OUTDOOR: *(Limited Space)* First 10'x10' @ $475 ..... = $ _____
Additional 10'x10' @ $240 each ..... = $ _____
Corner @ $120 ..... = $ _____

Electrical *(Certain Areas ONLY)* (15 Amps-110V) ea. outlet $85 x____ = $_____

OUTDOOR TRAILER SPACE: Awning Depth _____
(Must be a trailer) 20'x 30' @ $835 ..... = $ _____
20'x 50' @ $1075 ..... = $ _____

SEMI's ONLY, Semi-trailer space 30'x 80' @ $1800 ..... = $ _____
Additional trailer space @ $300 per 10 linear ft. = $ _____
Corner @ $120 ..... = $ _____

Vend from which side of trailer: ❑ Passenger ❑ Driver

ADDITIONAL 2-DAY VENDOR PASSES $30 x _____ = $ _____

TOTAL ..... = $ _____

PAYMENT METHOD:

I HAVE ENCLOSED A COMPANY CHECK (NO PERSONAL CHECKS ACCEPTED) OR MONEY ORDER FOR:

$_____ Total/Balance Due on April 20, 2014

- OR - PLEASE CHARGE THE FOLLOWING TO MY MASTERCARD OR VISA:

❑ Deposit now AND Balance Due on April 20 2014 **❑ Full Amount**

 # _____ /_____ /_____ /_____ Exp Date: _____

CVN# _____ Cardholder Name: _____

Signature: _____

❹ TERMS

TERMS: All spaces not reserved by February 9, 2014 will be sold on a first come, first served basis. Two vendor/exhibitor passes allowed for each 10' booth frontage and One Vendor/Exhibitor Parking Pass per company. Credentials are not mailed, they are issued during check-in hours only.

❺

I have read and agree to abide by the Vendor/Exhibitor Rules and Regulations appearing on the front and the back of this Application. I understand that any change of information in this Application MUST BE MADE IN WRITING.

Authorized Signature X_____ Date _____

UPON ACCEPTANCE, THIS APPLICATION BECOMES YOUR CONTRACT AND INVOICE

Name (print or type)_____ Title _____

Application Accepted by Goodguys _____ Date _____

Rev. 7/10/13

GOODGUYS ROD & CUSTOM ASSOCIATION • P.O. Box 9132 • Pleasanton, CA 94566 • PHONE: 925.218.9151 • FAX: 925.226.7045 • sales@good-guys.com

2014 VENDOR/EXHIBITOR RULES AND REGULATIONS

1. **APPLICATION AND FEES**

A. This Application shall be subject to the prior approval of Goodguys which reserves the right to reject any application in the best interest of the event. With Goodguys approval of this Application, then this Application becomes your invoice/bill which is due and payable. **ANOTHER INVOICE WILL NOT BE MAILED**.

B. Space rental fees are printed on the front side of this Application.

C. Vendor/Exhibitor must submit a minimum deposit of $200.00 or 50% of total exhibit space cost as a Deposit with this Application if it is postmarked by February 9, 2014. Payment of the entire unpaid balance that is now due must be delivered (and postmarked) by the Payment Due Date set forth on the front of this Application, or else an additional Payment Fee of 20% shall be due and payable. Make checks payable to Goodguys Rod & Custom Assn. and mail to: 1071 Serpentine Lane, Pleasanton, CA 94566, attention Sales Dept. Payment in USA funds only, and NO personal checks accepted.

D. Cancellation must be in writing, and if it's received by Goodguys no later than the Payment Due Date, then Goodguys will only withhold $200 as a cancellation fee, with any balance reassigned to Vendor's/Exhibitor's amount(s) due for other events. However, after the Payment Due Date, there will be NO refunds, transfers or credits for any cancellation. Goodguys is also not liable for interest on any balance reassigned.

2. **ELIGIBILITY AND ACCEPTANCE BY GOODGUYS**

Goodguys reserves the right to determine eligibility of Vendors/Exhibitors for any event, whether prior to or after Goodguys acceptance of the Application, and 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, except in connection with the sale of Vendor's/Exhibitor's business. Notice of the business sale must be made in writing to Goodguys by then current Vendor/Exhibitor or applicant.

4. **ENTRY HOURS**

Vendor/Exhibitor personnel are only allowed to enter the vendor/exhibitor area one (1) hour before the posted event hours. No vehicles will be allowed in 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 3pm of final credential pick-up day.

C. Any space not claimed and occupied by 3pm on the final set-up day may be reassigned or resold by Goodguys, with NO refunds, transfers or credits to 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**

No removal of product and/or equipment prior to **Sunday** 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 on Sunday. Goodguys assumes no responsibility for any Vendor/Exhibitor material left unattended during tear-down. All product and equipment must be **removed by 7pm Sunday**, after end of the event unless prior approval.

D. Any product or materials needing to be picked up and shipped after tear down is 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 (7pm Sunday).

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 verifying such insurance coverage.

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/exhibitors staff, are deemed objectionable by Goodguys, then, in Goodguys sole discretion, that exhibit and/or staff member shall be subject to immediate removal from the event at Vendors/Exhibitors sole expense. NO vulgar language or alcoholic beverage consumption will be tolerated at event site.

B. None of the following items [scooters, golf carts, bicycles, motorcycles (motorized or not), knives, drug paraphernalia, animals, reptiles or birds] 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], nor occasion injury to or adversely affect the displays of other Vendors/Exhibitors. The booth height is restricted to 9 feet, or less.

D. Any Goodguys logos used must be approved by Goodguys.

E. Vendor/Exhibit personnel must wear appropriate apparel (i.e. no swimwear, thong shorts, or bikinis). No calendar girls or models allowed. NO selling or promoting of any thong, bikini or undergarments. No vulgar products and/or services (in the 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 its 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/exhibit space or booth.

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.

J. Parking: Vendor's/Exhibitor's 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 – 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 decorator, and 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 a minimum of 1'0" from 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 can 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.

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 number, 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.

10. **LIABILITY RELEASE, INDEMNIFICATION & HOLD HARMLESS**

A. The Vendor/Exhibitor and each person associated therewith (i.e. employees, spouses, guests, survivors, heirs, executors and representatives) 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, 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 conduct, actions and/or omissions of anyone connected with this event, including: Goodguys Enterprises, Inc., d.b.a. Goodguys Rod & Custom Association ("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.

B. 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.

C. Due to weather there are no transfers, refunds or credits.