

LAGUNA SECA EXHIBITOR/VENDOR CONTRACT TERMS AND CONDITIONS

Full refund only applies with date change or event cancellation as determined by MotoAmerica.

MotoAmerica requires a 30-DAY ADVANCE WRITTEN CANCELLATION LETTER on Exhibitor space. Worker passes and space assignments will be distributed onsite when Exhibitor checks in with MotoAmerica Exhibitor Services.

1. **Exhibitors Fees (if applicable):** A \$300 non-refundable deposit is a part of the space fee with this Contract. Final Exhibitor fees are due and payable not later than 30 days prior to first Event Date. MotoAmerica accepts all major credit cards. A cashier's check, company check (checks are required two weeks in advance ensure clearance), money orders are accepted. Checks on a personal account will not be accepted. Checks WILL NOT be accepted during the week of the Event:
2. **Pay online on MotorsportReg during registration or pay by check. Checks payable to:**
KRAVE Group, LLC d/b/a MotoAmerica Attn: Accounts Receivables
18004 Sky Park Circle, Suite 110
Irvine, CA 92614

Fees not paid to by the dates required under this Contract 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. Refunds will not be given for no-shows.
3. **EVENT AREA:**
 - a. Amount of space marked on this Contract will be provided.
 - b. 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.**
 - c. **NO** person is permitted to stand/sit on top of its trailer.
 - d. **NO** solicitation outside of the space rented.
 - e. The Events are family friendly and Exhibitor representatives are expected to behave and dress accordingly.
4. **PASSES & PARKING**
 - a. Additional passes must be purchased prior to the Event weekend.
 - b. **NO** vehicles other than those used as part of the display will be allowed to park in designated display area.
 - c. Exhibitor will not resell any passes/tickets provided under this Contract without the prior written consent of MotoAmerica in its sole discretion.
5. **EXHIBITOR SPECIFICATIONS & REQUIREMENTS:**
 - a. **ASSIGNMENT & LOCATION:**
 - i. Assignments and space location shall be at the sole discretion of MotoAmerica and is subject to change prior to time of set-up.
 - ii. An assignment to a particular space in the past does not guarantee the same assignment in the future.
 - iii. Exhibitor location will be based in part on receipt of contract, space size, full payment, resale permit number and certificate of insurance.
 - b. **SET-UP**
 - i. Wednesday or Thursday, July 9-10, 2025, from 10am to 5 pm.
 - ii. Must be set-up by Friday, July 11, 2025, at 5 pm
 - c. **MOVE-OUT**
 - i. **MUST** be moved out by noon on Monday, July 14, 2025
 - d. **EVENT DATES & TIMES**
 - i. Friday, July 11, 2025, to Sunday, July 13, 2025 - 8 am to 5 pm (subject to change)
 - ii. **MUST** be in operation from 8 am to 5 pm from Friday - Sunday of the Event DATES (subject to change).
6. **EQUIPMENT & PERSONNEL:**
 - a. **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 MotoAmerica), improvements, activities and operations within its space. Exhibitor shall leave its back and sidewalls intact.
 - b. **DAMAGE:** Exhibitor shall not damage the display space or MotoAmerica facilities. Exhibitor shall reimburse to MotoAmerica all costs related to the damages, which reimbursement shall be in addition to any other amounts owed by Exhibitor. MotoAmerica may expel Exhibitor from the premises and exclude Exhibitor from future events.
 - c. **COMPLIANCE:** Exhibitor shall comply with all Facility requirements applicable to vendors/exhibitors including matters related to operation and parking of street vehicles, safety, use of jacks/jack stands/ wooden blocks, no holes in pavement, noise restrictions, waste fluids, etc. Exhibitor will complete any forms required by the Facility.
 - d. **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.
7. **LICENSE:** Exhibitor hereby grants MotoAmerica a royalty-free, approval-free, assignable right and license exclusively and in perpetuity to broadcast, transmit, film, tape, capture, overhear, photograph, collect or record by television, cable television, radio, at track closed-circuit television, satellite television, film productions for free distribution, audiotape productions for free distribution, free transmission over the Internet, FAST TV, streaming, public and private free online services authorized by MOTOAMERICA, all film, audio, video, and/or photographic images, sounds and Event data at the track during the event, including without limitation images and likeness of Exhibitor's display space, products and services, employees, contractors and guests ("Works"), and that MotoAmerica is and shall be the sole owner of the intellectual property rights (including, but not limited to, copyrights, trademarks, design rights, and other proprietary rights) worldwide in and to these Works, copyrightable or otherwise, created from the images, sounds and Event data immediately before, during and immediately after any event. Any use by or on behalf of Exhibitor of MotoAmerica's marks or Facility or Events or participant names or logos must be approved by MotoAmerica in advance in writing.
8. **POWER:** MotoAmerica does not provide or rent generators, but there is an opportunity with our partners, AFS, and WeatherTech Raceway to rent Power, Wi-Fi, and Anchors. Please order all your needs by July 1.
 - a. Here are the contacts:
 - i. Power Generators / Email or call Steve@AllFieldsSports.com / (925) 789-9864
 - ii. Anchors, Water Barrels, Stakes / Email or call Steve@AllFieldsSports.com / (925) 789-9864
 - b. NETWORK SERVICE
 - i. We recommend bringing a HOTSPOT for your Wi-Fi needs OR rent from the track: Live Feed, WiFi Rentals / Go to [DeVeera WiFi](#)

9. INFRINGEMENTS

- a. Exhibitor **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, Event name, Event Dates, track or the words "MotoAmerica" and/or MotoAmerica. All merchandise must be licensed.
- b. 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 Exhibitor and any third parties visible at the exhibition area ("Marks"), and upon request, Exhibitor shall provide in a form satisfactory to sanctioning body(ies) and/or MotoAmerica, written evidence of such rights and approvals.
- c. If MotoAmerica is not satisfied by the evidence produced or in the event that Exhibitor fails to produce such evidence, sanctioning body and/or MotoAmerica will require that the relevant Marks be removed immediately.
- d. Exhibitor products and displays shall not be offensive or inappropriate, and sanctioning body(ies), artist and/or MotoAmerica shall have the right to require removal of any items it deems as such in its sole discretion.

10. RESTRICTIONS

- a. **NOISE:** Exhibitor cannot create or emit any unduly loud or unreasonable noise in demonstrating product(s)/service(s).
- b. **CAMPING:** NO overnight camping will be allowed within exhibitor and display areas.
- c. **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, 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 MotoAmerica management prior to Event Dates.
 - iii. **STICKERS** are allowed with prior written approval by MotoAmerica management, but should any stickers be found on any Track assets Exhibitor will be charged \$25 per sticker removal.
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 shall maintain workers' compensation and liability insurance and must submit proof of insurance. Comprehensive General and Auto Liability policies (consistent with the terms below) shall provide an endorsement naming Krave Group, LLC and Facility owner, and their respective subsidiary, and affiliate companies and their respective shareholders, members, directors, managers, officers, agents and employees and other MotoAmerica designees as named additional insureds. To the extent required by any racetrack where an event may be held, Exhibitor shall (i) provide evidence of insurance for, and name the race track parties as, additional insureds, and (ii) execute any addendum, release and indemnity reasonably requested by such race track. If Exhibitor does not have insurance or cannot provide Insurance within 10 days of the Event, MotoAmerica will not allow Exhibitor onsite until insurance is provided.
14. **COMPLIANCE WITH LAW:**
 - a. Exhibitor will be responsible for compliance with and payment of any and all applicable federal, state, county, city and local laws, rules, regulations, taxes and fees.
 - b. Exhibitor will be responsible for obtaining a valid Resale/Sellers Permit issued by the State and/or locality. For additional information, you may visit: <https://www.sellerpermit.com/ShowPermit/SellersPermit.aspx>.
15. **CONFIDENTIALITY:** Exhibitor agrees that this Contract and the terms and conditions of this Contract are confidential and contain proprietary commercial and financial information of MotoAmerica and the Exhibitor. Except as required by applicable law, and except for disclosure of the terms and conditions of this Contract 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 Contract, Exhibitor will not disclose copies of this Contract or the terms or conditions hereof without the prior written consent of the other MotoAmerica.
16. **RISK OF LOSS**
 - a. **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 Contract. Exhibitor is responsible for securing its display space before leaving each evening. To order designated security for Exhibitor space(s) the price is \$45/hour with a 4-hour minimum (rates subject to change).
 - b. **NO GUARANTY OF PROFIT:** MotoAmerica makes no guarantees that (i) Exhibitor will make a profit or any monies whatsoever as a result of its activities; or (ii) the presence of any number of spectators/fans at the Event. All financial loss will be borne by Exhibitor and no such loss shall be the basis of refund of fees paid to MotoAmerica.
17. **DISCLAIMER OF LIABILITY:** Neither MotoAmerica nor any of its affiliates or any of their respective officers, partners, employees, directors, members, owners, managers or agents (collectively, the "MotoAmerica 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 MotoAmerica Parties.
18. **INDEMNITY:** Exhibitor agrees to indemnify, defend, and hold harmless MotoAmerica and Facility owner and their respective officers, directors, members, employees, agents and affiliates (and the officers, directors, shareholders, members, managers, 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 act or omission of Exhibitor; (ii) damage to any property or injury or death to any third party; (iii) loss related to any of Exhibitor's products or services; and (iv) any violation by Exhibitor of any laws, rules or regulations applicable to this Contract.
19. **FORCE MAJEURE:** Certain acts are beyond the control of MotoAmerica including without limitation (i) acts of God or natural calamities, (ii) disease, plague, famine, epidemic, pandemic (including COVID-19), contagions, communicable diseases, World Health Organization (WHO) or Centers for Disease Control and Prevention (CDC) crisis, quarantine, or extraordinary public security or health measures, (iii) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), sabotage, acts or threats of terrorism, cyberterrorism, cyberattacks,

computer viruses, (iv) government sanction, regulation or restriction or other acts or omissions of governmental authorities, (v) blockade, embargos or sanctions, (vi) fire or explosion, (vii) atmospheric disturbances, earthquakes, excessive rain, hail, sleet, snow, floods, tidal wave, hurricanes, tornados, cyclones, lightning, droughts, natural disasters or other extreme weather, (viii) interruption or failure of electricity or utilities or material disruptions in the supply chain, (ix) acts of the applicable track owner/promoter, or (x) any other events or circumstances not within the reasonable control of MotoAmerica, whether or not similar to the foregoing. MotoAmerica shall use its commercially reasonable efforts to mitigate such effects, but no reduction of fees or refunds shall be due in the event a force majeure event impacts the Event or Exhibitors exhibition at an Event.

20. **RELEASE:** Exhibitor hereby accepts and assumes all risk of loss, damage or injury and other risks, known and unknown, foreseeable and unforeseeable, even if caused or proximately caused or arising in whole or in part by the NEGLIGENCE OR GROSS NEGLIGENCE OF MOTOAMERICA OR THE APPLICABLE FACILITY that may be sustained by Exhibitor or its employees, contractors, invitees, or guests while at the Facility and Event. Exhibitor, on behalf of itself and its affiliates, owners, officers, employees, contractors, guests, successors, heirs, executors, administrators and assigns, does further hereby release, hold harmless and covenant not to sue MotoAmerica or the applicable Facility or their respective affiliates, designees, officers, partners, shareholders, managers, members, employees and agents from any and all claims, demands, actions and causes of action which it, he, she or they have or may have as a result of any illness, personal injury or property damage that may be sustained by Exhibitor or its employees, contractors or guests.
21. **DISPUTES RESOLUTIONS / LEGAL FEES:** Any dispute between the parties related in any way to this Contract and/or the performance or nonperformance of this Contract 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 Contract, MotoAmerica 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, CONTRACT, INVOICE OR REQUISITION THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL CONTROL