

# Commercial Space Rental Contract

## Birmingham, AL



We, the undersigned, do hereby submit our application for the reservation of display space as an exhibitor in the above **WORLD OF WHEELS show**, subject to the conditions and regulations governing the show and its production, as detailed on the reverse side, including, but not limited to, the terms set forth within this document. A sample of all merchandise displayed must be shown and registered for approval with show Producer/Director prior to show opening. Non compliance will subject exhibit to removal from show. We agree to adhere to all show rules and regulations, INCLUDING COMPLYING WITH THE PROVISIONS OF LIABILITY. Enclosed is our check, made payable to **McLean Motorsports Productions, LLC** in the amount designated below as deposit and payment for the reservation of booth/space in our name.

We require a certificate of insurance with **McLean Motorsports Productions, LLC dba World of Wheels, 2107 N. Grande View Ln., Alabaster, AL 35114** Listed as Additional Insured.

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

NAME OF PERSON IN CHARGE OF APPLICANT'S EXHIBIT ARRANGEMENT \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE # \_\_\_\_\_ FAX# \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_ WEBSITE \_\_\_\_\_

AUTHORIZED (signature) \_\_\_\_\_ TITLE \_\_\_\_\_

PRODUCTS TO BE SOLD AT THE SHOW: **(NO ITEMS CAN BE SOLD WHICH ARE NOT LISTED HEREIN.)**

\_\_\_\_\_

\_\_\_\_\_

**PAYMENT TERMS:** A 50% deposit must accompany this contract in order to reserve space. Exhibit space is not confirmed until deposit is received. The remaining 50% balance must be paid 30 days prior to move-in. Space contracted less than 14 days prior to the show must be done with cash or credit cards. Any vendors failing to utilize their reserved space without giving at least 10 days notice in writing to the producer will automatically forfeit their deposit. **SUBLEASING OF SPACE IS ABSOLUTELY PROHIBITED, NO EXCEPTIONS.**

BOOTH SIZE \_\_\_\_\_ COST \_\_\_\_\_ BOOTH # \_\_\_\_\_

DEPOSIT ENCLOSED (50%) \_\_\_\_\_ BALANCE DUE\* (50%) \_\_\_\_\_

\*Balance will be charged to your credit card on file 7 to 10 days before the event

WILL YOUR BOOTH NEED POWER?  NO  YES (There will be a charge by the facility)

**HOLD HARMLESS AGREEMENT:** This HOLD HARMLESS AGREEMENT (this "Agreement") is made and entered into by and between the ("Indemnitor"), also referred to as "Company", and MCLEAN MOTORSPORTS PRODUCTIONS, LLC, d/b/a WORLD OF WHEELS the ("Indemnitee"), also referred to as "Motorsports". In consideration of being allowed to participate in a Motorsports' Auto Show, or other Motorsports' sanctioned or sponsored event, Company agrees to indemnify and hold harmless Motorsports with respect to any and all liabilities Motorsports may incur as a result of Indemnitor's participation in any Motorsports' event.

1. Indemnification of Motorsports. The Indemnitor shall defend and hold harmless the Indemnitee and shall reimburse the Indemnitee, for and against any loss, liability, claim, damage, or expense including, without limitation, reasonable attorney fees and expenses ("Damages") arising from or in connection with the Indemnitor's participation in any Auto Show or event sanctioned or sponsored by Motorsports.

2. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns (including the direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Indemnitor), spouses, heirs and legal representatives.

3. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties thereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver.

4. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be delivered to the parties at the addresses on file for such parties at Indemnitor from time to time.

5. Applicable Law. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama, without regard to its conflict of laws rules.

6. Insurance. Company agrees to maintain Commercial General Liability Insurance ("CGL") and to provide proof of same to Motorsports, and upon request identify Motorsports as an Additional Named Insured under any such policy of insurance.

Company: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By submitting this form, I acknowledge that I have read pages 1 & 2 of the vendor contract & agree to abide by all rules & regulations herein. Please complete contract and return to: **McLean Motorsports Productions, LLC, 2107 N. Grande View Ln, Alabaster, AL 35114** or email: [crystal@worldofwheels.net](mailto:crystal@worldofwheels.net)

# General Rules and Regulations

**IMPORTANT:** This information covers the basic rules as they apply to all of the **MCLEAN MOTORSPORTS PRODUCTIONS, LLC** events. Please avoid problems. **READ THESE RULES CAREFULLY.**

**BOOTH SPACE ASSIGNMENT:** Show management will cooperate with exhibitors in providing the best possible location for displays, based on early reservations of booth space. (No reservations accepted without (50%) deposit). Space will not be held after close of move-in.

MCLEAN MOTORSPORTS PRODUCTIONS, LLC, rules and regulations printed hereof form an agreement. Producer hereby notifies Vendor of said rules and regulations and urges Vendor to read them before signing this agreement. Vendor acknowledges that it has read said rules and regulations, understands and is satisfied with them, and will comply with them. This agreement represents the full and final agreement and understandings of the parties and shall bind and inure to the benefit of their respective heirs. **Vendor may not, however, assign, sub-contract or delegate its right hereunder without the prior consent of Producer.**

The license granted in this agreement refers only to Vendor's permission to sell products at the show described on this form. This agreement does not refer to any licensing requirements of the City, County, State or facility in which the shows are produced.

**CONTRACTING EXHIBIT SPACE:** All contracts for exhibit space will not be confirmed until a 50% deposit of the total cost of space requested has been received by show management. Remaining balance of exhibit space must be paid no later than 10 days prior to move-in.

**EXHIBIT REQUIREMENTS:** All booth arrangements shall conform in all respects to the dimensions and height requirements as specified by show management. Booth height shall not exceed 8' from the floor; booth size cannot exceed the space size contracted. Exhibits shall be arranged so as not to obstruct the general view or access to surrounding displays, aisles, or public space within the exhibit facilities. Exhibit must remain intact until the scheduled conclusion of the show.

**FIRE REGULATIONS:** All exhibitors must comply with the ordinances and regulations contained in the National Fire Prevention Code. All fabrics or other materials used for decoration or covering of tables, walls, and risers shall be flameproof. Lanterns and candles are not permitted to be lit. Fire boxes must not be covered.

**PROPERTY DAMAGE:** Nothing shall be tacked, nailed, screwed, or otherwise attached to drapes, columns, walls, floors, or other parts of the building or furniture. If violated, vendor/exhibitor assumes all responsibility including payment for the repair and/or replacement of the damaged property.

**SOUND:** Exhibitors operating sound motion picture equipment, record players, radios, loudspeakers, PA systems or any other noise-generating devices, shall do so only at a level which will not interfere with other exhibitors or add unduly to the general acoustic inconvenience.

**LIGHTING:** Spotlights and floodlights must be located in such a way as not to distract or annoy others. Revolving or rotating lights may be turned on only while being demonstrated. **EXHIBITORS ARE PROHIBITED FROM PLUGGING INTO BUILDING COLUMN PANELS OR OUTLETS. CLIP-IN SPOTS, CUBE TAPS AND OTHER EXHIBITOR ELECTRICAL MATERIALS ARE FORBIDDEN. CUSTOM BUILT DISPLAY CASES CONTAINING LIGHTING WILL BE CONNECTED FOR THE OUTLET CHARGE IF IN ACCORDANCE WITH APPLICABLE CODES.**

**DEMONSTRATIONS:** No demonstrations or solicitations shall be permitted outside of the exhibitor's assigned space. No signs or placards may be displayed on persons or otherwise outside exhibit space. Distribution by the exhibitors of any printed matter, samples, or other articles shall be restricted to within the confines of the exhibitor's booth. Exhibitors shall not have or operate any display or exhibit that is the source of objectionable noises, odors, decorations, or other aspects which are considered by show management to be obscene or objectionable, including signs, lights, and costuming of exhibit personnel.

**SELLING RESTRICTIONS:** No sale of merchandise, i.e., pictures, t-shirts, programs, calendars, comic books, patches, emblems, etc., concerning feature attractions, celebrities or related movies, television shows, and associates is permitted. A comprehensive list of items to be sold must be submitted two (2) weeks prior to move-in date. The management reserves the right to determine all materials sold. Exhibitors must honor all building concession rights.

**VEHICLE EXHIBITS:** If you wish a car or cars in your exhibit space to be in competition, a separate application must be submitted to the show chairman.

**LIVE ANIMALS:** No animals of any kind are permitted without written approval from show producer at least two (2) weeks prior to move-in date.

**CANCELLATION:** All cancellations of contracted space must be received in writing ten (10) days prior to schedule move-in date of show. Cancellations received less than ten (10) days prior to move-in date will result in the forfeit of required deposit.

**SUB-CONTRACTING SPACE:** Absolutely no sub-contracting of booth space is permitted.

**SECURITY:** Show management provides 24 hour guard service for surveillance of the premises, however, exhibitor is responsible for their products. It is highly recommended you remove any products not securely fastened to your display when your exhibit is not occupied.

**UNIONS/LABOR:** In some instances, union contracts mandate that they have the sole responsibility for installation and removal of your display. All labor required for the installation and removal of exhibitor's display is the responsibility of exhibitor, however, exhibitor understands that he may not be able to perform the work. Exhibitor is responsible for payment of contracted union labor according to the terms and regulations set down by the local union having jurisdiction. **NOTE: CHECK WITH PRODUCER FOR UNION/LABOR REQUIREMENTS.**

**TRADEMARKS:** Certain trademarks and copyrights are the property of **MCLEAN MOTORSPORTS PRODUCTIONS, LLC** or its divisions and/or partners and cannot be reproduced in any manner or any merchandise, souvenir items or apparel by anyone other than **MCLEAN MOTORSPORTS PRODUCTIONS, LLC** or its division. Exclusive right on the following words pertaining to the event are the sole property of **MCLEAN MOTORSPORTS PRODUCTIONS, LLC:** 'AUTORAMA, AUTO-RAMA, WORLD OF WHEELS, HOT ROD SHOW WORLD, SHOW AND STREET WORLD'. Additionally the use of the terms 'OFFICIAL, ANNUAL, OFFICIAL SOUVENIR, OR COMMEMORATIVE' with items sold at the show is strictly forbidden without written approval from producer.

**MOVE-OUT:** Move-out begins after the show closes on Sunday night. No one will be allowed to tear down or leave the building until that time.

**COMPLIANCE:** The exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations, and codes of duly authorized local, state and federal governing bodies concerning fire, safety, health, together with the rules and regulations of the operators and/or owners of the property wherein the shows are held.

**LIABILITY:** Neither the producer, show chairman, sponsor, nor any other officer, director or shareholder, thereof, or the owner of the building at which the show is produced, shall be responsible or liable for any personal injury to the Exhibitor or any person affiliated with Exhibitor, including but not limited to any person or minor under the direction and/or control of the Exhibitor, and the Exhibitor, on behalf of itself and any such person and/or minor, as the case may be, hereby waives any such claim for personal injury. Additionally, the Exhibitor agrees to indemnify and hold harmless a Producer against any claim for personal injury by itself of any person and/or minor under the direction and/or control of the Exhibitor. The Exhibitor hereby assumes all risk and shall be solely responsible, hereby waiving any claim against any third party including but not limited to a Producer for any loss or damage to all or any part of the Exhibitor's personal property, which shall specifically include, but not be limited to, the Exhibitor's vehicle, trailer, display, material and/or parts. The Exhibitor hereby expressly waives any and all rights the Exhibitor may have against any of them for such loss or damage. Exhibitor agrees to obtain insurance covering the above and assumes full responsibility for any loss or damage. Exhibitor agrees that this signed entry blank supersedes any and all prior and/or contemporaneous agreements and understandings whether written or oral between Exhibitor and the Producer, the Producer's employees, show staff, representatives and sub-contractors. Nothing herein shall be modified unless consented to by Producer in writing.