

1021 Monterey Salinas Hwy Salinas, CA 93908 Phone 831-242-8201 Fax 831-373-0533

ROLEX MONTEREY MOTORSPORTS REUNION AUGUST 13 - 15, 2010 YAMAHA MARKETPLACE EXHIBITOR AGREEMENT

I accept that this document shall constitute the agreement between						_ (exhibitor) and the Sports Car Racing		
			(Plea	ase Print)				
Company Name: _				_ Contact Nan	ne:			
On-Site Contact				_ Address:				
City: STATE: Zip:				Telepho	ne #:	Fax #: _		
On-Site Contact Co	ell #:			E-mail:				
California Resale Permit #Federal				eral ID# or So	ocial Security #	#:		
			way Laguna Seca Ya Reunion August 13				items listed on page 7 ns.	
	KETPLACE: 10' x 20' space 20' x 20' space 20' x 40' space 20' x 60' space	te at \$2,000.00 te at \$2,500.00 te at \$4,500.00			ups. (1) 20	ted spaces available AMP/110V outlet onal power (see pag	e with electrical hook- ge 10)	
Tent and	l Astroturf incl	uded in prices abo			Sacurity: \$	28.00 per hour (4	hour minimum)	
EXPO DISPLAY AREA: x Expo space at \$5.00 per square foot. Tent and Astroturf can be rented for an additional cost. Space is VERY limited, footprint of the area must be provided with this agreen					Ye	es I would like to _amsta		
TRAILERS:	in width. Plea Please indica	ase contact the SCF	foot FROM HITC RAMP office for add r awning opens: _ additional cost.	ditional fees du	e if your space	needs are deeper th		
PHONE LINES: TV FEED:	YES N YES N	O (Form av O \$300.00	vailable upon reques per connection	et)	6' Table at \$	BLE/CHAIR REN' 13.25/ea 15.50/ea		
MOTORCYCLES	S ON DISPLA	Y: # of mo	otorcycle(s) on displ	ay		.55/ea		
Phone lines, Powe	er, TV Feed, T	ables and/or Chai	r rentals are availa	ıble in advanc	e only. Prices	are for entire weel	kend.	
WORKER PASSIFRIDAY (6 maximum per day)	SATURI		SUNDAY					

(REFER TO SECTION 5 OF TERMS & CONDITIONS OF EXHIBITOR AGREEMENT)

RENEW your Exhibitor space for the 2010 Rolex Monterey Motorsports Reunion. Send agreement and \$500 Non-refundable deposit by July 2, 2010. (Space availability not guaranteed) Remaining balance of exhibitor fee due on/or before July 16, 2010.

caterers/vendors.

ADDITIONAL TERMS AND CONDITIONS OF EXHIBITOR AGREEMENT

SCRAMP requires a 30 day written cancellation on exhibitor space. Worker passes and space assignments will be distributed on site when you check in at the Exhibitor Services office located at the center of the Yamaha Marketplace.

FEES

A cashier's check, money order, VISA, MasterCard, AMEX or cash must accompany this application. Checks on commercial or personal accounts will not be accepted during the week of the event, August 9 - 15, 2010. Cancellations are subject to a \$500.00 Non refundable deposit.

Please make checks payable to:

SCRAMP Finance Department 1021 Monterey Salinas Highway Salinas, CA 93908

1. YAMAHA MARKETPLACE, TRAILERS AND EXPO SPACE

A. YAMAHA MARKETPLACE

SCRAMP will provide the space requested with a canopy, 4 walls, Astroturf, (does not apply to trailer space) for spaces 20' x 40' or smaller. *Expo display space requires additional cost for Tent & Astroturf.*

B. TRAILERS

SCRAMP will provide the space for trailers based on the dimensions requested by the exhibitor. Any exhibitor exceeding the amount written shall have their rental space charge increased accordingly or their space revoked and there will be NO REFUNDS ISSUED. No person is permitted to stand/sit on top of your trailer in the Yamaha Markeplace

C. EXPO DISPLAY AREA ONLY

Exhibitor shall not sell or deliver any product(s) or service(s) from the Expo area. The Expo area is strictly for display purposes. Absolutely **NO MERCHANDISE CAN BE SOLD AND DELIVERED AT THE EVENT WITHOUT PRIOR WRITTEN APPROVAL.** Orders for future deliveries are permitted from all exhibitors. No handouts, free samples or solicitation of opinion can be conducted outside of the space rented. (SCRAMP in its sole discretion requires exhibitor's tents to be installed and removed by a SCRAMP approved exhibitor).

2. CREDENTIALS AND PARKING

SCRAMP will provide a maximum of six (6) worker passes (general admission) and two (2) vehicle passes. Any additional worker passes must be purchased prior to the event weekend. **EXHIBITOR AGREES TO KEEP ALL VEHICLES OUT OF THE EXHIBITOR AREA BETWEEN 8:00AM AND 5:00PM EACH DAY.** SCRAMP officials with golf carts will be available to assist in bringing in supplies.

3. EXHIBITOR SPECIFICATIONS AND REQUIREMENTS

A. ASSIGNMENT AND LOCATION

Assignments and space location shall be at the discretion of the SCRAMP Sales & Marketing staff and the Director of Exhibitor Services. Assignments to a particular space in the past does not guarantee the same assignment in the future. Exhibitor location will be based on receipt of contract, full payment, resale permit number and certificate of insurance.

B. SET-UP AND MOVE OUT

Set-up may begin WEDNESDAY, AUGUST 11, 2010 at 9:00AM. All set-ups must be completed by FRIDAY, AUGUST 13, 2010 at 8:00AM. Move out by MONDAY, AUGUST 16, 2010 at 12:00PM. On site labor will not be available. Exhibitor shall arrange for its own labor and shall comply with all regulations set forth by SCRAMP, unions and/or local labor laws. Exhibitor assumes all liability for the shipping, installation and dismantling of his/her display.

C. SHOW DATES

The event will operate from between 8:00AM – 5:00PM Friday, Saturday and Sunday, AUGUST 13 -15, 2010. If exhibitor is not in operation at 8:00AM of each day of the event the exhibitor may be subject to cancellation of future space privileges. AT LEAST ONE PERSON MUST BE IN THE EXHIBITOR'S RENTED SPACE DURING EVENT OPERATION HOURS EACH DAY. No vehicles or storage will be permitted behind or outside of your designated area.

4. EQUIPMENT AND PERSONNEL

A. DISPLAY AND EQUIPMENT

All exhibitors' display and equipment must remain completely within the confines of the space provided during the hours of 8:00AM and 5:00PM each day. VIOLATORS EXTENDING OUTSIDE OF THEIR SPACE SHALL HAVE THEIR RENTAL SPACE REVOKED AND THERE WILL BE NO REFUNDS ISSUED. Exhibitors are prohibited from storing inventory or garbage anywhere outside of their space. Exhibitors shall leave their back and sidewalls intact during operating hours. BANNERS & BALLOONS ABOVE TENT ARE PROHIBITED WITHOUT PRIOR WRITTEN CONSENT. NO SIGNAGE SHALL BE DISPLAYED ON ANY SIDE WALLS OR BACKS OF TENTS.

B. DAMAGES

Exhibitors shall not damage the park or SCRAMP facilities. Any such damage will be charged to exhibitor and may result in expulsion from the park and exclusion from future events.

C. MOTORCYLES ON DISPLAY

Please adhere to the following Salinas Rural Fire District guidelines:

- 1. **Batteries**: Batteries shall be disconnected in an approved manner. (Section 2505.2.2)
- Fueling: Vehicles or equipment shall not be fueled or defueled within in the display area. (Section 2505.2.3.1)
- 3. **Quantity Limit**: Fuel in the fuel tank shall not exceed one quarter of the tank capacity or 5 gallons whichever is less (Section 2505.2.3.2)
- 4. **Inspection**: Fuel system shall be inspected for leaks. (Section 2505.2.3.3)
- Closure: Fuel-tank openings shall be locked and sealed to prevent the escape of vapors (Section 2505.2.3.4)
- Location: The location of vehicles or equipment shall not obstruct or block means of egress. (Section 2505.2.4)
- 7. **Violation**: If in violation of the above, a \$1,000.00 fine will be issued to Vendor.

ADDITIONAL TERMS AND CONDITIONS OF EXHIBITOR AGREEMENT

5. POWER

There are limited spaces available with an electrical hook-up of 20 AMP / 110 Volt outlet. All electrical spaces are on a first-come first-serve basis. If you require more than 110 Volts or 20 amps please order on page 10 (additional fees will apply). SCRAMP is not responsible for electrical outages beyond our control. Any other electrical needs in any other spaces are the responsibility of the exhibitor, including: power strips and extension cords (up to 100' in length). All orders due JULY 23, 2010.

6. TABLES AND/OR CHAIRS

Tables and/or chairs are the responsibility of the exhibitor. A limited number of tables and chairs will be available for rent in advance. There will be <u>NO</u> tables or chairs available for rent on-site.

7. PHONE, FAX AND INTERNET

SCRAMP offers Phone, Fax, and Internet Connectivity for all events. A communications service order form is available upon request. All orders due **July 23, 2010**. Late orders are subject to a 40% surcharge. Special services and network configurations are also available if your needs are not represented in the requested form.

8. INFRINGEMENTS

All exhibits to be displayed and products to be sold must be listed on this application, as well as the selling price of each item. Exhibitor agrees not to sell, display or give away any of the following: gasoline/racing fuel, beverages of any kind, or any items containing any part of the event title and event date or the words Mazda Raceway Laguna Seca. All merchandise must be licensed. Exhibitor shall provide upon demand, written evidence in a form satisfactory to SCRAMP in its absolute discretion that all goods or services that are sold or offered for sale under or with a trademark, brand name or brand logo or other commercial name or logo other than those belonging to the person or organization offering such goods or services for sale, are being sold with the express authority of the person(s) or company(ies) that have full rights (in so far as can be reasonably ascertained) to such trademark, brand name, brand logo, commercial name or logo referred to. In the event that SCRAMP shall not be satisfied by the evidence produced or in the event that the person or company concerned fails for any reason to produce such evidence in compliance with this clause, SCRAMP will require that the relevant goods or services be withdrawn from sale immediately and removed from the facility forthwith and without limiting the foregoing. Exhibitor warrants its products to be of a pleasing and safe nature and its sale or display is in accordance with the laws of California. Exhibitor agrees to hold harmless the Sports Car Racing Association of the Monterey Peninsula; the County of Monterey, its officers, agents and employees; and Mazda Motor of America, Inc., d.b.a. Mazda North American Operations, its parent, subsidiary or affiliated companies, or their officers, directors and employees from all claims arising from injury or damage by exhibitor or exhibitor's products.

A. T-SHIRTS & HAT SALES

No merchandise shall infringe on the trademark, trade name, service mark, service name, copyright or other proprietary right. This includes not having text or logos with the event title, Laguna Seca, Mazda Raceway Laguna Seca, event date on T-shirt or hat without prior written approval. Suggested retail price for T-shirts \$20.00. No sale merchandise to be sold during the event.

9. RESTRICTIONS

A. NOISE

Exhibitor agrees not to create or emit any unduly loud or unreasonable noise in demonstrating its products or for any other purpose.

B. CAMPING

No overnight camping will be allowed in the Exhibitor areas. NO EXCEPTIONS! The Exhibitor areas will be closed from 8:00PM until 7:00AM. Security will canvas the area and ask all non-security and all non-SCRAMP officials to leave the exhibitor areas at that time.

C. GIVEAWAYS

Exhibitor shall not giveaway or handout any t-shirt(s) or hat(s) during the event. NO EXCEPTIONS! Any violation may result in confiscation of product(s), expulsion from the park, exclusion from future events and forfeiture of all fees paid.

10. CONDITION

All display areas shall be kept neat and orderly at all times and supplies and other such items shall be kept under cover. On move out date, **August 16, 2010** the display area shall be returned to the condition in which it was received. Your company is responsible for placing all waste (boxes folded) in designated trash receptacles. Do not place them behind your tent.

11. ASSIGN, SUBLET OR SHARE

Exhibitor shall not assign, sublet, share or apportion the whole or any part of the rented space allotted without the prior written consent of SCRAMP. Any violation may result in expulsion from the park, exclusion from future events and forfeiture of all fees paid. If SCRAMP approves request, the exhibitor must operate under one resale permit.

12. INSURANCE

Exhibitor insurance must match exhibitor name. Exhibitor shall pay and provide a certificate of liability insurance naming County of Monterey, its officers, agents and employees; SCRAMP its officers, agents and employees; and Mazda Motor of America, Inc., d.b.a. Mazda North American Operations, its parent, subsidiary or affiliated companies, or their officers, directors and employees; as additional insured's, prior to the execution of this contract.

Insurance must be provided by JULY 23, 2010:

SCRAMP or Mazda Raceway Laguna Seca Attention: Connor Barr P.O. Box 2078, Monterey, CA 93942 Phone (831) 242-8227 Cell (831) 236-4741 Fax (831) 373-0533

E-mail Connor@MazdaRaceway.com

Those parties unable to provide required minimum insurance coverage will not be considered. Please refer to the insurance liability coverage requirements. Make sure that the exhibitor name used on this contract is the same name that is on the certificate of insurance.

ADDITIONAL TERMS AND CONDITIONS OF EXHIBITOR AGREEMENT

13. COMPLIANCE WITH LAW

Exhibitor will be responsible for all State and County laws. Your company will be responsible for obtaining a valid California resale number prior to submitting this contract. Law requires verification of a seller's status. Your company must provide evidence of permit. For additional information, you may contact the Board of Equalization at 250 South 2nd Street, San Jose, CA 95113. (408) 277-1555 Phone / (408) 277-1513 Fax or check their website www.boe.ca.gov/pdf/boe400mt.pdf Failure to provide a valid California resale number will result in not selling products until proof is provided.

14. RISK OF LOSS

A. DAMAGES

Exhibitor assumes all risk of loss or damage to exhibitor's merchandise, equipment, fixtures and property from any cause whatsoever. Roving evening security will be provided for the Exhibitor area beginning WEDNESDAY AUGUST 11, 2010 AT 6:00pm. You are responsible for securing your area prior to leaving each evening. To order designated security for your booth, the price is \$28.00 per hour/4 hour minimum (rate subject to change). Please contact the SCRAMP office for more details. SCRAMP in its sole discretion requires

exhibitors to contact SCRAMP approved security company vendor.

B. NO GUARANTY OF PROFIT

SCRAMP makes no guarantees that exhibitor will make a profit or any monies whatsoever as a result of its activities at Mazda Raceway Laguna Seca. Before completing this application exhibitors are urged to consider a variety of factors, including weather, traffic, location and whether the type of products being offered will be attractive and desirable to the racing public. All financial loss will be born by the exhibitor and no such loss shall be the basis of refund of fees paid to SCRAMP.

15. DISPUTE RESOLUTION/LEGAL FEES

Any dispute between the parties shall be resolved by binding neutral arbitration before a neutral arbitrator mutually selected by the parties. If unable to agree on an arbitrator, the presiding judge of Monterey County shall appoint one. The decision of the arbitrator shall be final. The prevailing party shall be entitled to recover attorney fees. All arbitrations shall be held in Monterey County, California where this contract was performed and executed and shall be the exclusive venue for resolution of all disputes.

In the event that an exhibitor does not conform to the terms of this agreement, SCRAMP's Directors, Assistant Directors and Staff have the right to remove the exhibitor from Mazda Raceway Laguna Seca. All costs associated with removal will be born by the exhibitor. No refunds will be issued if the exhibitor is asked to leave.

The undersigned warrants that exhibitor has read, understands, received a copy of this agreement and will abide by the terms and conditions in
this agreement and has the authority to contract on behalf of the exhibitor. Any breach of this agreement by the exhibitor shall be at the sole
discretion of SCRAMP, exclusion from future racing events and exhibitor shall be liable for all damages.

Print Name	Signature	Date
SCRAMP Representative	 Signature	Date
Delta in Representative	Signature	Date



CONCESSIONAIRES/EXHIBITORS/VENDORS PROVIDING SERVICE FOR SCRAMP AT MAZDA RACEWAY LAGUNA SECA

INSURANCE LIABILITY COVERAGE REQUIREMENTS

A. WORKERS COMPENSATION California Statutory limits

B. Comprehensive General Liability, bodily injury

and property damage, combined single amount \$1,000,000.00

C. Automobile Liability, bodily injury and

property damage, combined single amount \$1,000,000.00

Comprehensive General and Auto policies shall provide an endorsement naming: The County of Monterey, its officers, agents and employees; the Sports Car Racing Association of the Monterey Peninsula (SCRAMP), its officers, agents and employees; Mazda Motor of America, Inc., d.b.a. Mazda North American Operations, its parent, subsidiary or affiliated companies or its or their officers, directors and employees, as named additional insureds.

Policy shall also be endorsed to provide that such insurance is primary insurance and that no separate insurance policy or self-insurance of the additional named insureds shall be called on to contribute to any loss incurred in connection with the Exhibitors's performance.

The above described coverage shall be maintained through the term of the service agreement and the Exhibitor shall file with SCRAMP a Certificate of Insurance (COI) evidencing that any insurance coverage required herein have been obtained and are currently in effect.

Note: If your insurance agent does not write liability insurance for exhibitors, you may wish to contact the following agency:

K&K Insurance Group (Concessionaires and Exhibitors) (800)-328-2317 Fax (260) 459-5502 www.kandkinsurance.com



Sports Car Racing Association of the Monterey Peninsula (S.C.R.A.M.P.)

1021 Monterey Salinas Hwy Salinas, CA 93908 Phone: (831) 242-8201 Fax: (831) 373-0533

CREDIT CARD AUTHORIZATION FOR PAYMENT

This letter constitutes an authorization to use my	y credit card, credit card number:
Card Identification Number/CID (3-digit or 4-di	igit number on card):
Credit Card Type: VISA MASTERCAR	RD AMEX
Name on Card:	
Expiration Date: under the name (as imprinted o	on card)
To be used as I have indicated below.	
PAYMENT:	
	R.A.M.P. during the ROLEX MONTEREY MOTORSPORTS be charged to the above credit card. Please indicate
below which of the following charges will be au	athorized for payment on the credit card.
Deposit in the amount of: \$	Date of Payment
Payment in full in the amount of: \$	Date of Payment(July 16, 2010)
Exhibitor Name: (as indicated on agreement)	
Authorized Signature of Cardholder	Today's Date
TERMS and CONDITIONS: Your signature con	nstitutes your acceptance of the above terms. Your credit card will be
charged when the authorization is received.	
Mail Receipts to:	
Name:	_ Address:
City:	_ State: Zip Code:
Phone #:	Fax #:



Items to be Sold

SPORTS REUNION	
Selling Price	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
	Selling Price



Exhibitor Retail and Promotional Restrictions

Sports Car Racing Association of the Monterey Peninsula (SCRAMP) has been a non-profit organization since 1957. We are proud to help and promote the vitality of the Monterey Peninsula, local charitable and non-profit organizations.

Official Logo and Event Guidelines

Retail merchandise restrictions are:

- 1. No official logos of Mazda Raceway Laguna Seca may be used on any merchandise sold.
- 2. No event dates, month or year may be printed or embroidered on any merchandise sold.
- 3. Event titles and logos are the sole property of SCRAMP and Mazda Raceway Laguna Seca and may not be used on any merchandise sold.

Promotional merchandise restrictions are:

- 1. No official logos of the Mazda Raceway Laguna Seca may be used on any merchandise to be given away.
- 2. No event dates, month or year may be printed or embroidered on any merchandise given away.
- 3. Event titles and logos are the sole property of SCRAMP and Mazda Raceway Laguna Seca and may not be used on any merchandise.
- 4. Promotional items and quantities should be disclosed to SCRAMP four months prior to the event. This will help eliminate duplication for exhibitors and a loss of revenue to SCRAMP. Please submit to Retail Manager.

We welcome your questions regarding these restrictions.

SCRAMP and Mazda Raceway Laguna Seca reserve the right to confiscate or impose penalties for unauthorized merchandise for sales or promotional use.

Regards,

Tamra De Villa SCRAMP Retail Manager (831) 242-8248



Rolex Monterey Motorsports Reunion August 13 - 15, 2010 2010 Additional Ticket Request

Tickets	Туре	Ticket Price	Qty/Total \$				
3-Day General (Fri/Sat/Sun) 2-Day General (Sat/Sun) Friday General Saturday General Sunday General Paddock Lanyards (ticket holders) OR:	General Admission General Admission General Admission General Admission General Admission Paddock Processing Fee 2-Day Shipping Federal Express	\$120.00 \$ 90.00 \$ 40.00 \$ 60.00 \$ 50.00 \$ n/c \$ 8.00 \$ 20.00					
(Diagon Drint, Address information may	ot mostale arealit gord billing address)	TOTAL	\$				
(Please Print: Address information mu Name:							
Company/Exhibitor Name:							
E-mail for confirmation:							
Billing Address:							
City, State, Zip:	City, State, Zip:						
Phone:Cell Phone:							
Name on Card if Different from	above:						
Credit Card Number: Expiration Date _							
CID# (3-digit # on back of card)							
Place additional tickets in Exhibitor Packet Mail additional tickets to mailing address above. Federal Express to shipping address: Address:							
City, State, Zip:							
Phone.							



1021 Monterey Salinas Highway Salinas, CA 93908 831-242-8201

Electrical Order Form

Date:

Company	-					Date:
Contact						
Address						a
Phone No.						
	Motor 8	Equipment	Outlets			
	Qty		Dates needed		Rate	Important
120V		20 Amp		\$	100.00	We must receive your order two weeks before
		30 Amp		\$	150.00	the start of the event. Any orders placed after that day
208V		10 Amp		\$	350.00	are subject to a 40% surcharge.
1 Phase		15 Amp		\$	380.00	
		20 Amp		\$	410.00	It would be helpful if you could provide us with what your
		30 Amp		\$	440.00	exact electrical needs are for:
		40 Amp		\$	470.00	
		60 Amp		\$	500.00	
		100 Amp		\$	530.00	
		150 Amp		\$	560.00	
		200 Amp		\$	590.00	
208V		10 Amp		\$	400.00	Payment
3 Phase		15 Amp		\$	450.00	Credit Card
		20 Amp		\$	500.00	AMEX
		30 Amp		\$	550.00	VISA
		40 Amp		\$	600.00	MASTERCARD
		60 Amp		\$	650.00	
		100 Amp		\$	700.00	Account No.
		150 Amp		\$	750.00	Cardholder Name:
		200 Amp		\$	800.00	Signature:
480V		20 Amp		\$	810.00	Billing Address:
3 Phase		30 Amp		\$	940.00	City/State/Zip
3344 (27/04/200)		40 Amp			1,000.00	
		60 Amp		\$ '	1,300.00	Please make checks payable to:
		100 Amp		\$	1,800.00	SCRAMP
1		150 Amp		\$2	2,400.00	1021 Monterey Salinas Highway

For electrical questions, please contact: Derek Hildebrand, Facilities Manager 831-236-0784 Derek@MazdaRaceway.com

\$3,000.00

200 Amp

Total Due

Salinas, CA 93908