

# Terms & Conditions



## 1. CUSTOMER INFORMATION

Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Email: \_\_\_\_\_ On-Site Contact Name: \_\_\_\_\_ Cell # \_\_\_\_\_

## 2. EVENT **Check all that apply**

Multiple Event discount of 10% on least expensive event may apply if booking more than one.

\_\_\_\_\_ SVRA May 19-21, 2017      \_\_\_\_\_ June Sprints June 15-18, 2017      \_\_\_\_\_ IMSA August 3-6, 2017  
 \_\_\_\_\_ MotoAmerica June 2-4, 2017      \_\_\_\_\_ Indy Car June 22-25, 2017      \_\_\_\_\_ NASCAR Aug 25-27, 2017  
 \_\_\_\_\_ AHRMA June 9-11, 2017      \_\_\_\_\_ Int'l Challenge July 20-23, 2017      \_\_\_\_\_ VSCDA Sept 15-17, 2017  
 \_\_\_\_\_ Private Event (provide event name and dates) \_\_\_\_\_

Cost per Event Booking (see pg 2 for pricing): \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ Subtotal: \$ \_\_\_\_\_

## 3. VENDOR SPACE

Vendor Location: (see prices on pg 2)  
 \_\_\_\_\_ Midway      \_\_\_\_\_ Vendor Village

Total Space Required: \_\_\_\_\_ w' x \_\_\_\_\_ d'

Tent, Sides, Tables, Chairs (add'l fees apply): \_\_\_\_\_

Tent Size: \_\_\_\_\_ Sides: \_\_\_\_\_

Tables (size & Qty) \_\_\_\_\_ Chairs (Qty) \_\_\_\_\_

Security (Dates & Times Needed): \_\_\_\_\_

Expected Arrival Date & Time: \_\_\_\_\_

Description of Booth (trailer size, tents, other items): \_\_\_\_\_  
 \_\_\_\_\_

Electric Needed: (select locations only. Add'l charges will apply)  Yes  No

**Check in** at the Administration Office, inside Gate 6, the day prior to the event during office hours ONLY; 8:00am – 5:00pm  
**Set Up** begins upon arrival. Must check in prior to set up.

All vendors must be off RA property by 7pm on the last day of the event.

### **Credentials:**

*Midway:* 2 vendor wristbands and 1 parking pass will be provided for each space. Add'l wristbands can be purchased at the corporate rate of 20% off the box office price.

**# Of Additional Credentials needed:** \_\_\_\_\_

*Vendor Village:* One vendor wristbands and 1 parking pass will be provided for each space. Add'l wristbands can be purchased at the corporate rate of 20% off the box office price.

**# Of Additional Credentials needed:** \_\_\_\_\_

**4. INSURANCE:** Certificate of Liability Insurance due prior to set up. See Terms and Conditions for limit requirements.

**5. AGREEMENT:** Upon signature, this becomes your contract.

**6. WAIVER STATEMENT:** As further consideration for participating as a vendor pursuant to this agreement, Vendor hereby releases and covenants not to sue Elkhart Lake's Road America and its owners, operators, instructors, members, employees, staff, contractors, volunteers and agents (collectively, the "Released Parties") from any or all present and future Claims whether those Claims are the result of the negligence, recklessness or other acts or omissions of the Released Parties for property damage, personal injury and/ or wrongful death arising from, relating to or otherwise associated with the Activity or any activities incidental thereto, wherever, whenever and however it may occur (collectively, the "Claims"). Vendor hereby voluntarily waives all Claims that may be made, whether by Vendor or Vendor's family, estate, heirs or assigns. As a part of this agreement Vendor also agrees to defend, hold harmless and indemnify the Released Parties from any and all claims made by third parties based upon the negligence of the Vendor or its owners, operators, instructors, members, employees, staff, contractors, volunteers and agents.

## 7. SIGNATURES:

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name \_\_\_\_\_ Title \_\_\_\_\_  
 RA Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name \_\_\_\_\_ Title \_\_\_\_\_

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## 1. MIDWAY VENDOR PRICING

All spaces are priced per sq. ft. Minimum of 10'x10' required

<b>Prices per sq. ft.</b>	<i>SVRA/ VSCDA</i>	<i>MotoAmerica</i>	<i>AHRMA/ Rockerbox</i>	<i>June Sprints</i>	<i>IndyCar</i>	<i>Int'l Challenge</i>	<i>IMSA</i>	<i>NASCAR</i>	<i>Private Event – Flat Fee</i>
<b>Displays</b>	\$1.00	\$1.50	\$1.25	\$2.00	\$4.75	\$3.50	\$3.50	\$3.50	\$250
<b>Vendors</b>	\$1.25	\$2.50	\$1.75	\$3.00	\$5.50	\$4.75	\$4.75	\$4.75	\$250
<b>Accessories/ Parts Sales</b>	\$0.75	\$1.25	\$1.00	\$1.75	\$4.50	\$3.35	\$3.25	\$3.25	\$250
<b>Product Sampling</b>	N/A	\$6.25	\$5.50	\$6.25	\$12.50	\$12.50	\$12.50	\$12.50	\$250
<b>Photographers – Flat Fee</b>	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
<b>Team Support – flat fee max 20'x40' space</b>	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400

**Example:** 20'x20' space at MotoAmerica for Vending would cost \$1,000; 400 sq. ft. @\$2.50 per sq. ft.

Note: Each vendor space includes 2 weekend wristbands and 1 vehicle pass. Additional credentials can be purchased at the corporate rate of 20% off the current ticket price.

## 2. VENDOR VILLAGE PRICING *Flat Fee* – Located Just Southeast of the Gate 6 Tunnel in the North Paddock

<b>Sizes</b>	<b>20'x20'</b>	<b>Add' l 20'</b>
<b>Vintage MotoFest (AHRMA/Rockerbox)*</b>	\$75*	\$50*

*Vendor Village not available for SVRA, June Sprints, & VSCDA*

*Vendor Space Includes: One (1) weekend wristband, one (1) vehicle pass per space*

*Additional credentials can be purchased at a 20% discount*

*\*Vintage MotoFest event includes 2 weekend wristbands and 1 parking pass*

## 3. ADDITIONAL ITEMS – All items subject to 5.5% WI Sales tax

<b>Item</b>	<b>Price</b>
<b>10'x10' tent</b>	\$354
<b>20'x20' tent</b>	\$617
<b>40'x20' Tent</b>	\$929
<b>Whitewall tent Sides</b>	\$2.20 per foot
<b>Table 6' or 8'</b>	\$14.30
<b>Bistro Chair</b>	\$3.90
<b>Charcoal Gray Chair</b>	\$1.90
<b>Security</b>	\$25.00 per hour

Call Niki Zohrab for additional tent size and additional items pricing, 800-365-7223 x 2018

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## 1. Payment

The fee listed on the vendor application/agreement is payable to Lessor, at least 2 weeks prior to each race or event and is non-refundable unless due to mutually agreed upon reason for cancellation of participation. Lessee further agrees to pay Lessor the above mentioned amount which will be transferred and will apply to any race rescheduled because of rain.

## 2. Insurance

For all claims based on the negligence of the Lessee, the Lessee agrees to hold harmless the Lessor, and employees, and to so name the above on the Certificate of Insurance, from any such claim and agrees to carry proper compensation, public liability insurance as a further protection to the following blanket coverage: \$1,000,000, any one accident – bodily injury, and any one accident – property damage. A Certificate of Insurance shall be deposited with the Lessor at least ten (10) days prior to the event. Such policies shall include as **named insured**\* R/A, R/A Officers and Directors, Members, Employees and Agents, and Participants and shall be primary and non-contributory with any coverage that R/A might have. It is specifically understood and agreed that nothing in this statement shall be construed or interpreted to mean a partnership between the Lessor and Lessee; both parties hereto are individually responsible for their separate debts and financial obligations.

NO EXHIBITOR WILL BE ALLOWED TO SET UP WITHOUT PROOF OF INSURANCE

\*Elkhart Lake's Road America  
PO Box 338  
Elkhart Lake, WI 53020

## 3. RA Access

Lessee shall be granted access to the grounds for set up no earlier than 8:00 am the day prior to the event. Lessee and all equipment must vacate the property by 7:00 pm the last day of the event.

## 4. Location

Midway Vendors: lessee must set up all portions of booth (i.e. awnings, clothing racks, etc..) at least 10' (ten feet) off of the paved pedestrian walkway.

Vendor Village Vendors: Lessee must set up all portions of booth (i.e. awnings, clothing racks, etc..) within the allotted space only.

## 5. Credentials & Parking

Midway Vendor pricing includes a maximum of 2 weekend wristbands and 1 vehicle pass. Corporate discount of 20% off will apply for additional passes. Vendor Village pricing includes 1 vehicle pass. Weekend or daily tickets are not included but can be purchased at a corporate discount of 20% off.

Only vehicles with a proper vehicle pass will be allowed in the vendor areas. Midway vendor parking is allowed at the vendor space ONLY. Vendor Village parking is allowed to the west of the vendor village in the grass ONLY.

## 6. Subletting & Branding

Lessee may not sublet. Lessee may not sell RA branded merchandise. Fines will apply.

## 7. Electricity

If electrical services or utilities are required, the Lessee will be billed for the additional charges.

## 8. Giveaways

Lessee may not give away any products from their booth that might interfere with the sale of goods and services at Road America concession stands or souvenir store. Examples of such products are, but not limited to, t-shirts, hats, pins, beverages, food, etc.

## 9. Shipping/Receiving/Delivery

Due to high package volume, Road America will charge a \$5.00 per package fee for storage. Road America will charge \$50.00 for shipments that need to be unloaded by Road America personnel using Road America equipment. All fees will be collected at time of pickup. Packages should be picked up at Tech Barn 1, just inside Gate 6 during business hours.

Delivery of items to your vendor space will NOT be available on event days however will be available on set up day for a charge of \$50 per load.

## 10. Lessor Rights

Lessor reserves the right of final approval of all products or services to be sold or displayed. By signing this contract, Lessee agrees to accept all and any rules and regulations of Lessor, and to supply upon demand copies of insurance certificates, Wisconsin Sales Tax information, or any other lawful documents that may apply.

## 11. Clean Up

Lessee shall be solely responsible for complete clean-up of the leased area while setting up, during and immediately after the event. This is to include the immediate area and the breaking down of all boxes. All debris is to be put in containers furnished by the Lessor.

## 12. Damage

The Lessee will be billed for repair to any asphalt surface damaged due to improper placing of trailers or other heavy equipment.

## 13. Pirating

Lessee agrees that they shall sell only goods that are properly licensed by the owner of the design, logo or other item that they sell and they shall not sell any goods that are "pirated".

## 14. Vendor Village

The location of Vendor Village is subject to change per event depending on paddock needs. Notification of location change will be sent in the vendor registration package prior to the event.

## 15. Orders

Road America cannot guarantee availability of any 'additional items' if order is placed less than 14 days prior to an event. Any orders which are placed and fulfilled less than 14 days prior to an event may incur a 20% service charge.