

VENDOR APPLICATION PRINT AND FAX OR MAIL SHASTA SALUTE TO AMERICA

AUGUST 28, 2008 – SEPT. 1st, 2008 **SET UP 8/27/2008** Siskiyou County, Tulelake, CA

REGISTRATION DUE BY: AUGUST 1, 2008

Dry camping R.V. spaces (free with your vendor fee) are available by request. Sewer dump trucks will be available on site.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

1st Contact Ph #: _____ 2nd Contact Ph. #: _____

Fax: _____ California Sales Tax/Sellers Permit #: _____

Type of Vendor: _____ (food, jewelry, leather goods, etc.)

Provide a list of types of items you carry: _____

Contact Person's Name/Title: _____

E-mail Address: _____ Web Address: _____

Products not listed may not be allowed in your booth. If no web site include a picture of products

_____ 10x10 space (\$250.00) 3 passes

_____ 10x20 space (\$500.00) 4 passes

_____ 10x30 space (650.00) 4 passes

_____ 10x40 space (850.00) 5 passes

_____ 20x20 space (850.00) 5 passes

_____ 20x40 space (1000.00) 5 passes

_____ 30x80 semi space exhibitor (\$1200.00)= 5 passes into grounds

_____ Liability insurance (\$50.00) – does not include products

_____ late registration add'l fee (\$25) after 7/1/08

_____ 1 Add'l Exhibitor Pass \$50.00

\$ _____ Total payment enclosed Paid by Check _____ Money Order _____

I authorize the total to be charged on my credit card _____ Type _____ Exp Dt

Card Number _____

Do you want INDOOR _____ or OUTDOOR _____ space?

Do you need electrical? _____ yes _____ no If Yes list AMP's _____ Do you want dry R.V. space _____ yes

(Full payment or 50% deposit is due with application. If deposit is made balance due in full by 7/1/08. If payment by PayPal or credit card, an invoice will be sent by email or mail. Please be sure to include your email address.)

TERMS: Set Up: Wed. (7:00 am – 8:00 pm) gates open to public 8:00 am Thursday

The application deadline is 8/1/2008. Additional fees will be charged after 7/1/2008 of \$25, per 10x10 space reserved.

No refunds after 7/1/2008. All monies are due by money order, check or credit card made payable to:

SOUTH BAY BIKER PRODUCTIONS INC.

We reserve the right to refund any registration fees for multiple vendors of same type of offering. By signing below, you agree that you have read and accept these terms and agree to abide by the rules and regulations accompanying this agreement. If this agreement is returned online or by fax it will be considered as an original signature and full acceptance of this agreement applies. You understand that any change of information in this agreement must be made in writing.

Authorized Signature: _____ Date: _____

Name (print or type): _____ Title: _____

Accepted by South Bay Biker Productions Inc.: _____ Date: _____

Please make a copy for your records! Return to

SOUTH BAY BIKER PRODUCTIONS INC.

1922 E. GLADWICK, COMPTON, CA 90220 1-87-SOUTHBAY FAX: 310-631-0665

We want our Vendors to know that we intend to treat you with courtesy and respect and hope to have you back each year as our event builds. We realize you are an important part of our event. We also ask that you treat all rally patrons with the same respect and great attitude that showcases the entire event. If you have any questions, comments, complaints, or good words we want to hear them all. We can only improve if we know the issues. So welcome to SHASTA SALUTE TO AMERICA and we hope you have a profitable event.

Exhibitor Rules and Regulations

FOOD VENDORS: Any applicable health department rules/certifications must be obtained prior to the event.

1. Applications and Fees

- A. Application shall be subject to the approval of SBBIKER who reserves the right to select application in the best interest of the event.
- B. Space rental fees are listed on the first page of the Agreement.
- C. Exhibitor shall submit the application with payment in full or deposit of 50% of space. Balance must be paid by 07/01/2008 to avoid late fee. Full payment must be made for applications received after 07/01/2008.
- D. Cancellations must be made in writing.

SBBIKER shall withhold \$50.00 as a cancellation fee for any cancellation of confirmed exhibit space prior to the deadline date of 07/01/2008. After the deadline, no refunds will be made. SBBIKER is not liable for interest on any amount refunded.

2. Eligibility & Excluded items

A. SBBIKER reserves the right to determine eligibility of exhibitors prior to or after execution of the agreement. **THERE WILL BE NO SUBSTITUTIONS OF EXHIBITORS OR NON-REGISTERED ADDITIONS TO ANY SPACE unless prior written approval is given.**

B. Submission of this agreement and payment does not guarantee that exhibit space will be assigned.

Vendors are not allowed to sell official rally merchandise (logo'd by South Bay Biker and Shasta Salute to America) including Tshirts, hats, sweatshirts. Bottled water, energy drinks, alcoholic beverages of any kind and ice. If these items are found they will be confiscated.

C. Vendors or Exhibitors shall not display, dispense or offer for sale any item that is by California or Federal Law illegal to possess. For example, drug related paraphernalia. If you are selling any knives or large edged weapons, the transfer of the weapons must take place off the rally grounds. (i.e. ship the item to the purchaser's home).

3. Exhibit Space Assignment

A. The method of determining space assignment shall be established by SBBIKER and may be changed from time to time without notice to exhibitors.

B. Exhibitor shall not assign, sublet, share or apportion the whole of any part of the space allotted without the written consent of SBBIKER.

C. The Agreement may not be assigned by an exhibitor except in connection with the sale of the business in such case all new information for the new owner must be submitted.

4. Exhibitor Hours

Setup

A. Exhibitors can enter starting at 7:00 a.m. on Wed. Aug. 27th. Setup must be complete by 9:00 p.m. Wed. Aug. 27th.

Exhibitors shall be open for business on Thursday Aug, 28th by 10:00 a.m. and remain open until 7:00 p.m.

Friday, Saturday, Sunday Aug. 29th – 31st 9:00 a.m. to 9:00 p.m. Booths must be manned at all times during these hours. All vendors located inside the vendor building will have the building locked and guarded after hours.

Food Vendors – It is suggested, but not required that food vendors remain open until 12:00 midnight on Friday & Saturday as events will be going on until 1:30 am

B. Written permission from SBBIKER is required to set up during non-posted hours. No set-up will be allowed prior to exhibitor entry hours (see paragraph 4 above).

C. Any space not claimed and occupied during exhibit set-up during non-posted hours of the event may be reassigned or resold by SBBIKER without obligation on the part of SBBIKER for any refund whatsoever.

5. Tear Down

A. Tear down Monday - display materials, cartons and refuse removed no later than Monday at 12:00 noon

B. No removal of product and/or equipment prior to teardown without prior written permission from SBBIKER.

C. Exhibitor agrees to dismantle display as soon as practical after the end of the event.

D. SBBIKER assumes no responsibility for exhibit material left unattended during tear-down. Any product or material used that need to be picked up and shipped after tear-down is the sole responsibility of the exhibitor. SBBIKER and/or event facility will not be responsible for items left after tear down.

6. Operation and Conduct

A. SBBIKER reserves the right to restrict exhibitors to suitable methods of operation and display of materials. If for any reason an exhibitor and/or its contents are designated objectionable by SBBIKER, the exhibit shall be subject to removal at exhibitor's sole expense. This is considered an adult event and adult items are allowed.

B. No drug paraphernalia, animals, reptiles, birds, rodents, fish or insects may be used as part of an exhibit.

C. Exhibitors are not allowed to obstruct the view or adversely affect the displays of other exhibitors including music or sound being played at loud levels.

D. Exhibitors are not permitted to host or sponsor any event which attracts buyers during exhibit days or which conflicts with the schedule program promoted by SBBIKER.

E. Exhibitors are not granted exclusive right to any specific product category unless authorized by SBBIKER.

F. Parking: All vendors are required to park outside show area in designated parking areas.

G. Display Bikes: SBBIKER must approve all display vehicles prior to set up. All Bikes accepted for display must have proper credentials.

H. Freight: Any shipments made to the event are the sole responsibility of the exhibitor. Any fees necessary to unload/load freight will be the responsibility of the exhibitor.

7. Liability

A. The exhibitor and each of the persons specifically representing the person whose name and signature is on the agreement, herein agrees to both 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, cause of actions, judgment's and liabilities of every kind and description (including court costs and attorney fees), occasioned by, resulting from, and/or related to conduct, actions and/or omissions of anyone connected with his event, including SBBIKER, and the owner at the event and their respective owner operator of the event facility, other vendors at the event and their respective owners, shareholders, officers, directors, employees, agents, representatives and servants and all persons connected with the promotion, production, management and/or presentation of any portion of this event.

B. The exhibitor represented by the signature on the Agreement agrees and specifically acknowledges that SBBIKER, its officers, directors, agents, representatives and/or servants, waive and assume no responsibility or liability whatsoever in any matters relating to any restrictions, controls, and/or conditions imposed on any 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.

*SBBIKER reserves the right to determine eligibility of exhibitors or specific exhibitor merchandise prior to or after execution of this Agreement.

C. Exhibitor will indemnify and hold SBBIKER harmless from all costs, losses, damages, or expenses including expense of litigation, and attorney's fees, resulting from any person or property arising out of any act of omission of vendor of his employees or other representatives. As a courtesy to our vendors we offer liability coverage for \$50.00 – this is liability for the 4 day event only and does not include coverage for your products. If Vendor chooses to obtain their own insurance you must provide proof of liability insurance naming South Bay Biker Productions Inc., as an additional insured and if requested, vendor will furnish SBBIKER with evidence of insurance in force with a reputable insurer, including coverage against contractually assumed liability. SBBIKER its officers, agents or members shall not be held responsible for any loss or damage due to theft, fire, accident, or other cause, but will use reasonable care to protect the exhibitor from such loss.

Exhibitor will be responsible for paying any and all applicable state sales tax. No city sales tax is required with the venue area as it is on state property.

We, the undersigned, do hereby submit our application for reservation of display space for the SHASTA SALUTE TO AMERICA RALLY. We agree to abide by the rules and regulations set forth by SOUTH BAY BIKER PRODUCTIONS INC. and will not hold SBBIKER responsible for damage or theft from our exhibit. Liability insurance is mandatory for each commercial vendor and South Bay Biker Productions Inc. shall be named as an additional insured.

I have read the accompanying rules and agree to abide by the conditions set within.

Signature of Principal Party

Printed Name & Title

Date Signed

Acceptance by South Bay Biker Productions Inc.

Printed Name & Title

Date Signed