

GRAND PRIX of GULFPORT, LLC.

**700 49th ST., S.
GULFPORT, FL 33707**

EXHIBITOR APPLICATION/CONTRACT

**www.GrandPrixGulfport.com
March 27 – 29, 2020**

Company Name: _____

Address: _____

City

State

Zip Code

Phone: _____ Cell: _____ Fax: _____ Email: _____

Company Contact: _____ Contact Email: _____

Bill to Co: (IF DIFFERENT FROM ABOVE) _____

Address: _____

City

State

Zip Code

Phone: _____ Cell: _____ Fax: _____ Email: _____

Show Contact: _____ Show Contact Phone: _____

RATE INFORMATION * MAKE CHECKS PAYABLE TO GRAND PRIX OF GULFPORT, LLC.

EXHIBITOR AGREES TO PAY \$ _____ FOR BOOTH/SPACE (Size _____) ON SHORE BLVD, SOUTH, GULFPORT, FL

TO BE FILLED OUT BY EXHIBITOR BELOW –

What products/services will you be exhibiting? _____ Please
list brand names: _____ Our Company is a:

___ Manufacturer ___ Manufacturer Representative ___ Travel/Tourism ___ Marine Services ___ Outfitter/Guide Service

___ Wholesaler ___ Dealer ___ Retailer and/or Marina ___ Artist ___ Food Service ___ We intend to retail “over the counter”

at our Exhibit.

Terms: 25% deposit on or before **December 30, 2019**, 25% due on or before **January 31, 2020** and balance due before **March 1, 2020**. The Terms and Conditions set forth herein are binding on GPGP, LLC only after the application is executed by GPGP and returned to the exhibitor. Once GPGP executes the application the application becomes a binding contract between GPGP, LLC and the Exhibitor and includes all the terms on both the face of this application and the Terms, Rules and Regulation on the reverse side of the application including GPGP's Allocation Procedures and Display Guidelines (the Terms and Conditions). The Exhibitor agrees to be bound by all such Terms and Conditions. Any Exhibitor requests for cancellation or cutbacks and any space changes are subject to these Terms and Conditions. By signing and submitting this form to GPGP, LLC the Exhibitor acknowledges, agrees and consents to receipt of notices from GPGP and its affiliates by facsimile or electronically using the contact information set forth on this form.

Your Name: _____ Signature: _____ Date: _____

GPGP Contact: _____ Signature: _____ Date: _____

Questions? Please Call:

Bill Joule PH: (727) 798-0011 EMAIL: GPGPLLC@gmail.com Joe Guenther PH: (727) 481-2953 EMAIL: Joe@Omaddys.com

GRAND PRIX OF GULFPORT TERMS, RULES AND REGULATIONS

1. **ADMISSIBLE EXHIBITS** • Exhibitor agrees to display only unused current-model-year boats and/or marine related products. Exhibitor will not display any product or signage without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this show.

- GRAND PRIX OF GULFPORT, LLC reserves the right to determine the eligibility of any company, product, signage, or material for inclusion in the show. No exhibitor shall exhibit, or permit to be exhibited in the space allocated to them, any product, merchandise, signage or display material other than that specified in this application.
- Exhibitor agrees that GRAND PRIX OF GULFPORT, LLC may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature.
- Exhibitor represents and warrants that all displayed products comply with all applicable U.S. laws, regulations and consent decree or other mandatory requirements, including any applicable safety standards that may be issued by the Consumer Product Safety Commission (CPSC), and the emission regulations issued by the U.S. Environmental Protection Agency (EPA).

2. **PAYMENT FOR SPACE AND OTHER PRODUCTS**

- Exhibitors who fail to make space payments accordance with the terms will not be considered for space increases, location changes, or upgrades of any kind and are subject to space reassignment, cutback, or cancellation without credit or refund.
- GRAND PRIX OF GULFPORT, LLC will process all checks with notation "payment in full" or similar language. GRAND PRIX OF GULFPORT, LLC reserves the right to pursue the remaining balance in the event a payment amount is smaller than an open balance of an order that check is paying for.

3. **CANCELLATIONS, CUTBACKS, and SPACE CHANGES**

- Should the Exhibitor wish to cancel this contract, the Exhibitor must contact GRAND PRIX OF GULFPORT, LLC and notice of the cutback or cancellation must be confirmed by GRAND PRIX OF GULFPORT, LLC. A contract cancellation penalty representing all or a portion of the total contract price will be assessed according to the following formula: 25% contract penalty 1 day past the first payment deadline date (as noted on the front of this contract)

75% contract penalty day past the second payment deadline date (as noted on the front of this contract)

100% contract penalty 1 day past the third payment deadline (as noted on the front of this contract)

If Exhibitor deposits received to date are in excess of the contract penalty, then Exhibitor will be entitled to a credit for this difference. If Exhibitor deposits received to date are less than the contract penalty, must send a check for this shortfall to GRAND PRIX OF GULFPORT, LLC once the cancellation or cutback has been confirmed.

- For Exhibitors requesting a space reduction. GRAND PRIX OF GULFPORT, LLC reserves the right to relocate the exhibit or reconfigure it if determined by GRAND PRIX OF GULFPORT, LLC- In the event that show space must be reallocated after contracts have been accepted and signed, GRAND PRIX OF GULFPORT, LLC has the right to relocate the Exhibitor's space.
- **DISPLAY CHARACTERISTICS** - see Allocation Procedures & Display Guidelines
- **LATE ARRIVALS** Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by GRAND PRIX OF GULFPORT, LLC or, if no alternative is available, are required to forfeit their show participation rights,
- **SUBLEASING** - Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space. Non-exhibiting firms may not place stickers, placards, or other signs anywhere in the show.
- **SALE OF MERCHANDISE** - GRAND PRIX OF GULFPORT, LLC reserves the right to limit over-the-counter sale of products for delivery at the show to designated areas. Exhibitor is solely responsible for registering for, collecting, and reporting appropriate sales taxes.

4. **LIABILITY RELEASE, WAIVER\INDEMNIFICATION\CHOICE OF LAW & FORUM\ATTORNEY FEES**

- Exhibitor releases GRAND PRIX OF GULFPORT, LLC, its contractors and their respective directors, officers, employees, agents, and members, and each of them, from any claims, liabilities, losses, damages, costs, or expenses relating to or arising out of any injury to any personnel of exhibitor or to any other person or any loss of or damage to any property of exhibitor or any other property where such injury, loss, or damage is incident to, arises out of, or is in any way related to exhibitor's participation in the event and the exhibitor shall be responsible for any such injury, loss, or damage, and any expenses relating thereto.
- Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the City of Gulfport., GRAND PRIX OF GULFPORT, LLC, SIK Promotions, Inc. and their managers' contractors, directors, officers, employees, agents and members, and each of them ("Indemnities"), from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatsoever kind and nature, including judgments, interest and reasonable attorney's fees, costs of litigation and all other costs, expenses and charges, which Indemnities incur or may incur for any reason resulting from, relating to or arising out of Exhibitors participation in the event, including but not limited to: (i) the negligence, gross negligence, intentional misconduct or criminal acts or omissions of indemnitor in the performance or breach of this Agreement. (ii) the breach by Exhibitor and/or its Contractors, their directors, officers, employees, agents or Exhibitor's contractors, or any of them, of any representation or covenant set forth herein; (iä) any injury to or death of any persons, or any loss of, through theft or otherwise, or damage to, property arising in any way in connection with the use and enjoyment by the Exhibitor, or any other person or entity present with the permission, express or implied, of Exhibitor of the space, equipment or the show space or hall; (iv) the use of equipment, devices furnished to or used by the Exhibitor, or other persons in connection with the show, or the use of the space, provided that the foregoing indemnification shall not apply where the damage, injury or loss results solely from the gross negligence or willful misconduct of the show sponsor, GRAND PRIX OF GULFPORT, LLC or their respective employees or contractors.
- This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida without regard to its rules regarding conflicts of laws any other law or rule that would cause the laws of any Jurisdiction other than the State of Florida to be applied. Any disputes arising out of or related in any way to this Agreement, its performance or breach,

including but not limited to actions seeking equitable relief shall be brought exclusively in, and the parties to this Agreement hereby consent to submit to the jurisdiction of the courts of the State of Florida located in the City of St. Petersburg, or the United States District Court for the Northern District of Florida. Exhibitor waives any objection based upon lack of personal jurisdiction, improper venue, or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party shall have any liability to the other for punitive, incidental, or consequential damages, including but not limited to, loss of profit, revenue, or enterprise value, as a result of a breach of this agreement, tort, or otherwise, to the full extent such liability may be disclaimed by law. In any suit or action brought concerning this Agreement, its interpretation, performance or breach. including but not limited to any suit or action brought against Exhibitor by

GRAND PRIX OF GULFPORT, LLC for the collection of fees or other sums due GRAND PRIX OF GULFPORT, LLC pursuant to this Agreement, the prevailing party's costs of such action, including reasonable attorneys' fees, shall be paid by the other party. The terms of this provision shall survive the termination or expiration of this Agreement.

- Attorney Fees Any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

5. ACTS OF GOD: GRAND PRIX OF GULFPORT, LLC, shall have no liability to Exhibitor whatsoever for any matter or thing resulting from acts of God (including: without limitation, fire, flood, earthquakes, hurricanes and tornadoes) or other events beyond the parties control, including, without limitation. war, government regulation, disaster, strikes, civil disorder. curtailment of transportation facilities, or infectious disease); except that if such events prevent Exhibitors show space being made available to Exhibitor, GRAND PRIX OF GULFPORT, LLC shall return to Exhibitor payments made by Exhibitor: after deducting there-from a pro-rata share of expenses incurred in connection with said Show.

6. INSURANCE

- GRAND PRIX OF GULFPORT, LLC shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason, including them unless such loss or damage is caused solely by the gross negligence of GRAND PRIX OF GULFPORT, LLC any of its employees. Exhibitor is required to follow and use all of the security arrangements made by GRAND PRIX OF GULFPORT, LLC for property and valuables when the show is not open.

In addition, Exhibitor is required to provide and keep in force during the show period, including move-in and move-out periods, the following insurance:

- Worker's compensation and employer's Liability Insurance covering its employees in the state in which the show is being held, in accordance with the statutes, rules and regulations promulgated by that state's governing authorities.
- Commercial General Liability insurance (or its equivalent) Including Products/Completed Operations, Personal and Advertising Injury, with a per occurrence limit of not less than \$1,000,000 and endorsed with GRAND PRIX OF GULFPORT, LLC and City of Gulfport, and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insureds. iii) Exhibitors using owned: leased, rented or borrowed vehicles on or within the venue are required to have Automobile Liability Insurance with a per occurrence limit of not less than \$1,000,000 with GRAND PRIX OF GULFPORT, LLC., and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insured's.
- Certificates of insurance, with the limits, dates of coverage, and endorsements as stated above, shall be furnished to GRAND PRIX OF GULFPORT, LLC no later than 30 days before the scheduled move-in date for the show.

- The Exhibitor understands that neither the GRAND PRIX OF GULFPORT, LLC, SIK Promotions, Inc. nor the City of Gulfport maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. The Exhibitor waives any rights of subrogation available to Exhibitor or its insurance underwriters,

7. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, Exhibitor's 0! Exhibitor's agents' or employees' incorporation or use during the Event of any music, written material, thematic rights, inventions, devices, products. or similar items that are the subject of any copyright. trademark. service mark, trade name, patent. trade secret franchise other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless GRAND PRIX OF GULFPORT, LLC and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use: including but not limited to any action brought by ASCAP, BMI, SESAC, other licensing organization for playing copyrighted music.

8. RULES AND REGULATIONS

- GRAND PRIX OF GULFPORT, LLC shall have the power to adopt, amend, interpret, and enforce all show terms, rules and regulations with respect the operation and conduct of the Show, including but not limited to those regarding the kind, nature, and eligibility of all exhibitors and exhibits at the Show and the marketing activities of exhibitors with respect to the Show. Any exhibitor observed to be soliciting business the aisles or other public spaces, another company's booth, or in violation of any applicable GRAND PRIX OF GULFPORT, LLC terms, rules and regulations, will be asked to leave immediately, Additional Penalties may be applied.

Exhibitor shall comply with all show terms, rules and regulations, and with all pertinent and applicable laws, codes and regulations. federal, state, municipal and local, which affect the show space. Exhibitor's failure to comply with such laws, terms, rules and regulations shall entitle GRAND PRIX OF GULFPORT, LLC to terminate GRAND PRIX OF GULFPORT, LLCs obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space. GRAND PRIX OF GULFPORT, LLC's decision on all such matters shall be final.

- Exhibitor's advertising and marketing of its participation in the Show in any medium, including but not limited to such activities on websites owned or controlled by Exhibitor and elsewhere on the internet, shall comply with all contracts and shall not infringe or otherwise misuse GRAND PRIX OF GULFPORT, LLC's trademarks ("the GRAND PRIX OF GULFPORT, LLC Marks") and other intellectual property. in the reasonable belief of GRAND PRIX OF GULFPORT, LLC, (i) Exhibitor's activities infringe any of the GRAND PRIX OF GULFPORT, LLC Marks or (it) Exhibitor's activities, including Exhibitor's using, without permission, the GRAND PRIX OF GULFPORT, LLC Marks on websites or in domain names, met tags. hypertext links, or any search engine sponsored links or search engine advertising programs (e.g., Google AdWords), are likely to cause confusion, mislead, or deceive, as to the source affiliation connection, or association of GRAND PRIX OF GULFPORT, LLC with Exhibitor or its goods, services or other commercial activities, including but not limited to diverting away from GRAND PRIX OF GULFPORT, LLC's show websites and to Exhibitor's website web searches using the GRAND PRIX OF GULFPORT, LLC Marks, GRAND PRIX OF GULFPORT, LLC reserves the right to cancel Exhibitor's space. GRAND PRIX OF GULFPORT, LLCs decision on all such matters shall be final. No failure by GRAND PRIX OF GULFPORT, LLC to enforce, or any delay in the enforcement of, any rules, regulations, laws or any right. power or remedy that GRAND PRIX OF GULFPORT, LLC may have under this Agreement shall impair any right, power or remedy that GRAND PRIX OF GULFPORT, LLC may have under this Agreement.

Your Name: _____ Company: _____ Date: _____