



3200 Rice Mine Rd NE Tuscaloosa, AL 35406  
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**Application/Contract for Display**  
**Charlotte Motor Speedway/zMax Dragway – Concord, NC**  
**October 5-6, 2012**

**1. Participating Company Information**

Company Name \_\_\_\_\_  
 Street Address/PO Box \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Contact \_\_\_\_\_ Title \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
 Product to be displayed \_\_\_\_\_

Send all correspondence to the name and address below – If different than above:

Company Name \_\_\_\_\_  
 Street Address/PO Box \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Contact \_\_\_\_\_ Title \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**2. Booth Space Information**

Size	Price	Special Instructions*

\*Special instructions – i.e. please assign near to/away from the following exhibitors, concessions, perimeter, etc.

**Booth Pricing**\*If you submit your exhibit space reservation for the 2012 Charlotte Diesel Super Show by November 7, 2011, you will lock in your 2012 space at the 2011 exhibit rates listed below. The 2012 exhibit rates are subject to increase for any contracts received after November 7<sup>th</sup>.

10x10 Outside	10x10 Inside Large Tent	400-1,500 sq ft	1,501 – 3,000 sq ft	3,000+ sq ft
\$550.00 each	\$750.00 each	\$5.00/sq ft	\$4.00/ sq ft	\$3.50/ sq ft

**3. Payment**

- 25% deposit must accompany this form before November 7, 2011.
- 50% deposit must accompany this form between November 8, 2011 and April 4, 2012.
- 100% payment must accompany this form after April 4, 2012.

\_\_\_\_\_ Check enclosed for the amount of \_\_\_\_\_  
 \_\_\_\_\_ Please charge my \_\_\_ Amex \_\_\_ Visa \_\_\_ MC for the amount of \_\_\_\_\_  
 Card # \_\_\_\_\_ Exp. \_\_\_\_\_ Security# \_\_\_\_\_  
 Printed Name on Credit Card \_\_\_\_\_

Exhibitor agrees to pay the cost of all utilities consumed by display and any other ancillary charges incurred on its behalf, including but not limited to extra installation costs, additional moving costs, etc. By signing below, you are agreeing to the terms and conditions outlined on page two of the Application/Contract for Exhibit Space.

**No booth assignments will be made until the appropriate deposit is submitted (see schedule above) with signed contract.**

**PLEASE SIGN HERE**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name of Signature Above \_\_\_\_\_

**For Office Use Only**

Date Rec'd \_\_\_\_\_ Sls Rep \_\_\_\_\_ ID# \_\_\_\_\_ New \_\_\_\_\_  
 Accepted by The Great American Trucking Show \_\_\_\_\_  
 Booth # \_\_\_\_\_ Size \_\_\_\_\_ Price \_\_\_\_\_ Acct Rec'd \_\_\_\_\_

## OFFICIAL TERMS AND CONDITIONS

The following terms and conditions are incorporated into the contract for display space:

We agree that The Charlotte Diesel Super Show, owned and operated by Randall-Reilly, LLC is responsible for all aspects of The Charlotte Diesel Super Show and shall have full power in the interpretation and enforcement of the requirements outlined in this Contract. Any changes to this Contract must be initiated by both parties. All matters not covered by the foregoing shall be subject to the final judgment of Show Management. It is understood that by submitting this Application/Contract for Display, I agree to abide by the Official Terms and Conditions appearing in this agreement and in other communications with Show Mgt are hereby incorporated by reference and the Displaying Company agrees to be bound thereby.

- Allotment of Space:** We hereby contract for the display space listed on the reverse side in the display area of the Charlotte Motor Speedway/zMax Dragway for the purpose of displaying and demonstrating equipment manufactured or distributed by us or services available from us during The Charlotte Diesel Super Show, dates to be determined.
  - We agree that we will only display and demonstrate products or services directly related to and utilized by the trucking industry.
  - We accept the show layout submitted by Show Management and understand that we may be relocated or the show layout modified if it is in the best interest of the Show or if it is required by any agency regulating the facility.
  - Any space allotted and not occupied for the purpose set forth by 5:00pm the day prior to opening day shall revert to Show Management to be resold and occupied in any manner and for such purposes as Show Management may choose. All money paid by us, the display, as provided for above, shall be retained as liquidated damages and this contract shall be null and void.
- Payment/Refund Policy:**
  - 50% Deposits due are for processing of the Application/Contract for Display Space and are Non-refundable.**

In the event the Show is cancelled for any reason or contingency Show Management shall not be held liable for any expense incurred by us and they shall determine the amount of participation fee to be refunded. We agree to the payment schedule and understand that our assigned display space may be cancelled by Show Management if payment is not received by the due date outlined. In the event of cancellation of this display space by Show Management due to missed payments, we understand that all prior deposits and payments are non-refundable. The Displaying Company will not receive the wide range of support services and facilities available until their display space payment installments are settled.

Notice of cancellation must be made in writing to Show Management.

- Sharing/Sub-Leasing:** As a participant, WE WILL NOT SHARE, SUB-LEASE or assign this space or any part thereof either with or without charge. This space has been assigned for our exclusive use, and no product or service not normally handled by us will be displayed. We further agree that all demonstrations, displays and distribution of promotional matter will be confined to the limits of our booth and that no personnel will be permitted to canvass or solicit business in any other area of the facility grounds.
- Eligibility of Displays:** Show Management has and shall retain the right to determine the eligibility of any potential participating company for inclusion in the Show and may reject any display not deemed to be in keeping with or appropriate to the purpose of the Show.

### DISPLAYS

- Installation & Dismantling of Displays:** Installation may start at 8:00am the day prior to opening day and must be completed no later than 6:00 pm the same day. Dismantling will not begin before 9:00 pm on closing day. We further agree that we will vacate the area no later than 5:00 pm the day after closing day, and that we will leave our allotted space free of debris. We understand that it is our responsibility, at our sole cost, to install and input in place our display before the opening of the Show and dismantle and remove it immediately after the closing as set forth above. We agree that any deviation must be cleared in advance with Show Management. We agree not to dismantle or vacate our space before 9:00 pm on closing day.
- Arrangement of Displays:** We accept the space layout as outlined on the Show layout provided by management and agree that all displays and furnishings will be at our expense. Back wall and side drapes will be provided for all 10'x10' displays. We further agree not to erect signs, partitions, or to display products in such a way as to occasion injury or disadvantageously affect the display of other displays. We understand that displays in any standard booth may not exceed 8' in height and all displays over 4' in height and placed within 10 lineal feet of an adjoining display must be confined to within 5' of the back wall unless written approval of Show Management. Peninsula booths may have an 8' high back wall across the full width. Adjacent 10'x10's may have a high back wall blocking one side of their booth. Plans for any questionable displays should be submitted within two weeks of issuance of contract.

### RULES AND REGULATIONS

- Fire & Government Regulations:** We accept that our display, its material and installation must meet the requirements of the Cabarrus County Fire Department. We also agree to comply with all local, state and federal laws.
- Installation of Display Space:** We agree to conform with Charlotte Motor Speedway/zMax Dragway Rules and Regulations for erecting, assembling, dismantling, packing and unpacking of displays and for material handling at the event. No stakes may be used when erecting tents on asphalt.
- Product Sales:** On-site sales will be permitted in the Display Area. If you engage in business in North Carolina and you sell or lease tangible personal property or provide taxable services in North Carolina to customers in North Carolina, and/or you acquire tangible personal property or taxable services from out-of-state suppliers that do not hold a North Carolina Sales or Use Tax permit, you must complete Form E536 for the county of Cabarrus. Additional

information is available online at: <http://www.dorn.com/downloads/sales.html> or by calling 1-877-252-3052.

- Product Eligibility:** All materials including bumper stickers, greeting cards, phone cards, t-shirts, posters, etc., which contain profane language, nudity, obscene images or illegal drug related images will not be permitted during the event.
- Live Show, Sound Systems, Movies:** Displaying companies incorporating movies, live shows, or sound systems in their display must notify Show Management on or before September 16, 2011 and have a sufficiently large area to accommodate their audience without causing any disruptions. Also the sound level must be low enough not to disturb other displaying companies or guests. Show management reserves the right to cancel or regulate any such show by reducing the sound level and/or frequency and/or length of any such show. A noise ordinance begins at 9:00pm. All activities must be completed by 9:00pm nightly.
- Noisy or Obnoxious Equipment:** We agree that any equipment or apparatus or giveaways producing noise, vibration, odor, or light that could be detrimental to neighboring displaying companies or guests is prohibited. A noise ordinance begins at 9:00pm. All activities must be completed by 9:00pm nightly.
- Literature:** Any distribution of literature or samples shall be restricted to materials directly related to the services or equipment displayed. Such distribution shall be made only from the your designated display space.
- Food & Beverage:** Show Management must approve any distribution of food and/or beverages, including popcorn. All food and beverage must be ordered directly from the Charlotte Motor Speedway/zMax Dragway Caterer. Samples distributed must be less than 1 ounce. No glass containers are allowed within Charlotte Motor Speedway/zMax Dragway.
- Promotional Stickers:** We agree that we will not place promotional stickers on any portion of the Charlotte Motor Speedway/zMax Dragway Property and that we will pay any charge incurred in removing stickers from Charlotte Motor Speedway/zMax Dragway Property.
- Copyrighted Music:** We agree to obtain any licenses necessary for any music performed or played in our booth.
- Electrical Services:** Any company who wishes to have electricity in the display area, must complete and return an Electricity Order Request Form and return it prior to the deadline. Please contact Show Management at 888-349-4287. Failure to return the request form prior to the deadline date will result in no electrical service. Generators will not be permitted.
- Internet Services:** There are no Internet services available. Those participating companies who wish to have access to the Internet will need to bring their own equipment with wireless cards.
- Displaying Company Personnel:** All displaying company personnel must be clothed in acceptable attire and must restrict activities to their own booth.
- Official Services:** We understand that designated official Show Contractors are responsible for their area of operation and any outside contractor or worker must operate within the concurrence of Show Management and the designated contractors. A complete index of designated contractors will be sent to each participating company. We agree to supply Show Management, 30 days in advance, the name, address, and specific service to be supplied by any contractors not designated on the list. Any outside contractor used according to this section must furnish Show Management with a Certificate of Insurance and a list of all persons who will be working the event.

### LIABILITY

- Limitation of Liability:** We agree that neither The Charlotte Diesel Super Show, Randall-Reilly, LLC, their employees, the owner of the Charlotte Motor Speedway/zMax Dragway nor their representatives, will be responsible for any injury to any participating company, its employees, agents or property; or for loss by fire, theft, damage, delay, electrical or mechanical failure, labor trouble, or any cause whatsoever while the displays and merchandise are in transition within the display area, or while being moved into or out of the Charlotte Motor Speedway/zMax Dragway/SMI. We further agree to indemnify and save harmless the above organizations from injury to any person or loss or damage to any property caused by the act or omission of ourselves, our agents or employees arising out of, or in connection with, our display and the use, occupancy and maintenance of the space allotted under this agreement.
- Insurance:** We understand that insurance on our display property is entirely at our own expense. We further understand that the Charlotte Motor Speedway/zMax Dragway/SMI requires that we provide Show Management with a Certificate of Insurance no later than September 14, 2011 if we plan to set up our own display. The certificate must name the Charlotte Motor Speedway/zMax Dragway/SMI, Official Decorator/Contractor and Randall-Reilly Publishing Co LLC as additional insured.
- Security:** Show Management will assign a security detail during all hours of the event. Show Management does not assume responsibility for the loss and/or damage by fire, theft, or any cause of the displaying company's property. We agree to have an attendant present and in charge of during event hours.
- Protection of the Charlotte Motor Speedway/zMax Dragway:** We agree that we shall compensate the Charlotte Motor Speedway/zMax Dragway for any expense resulting from either injury or damage to the physical property of the Charlotte Motor Speedway/zMax Dragway/SMI caused by any rigger, hauler or contractor engaged for the purpose of moving our display either into, within or out of the display area. We agree also that nothing will be tacked, nailed, screwed or otherwise attached to any part of the facility will be at the displaying company's expense.

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