

# **Exhibitor Application and Contract 2023** Hotter'N Hell Hundred Finish Line Village August 23 and 24, 2024



Company	Te	exas Sales Tax I.D. No.	
Address	City	State	Zip
E-Mail			
Cell Phone ( Contact p	erson:	Driver's License #:	
Major products or lines to be exhibited			

Will sales be made or orders taken at the booth? if yes, a Texas Sales Tax Permit is required.

Anyone, even out-of-state vendors, selling or taking orders must have a Texas Sales Tax Permit on display. The permit can be obtained without cost by calling the Comptroller's Office at (940) 761-4141 or by contacting them in writing or in person at 925 Lamar, Suite1900, Wichita Falls, TX 76301. For food permits - contact W. F. Health Dept. 940-761-7820.

#### **FINISH LINE VILLAGE 2024**

This year Finish Line Village will again be set up on the grass east of the MPEC Exhibit Hall & north of the Kay Yeager Coliseum (1000 5th St). HHH booth space will provide ice and live music. Finish Line Village offers setup locations for hospitality tents, food/drink vendors, retail sales, displays, and games. (Food vendors need to complete a MPEC Food Vendor Contract available at: https://www.hh100.org/consumer-show-andfinish-line-village)

USAC Criterium Races will be held on Friday, Aug. 23rd, 2024 from 5:30PM > 7:30PM. Wee Chi Tah Trail activities: Mountain Bike races – Friday 8:00AM > 5:30PM; Trail Runs - Sunday 7AM > 11AM.

# **Booth Size Preference And Fees**

10X10 BOC	OTH @ \$4	00 (\$325 if paid on or be	fore May 1 <sup>st</sup>	·)	\$	
10X20 BOC	)TH @ \$6	00 (\$525 if paid on or be	fore May 1st	)	\$	
20X20 BOC	)TH @ \$8	00 (\$725 if paid on or be	fore May 1st	)	\$	
Booth space	for vendo	r trailer set up @ \$500 / 1	railer (\$425	5 if paid before May 1 <sup>st</sup> )	\$	
Tent Required:	Yes	No; Table Required:	Yes	No; Chairs Required:	Yes	No
(HHH will provide a tent, an 8ft table & 2chairs as part of the booth fee if needed)						
Water hose hooku	<u>ip require</u>	<u>d</u> : Yes	No			
Electricity required (Charge is \$100/ booth)			\$			
110v / 2 pro	ngs plug	110v/30	amp (3 pror	ng Travel Trailer style)		
220v/30amp	)	220v/5	Jamp			
Other – Spec	cify					
Total Amount to	be encle	osed with this applica	tion		\$	

#### (HHH sponsor's exhibit or sales space will be established as part of the sponsorship package).

Exhibitors from last year will have preference for their same booth set-up if they sign up by May 1<sup>st</sup>

Please use recyclable/compostable materials (plates, cups, & bags) in place of plastics & Styrofoam wherever possible.

Finish Line Village schedule:			
Friday, August 23rd		Saturday, August 24 <sup>th</sup>	
Open for setup	Noon	Vendors admitted 5:00 am (must setup by 8:00 am)	
Finish Line Village opens	3:00 pm	Finish Line Village opens	8:00 am (6:00am optional)
Michelob Ultra Criterium Races begin	4:30 pm	Endurance Ride Starts	7:00 am
Michelob Ultra Criterium Races end	7:30 pm	HHH ride finishers return as early as	8:30 am
Finish Line Village closes	10:00 pm	USA Cycling Michelob Ultra Road Race ends	11:30 am
		Finish Line Village closes	6:00 pm
		HHH ride finishers return as late as	7:00 pm
Sunday August 25 <sup>th</sup>			

Participation is optional - 6:00AM to 4PM

We, the undersigned, henceforth referred to as Exhibitor, understand this Application will become a binding contract upon acceptance by the Wichita Falls Bicycling Club Finish Line Village Coordinator or the HHH Executive Director, henceforth referred to as Management, and are subject to the terms, conditions, and regulations which hereto constitute a part of or are included in this Application and Contract (see reverse). Our booth will be open beginning Friday at 3:00 PM and during all exhibition hours through Saturday at 6 PM. Exceptions are noted.

Applicant Signature: Title:	Date:
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Payment in full must accompany this agreement to reserve space:

Make payable to the Wichita Falls Bicycling Club, Inc. and mail to Hotter'N Hell Hundred, P.O. Box 2099, Wichita Falls, Texas 76307 Contact: Finish Line Village Coordinator, Linda Stevenson, linda.stevenson@redcross.org or HHH Executive Director, Ben 'Chip' Filer, info@hh100.org, 940.322.3223, Fax 940.322.1118

## Hotter'N Hell Hundred Consumer Show and Finish Line Village Contract Provisions

# 1. CANCELLATION POLICY

- Written requests for cancellation received prior to August 1<sup>st</sup>, 2024 will be honored, however a 25% cancellation fee will be charged.
- No refunds will be given for cancellations after August 1<sup>st</sup>, 2024.

#### 2. BOOTH ASSIGNMENT AND OPERATION

- Booths will be assigned based on space requirements, previous exhibits by same company, date of receipt of fee, compatibility with other exhibits, and the overall best interests of the show.
- Food vendors need to complete a MPEC Food Vendor Contract available at: https://www.hh100.org/consumer-show-and-finish-line-village
- Exhibitors must have exhibit open and staffed at all times during the show hours.
- Management reserves the right to restrict noise levels and to regulate methods of operation and display of materials.
- Exhibits shall be arranged so that they will not obstruct the walkways or general view and will not hide the exhibits of others.
- Plans for specially-built displays should be submitted to Management before construction is ordered.
- Exhibitor agrees that Management may substitute the actual space assigned to Exhibitor if necessary.

#### 3. PRODUCTS AND EXHIBITS

- No products bearing the Hotter 'N Hell Hundred trademarked name, logo, or reference to such may be printed, sold, or distributed without a written agreement with the Hotter 'N Hell Hundred Executive Committee.
- Management reserves the right to restrict sale or display of anything which it or the Hotter 'N Hell Hundred Executive Committee deems objectionable. If for any reason, an exhibit or its contents are deemed objectionable, the exhibit, product or item will be subject to removal. This reservation includes persons, things, conduct, printed matter, or any item of a character which Management considers objectionable for health or safety reasons, due to conflict with sponsor or other agreements or for any other reason Management feels is not in the best interest of the event. If such an eviction or restriction is enforced, Management will not be liable for refunding rental fees or funds for exhibition equipment rental, except at its own discretion. Rehydration or Supplement IV's are not permitted!

#### 4. INSTALLATION & DISMANTLING

Management reserves the right, should any rented Exhibitor's space remain unoccupied on the opening day or should any space be forfeited due to failure to make proper payment, to rent said space to any other Exhibitor or use said space in any other manner, but this clause shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in his invoice for space rental should Management not resell the space.

#### 5. FIRE, SAFETY, HEALTH, & REGULATIONS

Exhibitors agree to comply with local, city and state laws, ordinances and regulations and the regulations of the owner covering fire, safety, health and all other matters. All exhibit equipment and materials will be reasonably located within the booth and protected by safety guards and devices where necessary. Necessary fire precautions will be taken by Exhibitors. **Exhibitors selling or giving away any food items must register with the Wichita Falls Health Dept. and pay a \$10 fee prior to the start of the Consumer Show/Finish Line Village** (call Wichita Falls Health Dept. at 940-761-7820). All vendors will be required to comply with current Wichita Health District rules on face coverings and social distancing.

#### 6. SUBLETTING OF SPACE

Exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned or have representatives, equipment, or materials from firms other than his own in the exhibit space without written consent of Management.

#### 7. LIABILITY EXCLUSION

Management will take reasonable precautions to safeguard Exhibitor's property. However, Management will not be liable for loss or damage to the property of the Exhibitor or his representatives or employees from theft, fire, accident, or any other cause beyond its control. Exhibitor agrees to save and hold harmless Management, the Hotter 'N Hell Hundred, it's sponsors and organizers, the Multi-Purpose Events Center owners, and agents, representatives, or employees of the above from all claims, demands, damages, and liability of whatsoever kind of character asserted by any person or persons on account of damage to property or the leased premises arising out of the use of the Exhibitor's leased premises by Exhibitor.

#### 8. INSURANCE

Exhibitors shall carry and maintain during the period of any show in which he exhibits, including move-in and move-out days, and at his sole cost and expense, personal injury and property damage coverage under a policy of general public liability insurance, with limits of at least \$100,000/\$300,000 for bodily injury and \$50,000 for property damage or combined single limit bodily injury and property damage policy with limits of \$300,000. Exhibitor warrants that, by signing this contract, he has complied specifically with the insurance requirements of this contract.

#### 9. UTILITIES

Management shall use reasonable care to have all power services installed in time for the opening of the Show. Proper and reasonable care shall also be taken to prevent the interruption of power services during the exhibition. However, Management shall not be held responsible for late installation or interruption of any service that may occur.

## **10. INABILITY TO PERFORM**

If Management should be prevented from holding the Show or if it cannot permit Exhibitor to occupy his space due to circumstances beyond its control, including, but not limited to: strike, civil disobedience and acts of God, Management will refund to Exhibitor the amount of rental paid by him, less a proportionate share of the exposition expenses, and Management shall have no further obligation or liability to Exhibitor. If Exhibitor shall have made no rental payment, he nevertheless shall be obligated to pay his proportionate share of the expenses.

#### 11. RULES AND REGULATIONS

Management shall have full power in the interpretation and enforcement of all rules contained herein and to make such further rules and regulations as it shall consider necessary for the proper conduct of the Show. Please keep a copy of this contract for your files.