

Early Bird Discount Vendor Booth Year One Hells Gate Grand Prix

Please check vendor space size requested:

Year One Early Bird Vendor pricing

10x10 booth _____ **\$100.00**

10x20 booth _____ **\$200.00**

30x20 trailer _____ **\$250.00**

Semi trailer _____ **\$500.00**

Custom size (please call) Please contact

Al Lockett for all your questions;

Al@LockettShows.com 775-849-8000

Flexible sizing to meet your needs.

VENDORS must complete this form in its entirety. Please note that all applications will be reviewed and applicants will be notified.

Payment must be received by 3-1-14

The submission of this form does NOT guarantee a vendor booth.

Business: _____

Contact name: _____

Address: _____

State: _____ **Zip Code:** _____ **Phone:** _____ **Fax:** _____

Email: _____ **Website:** _____

E-mail to Jeff@CarreraPerformanceGroup.com or mailed to

Carrera Performance Entertainment LLC

748 S Meadows Pkwy suite A9 #61

Reno Nevada 89521

Fill out completely below;

MARKETING AGREEMENT

VENDOR SPONSOR

Carrera Performance Entertainment LLC. & _____

THIS MARKETING AND LICENSE AGREEMENT (this "Agreement") is entered into by and between Carrera Performance Entertainment LLC, a Nevada corporation (hereinafter "Carrera"), and _____, **for itself and its affiliate companies (hereinafter collectively referred to as "VENDOR"), and shall be effective as of the _____ (the "Effective Date").**

WITNESSETH:

WHEREAS, Carrera is the owner and producer of all images, concepts and rights in connection with the off-road race and event known as "Hells Gate GP™"; and

WHEREAS, **VENDOR** is in the business of distributing and supporting products to its customers in the off-road industry; and WHEREAS, Carrera has special knowledge concerning the business needs of its customers, competitors and prospects; and WHEREAS, Carrera has established **an unlimited number of vendor sponsorships**; and

WHEREAS, Carrera wishes to appoint **VENDOR** as its non-exclusive marketing representative for the event known as "HellsGate GP™" and authorize **VENDOR** to provide certain services relating to such marketing efforts; and

WHEREAS, **VENDOR** wishes to appoint Carrera as its non-exclusive marketing representative for the event known as "HellsGate GP™" and authorize Carrera to provide certain services relating to such marketing efforts; and

WHEREAS, both parties are willing to accept such appointments and to undertake to provide such services under the terms of this Agreement;

WHEREAS, **VENDOR** shall be recognized by Carrera as a vendor sponsor of the 2014 "HellsGate GP™" event;

NOW, THEREFORE, the parties agree as follows:

1. Scope.

1.1. HellsGate GP™ Vendor Sponsorship

The "HellsGate GP™ Vendor" level of event sponsorship (hereinafter "Vendor Sponsor") will be unlimited individual vendor sponsorship positions for the 2014 HellsGate GP™ event. The duration of the event sponsorship shall begin July 14th 2014, until July 19th, 2014.

1.2. Event Sponsor / Vendor Booth

Each Vendor Sponsor shall be allotted a vendor booth space that shall be assigned on a first come, first served basis prior to 2014 event start date. Each Vendor Sponsor will be assigned a vendor booth space upon completion of event contract and arrival on site at event. Carrera will make every attempt to help the Vendor Sponsor locate acceptable a vendor booth location in the approved vendor area, but in no way warrant event booth set up. Vendor show will take place in two locations during the HellsGate GP™. Locations 1.) John Ascuaga's Nugget Casino 1100 Nugget Avenue Sparks Nevada, 2.) Wild West Motorsports Park Interstate 80 Sparks Nevada

Location 1.) Vendor booth set up begins Friday, July 18th, 2014, 10:00 am at John Ascuaga's Nugget Sparks Nevada and vendor booth set up ends Friday, July 18, 2014 3:00pm. All Vendor Sponsors must have their vendor booths in place no later than 3:00pm July 18, 2014 for Fire Inspection. All Vendor Sponsor vendor booths must remain in place until 10:00pm Friday, July 18, 2014. Each Vendor Sponsor is responsible for complete tear down and removal of all items associated with their vendor booth, including trash.

Location 2.) Vendor booth set up begins Sat, July 19th, 2014 at 6:00am, at Wild West motorsports Park Sparks Nevada and vendor booth set up ends Sat, July 19, 2014 10:00pm. All Vendor Sponsors must have their vendor booths in place no later than 10:00pm July 19, 2014 for fire inspection. All Vendor Sponsor vendor booths must remain in place until 7:00pm Sat, July 19, 2014 or until spectator parking has emptied. Each Vendor Sponsor is responsible for complete tear down and removal of all items associated with their vendor booth, including trash.

Vendors who wish to set up in only in location #2 on Friday must notify Al Lockett 775-849-8000 to make special arrangements. Carrera is not responsible for items left on site over night.

1.6. Resale Permit.

All Vendor sponsors are required to obtain and display a City of Sparks vendor/ retail sales permit for all days they will be presenting at the 2014 HellsGate GP™. Permit is to be displayed in plain sight at Vendor booth location. Vendors in violation of City of Sparks guidelines will be asked to leave event site. Vendors who wish to sell on site are required to obtain a State of Nevada business license, or a temporary license. 7.725% Washoe sales tax.

1.7. Option to Post Race Contingency Program

Each Vendor Sponsor may post a race contingency of their products or cash payout to participants in the 2014 HellsGate GP™ race. Each Event Sponsor must manage this contingency agreement and Carrera makes, nor implies any warranty of contingency prizes. Carrera reserves the right to advertise said post race contingency programs of Vendor Sponsor as event payouts in all forms of advertising.

2. Appointment

2.1 Appointment of **VENDOR**.

Subject to the terms and conditions hereof, Carrera hereby designates and appoints **VENDOR** for the term of this Agreement, as a non-exclusive representative for the solicitation of products from prospective end-users of the event known as "HellsGate GP™.". **VENDOR** hereby accepts such designation and appointment. For purposes of this Agreement the term "affiliate" shall mean any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such other entity. In the case of a corporation, control shall mean, among other things, the direct or indirect ownership of more than fifty percent (50%) of its outstanding voting stock. The foregoing notwithstanding, however, for the purpose of this Agreement, Carrera shall not be deemed to be an affiliate of **VENDOR**, and **VENDOR** shall not be deemed an affiliate of Carrera.

2.2 Appointment of Carrera. Subject to the terms and conditions hereof, **VENDOR** hereby designates and appoints Carrera for the term of this Agreement, as a non-exclusive representative for the solicitation of products from prospective end-users in promotion of the event known as "HellsGate GP™." Carrera hereby accepts such designation and appointment. For purposes of this Agreement the term "affiliate" shall mean any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such other entity. In the case of a corporation, control shall mean, among other things, the direct or indirect ownership of more than fifty percent (50%) of its outstanding voting stock. The foregoing notwithstanding, however, for the purpose of this Agreement, Carrera shall not be deemed to be an affiliate of **VENDOR**, and **VENDOR** shall not be deemed an affiliate of Carrera.

4.1 Carrera shall receive a Vendor Sponsorship fee of \$ _____

4.2 **VENDOR** shall be responsible for its own expenses and costs under this Agreement, and Carrera shall have no obligation to reimburse **VENDOR** for any expenses or costs incurred by **VENDOR** for the performance of its duties hereunder.

5. Term and Termination

5.1 The term of this Agreement shall commence upon the Effective Date and shall continue to **July 19th, 2014**, unless sooner terminated in accordance with the provisions hereof.

6. Indemnities

6.1 Carrera hereby agrees to indemnify **VENDOR** from and against any and all claims, demands, or actions arising out of any material breach by Carrera of any of the terms and conditions the Agreement or any breach of Carrera's obligations hereunder.

6.2 **VENDOR** hereby agrees to indemnify Carrera from and against any and all claims, demands, or actions arising out of **VENDOR's** activities or performance outside the express authorization provided **VENDOR** under this Agreement or any breach of **VENDOR's** obligations hereunder.

6.3 The indemnities contained in this Section 6 shall be conditioned upon the indemnifying party's receiving (1) prompt written notice of any claims, demands, or actions for which indemnity is sought; (2) cooperation in the defense by the party seeking indemnity; and (3) control of the defense and/or settlement of such claim, demand, or action as to which indemnity is sought.

7. Limitations of Liability. In no event shall either party hereto be entitled to special, indirect, or consequential damages, including lost profits, for breach of this Agreement. Remedies shall be limited to claims for amounts due hereunder or for indemnification as provided for herein. However, the foregoing limitation of remedies shall not apply to any action by Carrera for infringement by **VENDOR**; any action based on or with respect to unauthorized publication, disclosure, or use of confidential information or trade secrets of Carrera; or any action based on Carrera's rights in copyrights, trademarks, or trade secrets or other proprietary rights in the products.

8. Trademarks.

8.1 Except for purposes of identification of products, no right, title or interest except as provided herein to any trademark or service mark of Carrera is granted to **VENDOR** under this Agreement.

8.2 Except for purposes of identification of products, no right, title or interest except as provided herein to any trademark or service mark of **VENDOR** is granted to Carrera under this Agreement.

9. Status of Personnel.

9.1 The parties to this Agreement are and shall remain independent contractors, and nothing herein shall be construed to create a partnership, or joint venture, between Carrera and **VENDOR**.

9.2 **VENDOR** shall be responsible for the wages, hours, and conditions of employment of **VENDOR's** personnel during the term of and under this Agreement. Nothing herein shall be construed as implying that employees of **VENDOR** are employees of Carrera.

9.3 Carrera shall be responsible for the wages, hours, and conditions of employment of Carrera's personnel and volunteers during the term of and under this Agreement. Nothing herein shall be construed as implying that employees or volunteers of Carrera are employees or volunteers of **VENDOR**.

10. Notices. All notices, demands, or consents required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail to the appropriate party at the address set forth below, or at such other address as shall be given by either party to the other in writing:

Carrera Performance Entertainment LLC
748 S Meadows PKWY Suite A9 #61
Reno Nevada 89521

VENDOR

Name _____
Phone _____
Address _____
Contact Name _____
Emails address _____

11. Choice of Law and Venue. This Agreement shall be deemed to be made in the State of Nevada and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of Nevada. Venue for any action taken shall be in the Washoe County Superior Court.

12. Waiver of Rights. The waiver by either party of any term or provision of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional rights such party may hold under this Agreement.

13. No Assignment; Enforceability. This Agreement is personal to **Vendor** and is not assignable without the prior written consent of Carrera. Any attempt to assign, transfer, or subcontract any of the rights, duties, or obligations of this Agreement without such consent is void.

14. Dispute Resolution

14.1 In the event that any dispute arises between Carrera and **VENDOR** in connection with this Agreement, the representatives of each party responsible for the subject matter of such dispute shall use good faith efforts to resolve such dispute promptly.

14.2 Any Unresolved Dispute, after the completion of the steps set forth above, shall be settled at the election of either party, by final and binding independent arbitration. The award of the arbitrators may be enforced by any court having jurisdiction over the parties.

15. General

15.1 In the event that any provision of this Agreement shall be rendered invalid or otherwise unenforceable by any competent judicial or government authority, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement and the invalid provision shall be deemed amended to the fullest extent allowable by applicable law to effect the purposes of said provision.

15.2 Carrera and **VENDOR** shall each be excused for any failure or delay in performing any of their respective obligations under this Agreement, if such delay or failure is caused by any act of God, any accident, explosion, fire, storm, riot, embargo, war, governmental act or military act or event beyond the reasonable control of the party relying upon such circumstance or event. The Event Sponsor is aware that the event shall proceed in weather conditions that include, but are not limited to wind, rain, snow, sleet and ice.

15.3 The parties agree that this Agreement is the complete and exclusive statement thereof between the parties and that it supersedes and merges all prior proposals and understandings and all other agreements, whether oral or written, between the parties relating to the subject matter hereof. This Agreement may not be modified or altered except by a written instrument duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below.

Carrera performance Entertainment

Jeff Knoll

Dated:

Vendor representative

Additional scope of work here;