



2024 EVENT INFORMATION



APRIL 4-7, 2024

Please send application and contract to:
Charlotte Motor Speedway
Attn: Don Stodola
704-832-5152
P.O. Box 600
Concord, NC 28026
Email- dstodola@charlottemotorspeedway.com



Exhibit Space Application & Agreement

COMPLETE THE FOLLOWING (PLEASE TYPE OR PRINT)

COMPANY NAME

COMPANY CONTACT

ADDRESS

CITY

STATE

ZIP

CONTACT PHONE

CONTACT EMAIL

	Select Exhibit Space	Event Rate
Inside	10' x 10'	\$1,000
	20' x 20'	\$1,850
	40' x 20'	\$3,150
Outside	10' x 30'	\$550
	20' x 30'	\$725
	30' x 30'	\$900
	40' x 30'	\$1,050
	50' x 30'	\$1,200
	60' x 30'	\$1,350
	70' x 30'	\$1,500
	80' x 30'	\$1,650
All others call for pricing		

LIST PRODUCTS/SERVICES EXHIBITED

EVENT SELECTION

_____ Spring AutoFair, April 4-7, 2024

Prior Exhibitors must exercise their first right of refusal by three months prior to the Event or space will become available to other Exhibitors. Exhibit Space will be assigned with priority to Exhibitors attending both shows. A decorator package will be sent with your confirmation package, along with tent, electrical and water barrel order forms.

Each Manufacturer's Midway Exhibitor will receive the following:

- Six (6) Complimentary tickets to the Event
- Four (4) Exhibitor All-Access Passes for staffing purposes
- 24-Hour Security, Wednesday – Sunday. CMS is not responsible for lost or stolen merchandise.
- Two (2) Exhibitor Parking Passes
- Two (2) complimentary outside track parking passes
- Two (2) VIP Paddock Club Hospitality passes for Friday and Saturday
- First right of refusal on contracted booth space for future events

Exhibit Setup: Exhibitors may set up on the Wednesday prior to the Event from 8 a.m. to 5 p.m., as well as on Thursday from 6 a.m. to 8 a.m. All Exhibits and staff **must** be in place on Thursday at 8 a.m. Tractor trailers, big rigs, etc. may be able to gain access to their space on the Tuesday prior to the Event from 8 a.m. to 5 p.m. with set up not to begin until Wednesday.

Exhibit Teardown: All Exhibits must remain fully intact until the close of the Event at 3 p.m. on Sunday and **MUST** be removed by 12 p.m. on Monday. Exhibitors leaving prior to the end of the Event will forfeit their renewal rights and may be charged \$200 early departure fee.



PAYMENT FORM

Total Exhibit Fee: _____ 50 % Deposit (INCLUDED) _____

Balance Due: _____, within 45-days prior to the Event. (Please note we do not keep credit cards on file)

If payment is not received within these terms, CMS reserves the right to reassign Exhibitor's space(s) without any refund or obligation to Exhibitor. Exhibitor understands if balance is not paid by the set deadline, Exhibitor's rights will be canceled without any refund, and space will be reassigned.

Indicate your form of payment below.

_____ **Cash or Check** – include payment with the Application and Agreement 50% Deposit Payment of the total Exhibit Fee is required. If a check is returned due to insufficient funds, Exhibitor must pay a \$45 fee to CMS and will have one week to pay the balance in full via money order or certified funds.

Make checks payable to:

**Charlotte Motor Speedway,
PO Box 600
Concord, NC 28206**

_____ **Credit Card Authorization** – complete credit card authorization and return with the Agreement

Type of Credit Card: ☐ Visa ☐ MasterCard ☐ Discover ☐ AMEX

_____ Card Number _____ Expiration Date _____ Security Code _____

_____ Billing Address _____

- ☐ I authorize this card to be charged by CMS now for the Total Exhibit Amount.
☐ I authorize this card to be charged by CMS for the 50% Deposit Amount and 45-days prior to the event for the balance due.

I, the cardholder agree to the above charges and authorize the charges to be placed against my credit card. I further agree that the above information is correct and any changes have been noted.

_____ Card Holder Signature _____ Date _____ Phone _____

E-mail your completed forms to Dstodola@charlottespeedway.com OR MAIL your completed forms to Charlotte Motor Speedway, PO Box 600, Concord, North Carolina 28026. Attn: Don Stodola. For all other inquiries call 704-832-5152.

Include Exhibit Space Application and Agreement, this Payment Form and acknowledged Terms & Conditions.



TERMS AND CONDITIONS

1. CONTRACT. This document properly executed by Exhibitor, shall upon written acceptance by CMS constitute a valid and binding contract. Exhibitor represents and warrants that all the information provided by Exhibitor is and shall be true and correct.

2. ASSIGNMENT OF SPACE. Exhibit Space will be assigned in the order of acceptance, with propriety given to (a) renewal exhibitors and (b) annual exhibitors; there is no subletting of space(s). CMS will notify Exhibitor of assignment. After assignment, Exhibit Space may not be transferred or cancelled by Exhibitor without the prior written approval of CMS. CMS reserves the right to reassign Exhibit Space at any time. Exhibit Space shall conform to the dimensions as specified by CMS. Outside spaces are on concrete, all tents must be freestanding with no staking. Exhibitor shall be responsible for the decoration and up fitting, none of which shall include any permanent attachment to the structure itself, nor will the removal of these up fittings damage any portion of the space.

3. USE.

(a) Display. Exhibitor shall have the right to demonstrate and display the products and/or services as indicated in the Application. Exhibitor may display signs and banners in its space that are no larger than the dimensions of its space. Exhibitor shall not have or operate any exhibit, which in the sole discretion of CMS is the source of objectionable noises, odors, has decorations or other aspects which are considered by CMS to be objectionable, including signs, lights, and the manner of dress of Exhibit personnel. Any other use of the Exhibit Space is strictly prohibited. CMS reserves the right to accept or reject displays, or ask exhibitor to vacate booth if display or persons working display are objectionable in any manner of dress or inconsistent with CMS policies.

(b) Sampling, Data Collection, Sales. Exhibitor shall not conduct sales, raffles, collect third party data, and/or giveaway promotional samples, coupons or products without prior written consent from CMS, which may be given or withheld in its sole and absolute discretion. Should Exhibitor elect to do such, said item MUST be approved in writing three (3) weeks prior to such Events.

(c) Rules and Regulations. Exhibitor shall observe and abide by the Exhibitor Rules & Regulations included in this document and incorporated herein by this reference, and with any additional rules or regulations that hereafter may be adopted and announced by CMS (collectively, the "Rules & Regulations");

Manufacturer's Midway Hours: Exhibitors may enter the Manufacturer's Midway daily beginning at 7:00 a.m.

- | | | | |
|------------|-----------------|------------|-----------------|
| • Thursday | 8 a.m. – 5 p.m. | • Saturday | 8 a.m. – 5 p.m. |
| • Friday | 8 a.m. – 5 p.m. | • Sunday | 8 a.m. – 5 p.m. |

(d) Clean-up; Damage. Exhibitor shall be responsible for the (i) clean-up of any trash and debris upon the conclusion of the Event and (ii) repair of any damages required to the portion of the CMS property occupied by Exhibitor's space.

(e) Sales and Use Tax. Exhibitors selling tangible personal property, and certain digital property retail, or rendering a taxable service at specialty markets, flea markets, fairs, festivals, sporting events, entertainment events, and other events and functions must register with the North Carolina Department of Revenue and is required to collect and remit sales and use tax. If you do not have a North Carolina Sales and Use Tax number, please visit the North Carolina Department of Revenue web site at <http://www.dorn.com/business/index.html> to complete the necessary forms either by registering on-line or completing the web fill-in version. In addition, answers regarding questions about the Sales and Use Tax can also be found (**see Signature Page**).

(f) Food & Beverage Services. No alcoholic beverages may be brought on to the premises by Exhibitors. All catering will be provided through Levy Restaurants, no other food or beverage services, including alcoholic beverages will be allowed. Please contact Jim Miller with Levy Restaurants with any of your catering questions at: Jmaxey@Levyrestaurants.com or 704-455-4442.

(g) Souvenir Policy. Charlotte Motor Speedway will allow exhibitors to sell or give away a limited selection of items at no additional charge, with the following limitations (i) NASCAR or Circle Track type racing souvenirs cannot be offered by exhibitors, (ii) Exhibitors will be required to submit in advance a list of items for approval and may also be required to submit actual samples. Any company or corporation that is exhibiting their company/corporate product will be allowed to sell wearables or souvenirs that display their company/corporate logo providing the wearables or souvenirs are not the primary product of the company/corporation. Should the company/corporation's primary business be wearables, souvenirs, die cast cars, sunglasses, jewelry, novelties (i.e. beanie babies), tapes, and like products, they will have to deal directly with the SMI Properties Souvenir Department at (704) 455-3236.

4. CANCELLATION POLICY. Exhibitor may cancel this Agreement by providing written notice to CMS. For notice received (i) ninety (90) days or more prior to the first day of the Event, Exhibitor will receive a full refund of all prepaid amounts, (ii) more than forty-five (45) days, but less than ninety (90) days prior to the first day of the Event, Exhibitor will receive a fifty percent (50%) refund of all prepaid amounts and (iii) less than forty-five (45) days prior to the first day of the Event, or failure to show up, Exhibitor will not receive a refund and will lose their renewal rights. If the Event is cancelled, Exhibitor's payment will be refunded for the exact amount of prepaid fees only. All refunds will be sent to Exhibitor after the close of the Event.

5. DEFAULT. Exhibitor will be considered in default if:

- (a) Exhibitor fails to pay any sum due hereunder on or before the due date; or



- (b) Exhibitor fails to keep, perform or abide by any term, condition, or of this Agreement; or
- (c) Exhibitor is in material breach of this Agreement; or
- (d) Exhibitor files for bankruptcy, insolvency, reorganization.

In the event of a default, CMS may exercise its right to terminate this Agreement without refund, or exercise any other remedy available to it at law or in equity. Whether suit is filed or not filed, Exhibitor agrees to pay all costs and expenses, including attorney's fees, incurred by CMS in enforcing this Agreement.

6. INSURANCE. Exhibitor shall, at its own expense, maintain throughout the duration of the Events the following policies of insurance, with carriers reasonably acceptable to CMS (i) commercial general liability insurance including coverage's for bodily injury and property damage liability, personal and advertising injury liability, products-completed operations liability, contractual liability, and, as applicable, host liquor liability having a combined single limit not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; (ii) commercial automobile liability insurance covering the use and maintenance of owned, non-owned and hired vehicles with a limit of One Million Dollars (\$1,000,000) per occurrence; (iii) workers' compensation insurance with minimum statutory limits; including coverage for employer's liability with limits of not less than Five Hundred Thousand Dollars (\$500,000). All such policies shall contain a waiver of subrogation and shall be primary with respect to Exhibitor's activities. In addition, all such liability policies shall name as additional insured CMS, Speedway Motorsports, Inc., Speedway Children's Charities and its subsidiaries and affiliates, and their respective officers, managers, directors, employees and agents. Upon execution of this Agreement, Exhibitor shall deliver to CMS a certificate of insurance evidencing the above coverage. The fulfillment of the insurance obligations hereunder, however, shall not otherwise relieve Exhibitor of any liability assumed by Exhibitor hereunder or in any way modify Exhibitor's indemnity obligations. The provisions of this section shall survive the expiration or termination of this Agreement.

7. INDEMNIFICATION. Exhibitor shall indemnify, defend, reimburse, and hold harmless CMS, Speedway Children's Charities and Speedway Motorsports, Inc. and their subsidiaries and affiliates, and their respective members, partners, directors, managers, officers, employees and agents (the "Indemnified Parties") from and against any and all claims, suits, damages, liabilities, costs and expenses including, but not limited to, court costs and reasonable attorney's fees, arising out of, based on or in any other manner related to (i) the breach of any representation, warranty, covenant or obligation of Exhibitor under this Agreement, (ii) the infringement of the intellectual property rights of third parties in connection with advertising and other promotional activity in which Exhibitor engages in connection with any Exhibit Space or Event, or (iii) any other negligent, grossly negligent or willful misconduct by Exhibitor or its officers, employees, agents, representatives. The provisions of this section shall survive the expiration or termination of this Agreement.

8. MISCELLANEOUS. Exhibitor shall assume all responsibility for compliance with all pertinent ordinances, regulations, codes of duly authorized local, state, and federal governing bodies concerning fire, safety, and health, together with the rules and regulations of CMS. Nothing contained herein or done pursuant hereto shall construe a partnership or joint venture between the parties hereto, and neither party shall become bound by a representation, act or omission of the other. This Agreement shall not be assignable, whether by operation of law or otherwise, by any party hereto without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns. This Agreement sets forth the entire agreement and understanding between the parties hereto. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an agreement in writing signed by the party whom or which the enforcement of such change, waiver, discharge or termination is sought. In the event that any provision, or part thereof, of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or parts thereof, shall not in any way be affected or impaired thereby. This Agreement and the rights and obligations of the parties hereto shall be construed under the laws of the State of North Carolina.

The undersigned, Exhibitor, designated below, hereby applies for exhibit space ("Exhibit Space") at the AutoFair® held at Charlotte Motor Speedway, Concord, North Carolina on the dates indicated above. Charlotte Motor Speedway, LLC ("CMS") is under no obligation to accept or approve the application. Upon being accepted and approved in writing by CMS, in its sole and absolute discretion, this application, along with the attached Exhibit Space Terms and Conditions and Rules and Regulations, shall together make up the Exhibit Space Agreement (the "Agreement"). If this application is accepted and approved by CMS, Exhibitor hereby acknowledges and agrees to comply with the terms and conditions of the Agreement.

SIGNATURE PAGE TO FOLLOW



EXHIBITOR:

CHARLOTTE MOTOR SPEEDWAY, LLC

Signature: _____

Signature: _____

Matt Long, VP Corporate Sales

Print Name: _____

Date: _____

Date: _____

**Proof of Business Registration for
North Carolina Sales and Use Tax Number**

Please complete and submit request by April 1, 2024.

Exhibitors selling tangible personal property, and certain digital property hat retail, or rendering a taxable service at specialty markets, flea markets, fairs, festivals, sporting events, entertainment events, and other events and functions must register with the North Carolina Department of Revenue and is required to collect and remit sales and use tax.

If you do not have a North Carolina Sales and Use Tax number, please visit the North Carolina Department of Revenue web site at <http://www.dorn.com/business/index.html> to complete the necessary forms either by registering on-line or completing the web fill-in version. In addition, answers regarding questions about the Sales and Use Tax can also be found.

Name: _____

Company Name: _____

North Carolina Sales & Use Tax Number: _____

-OR-

Do not need a Sales & Use Tax Number:

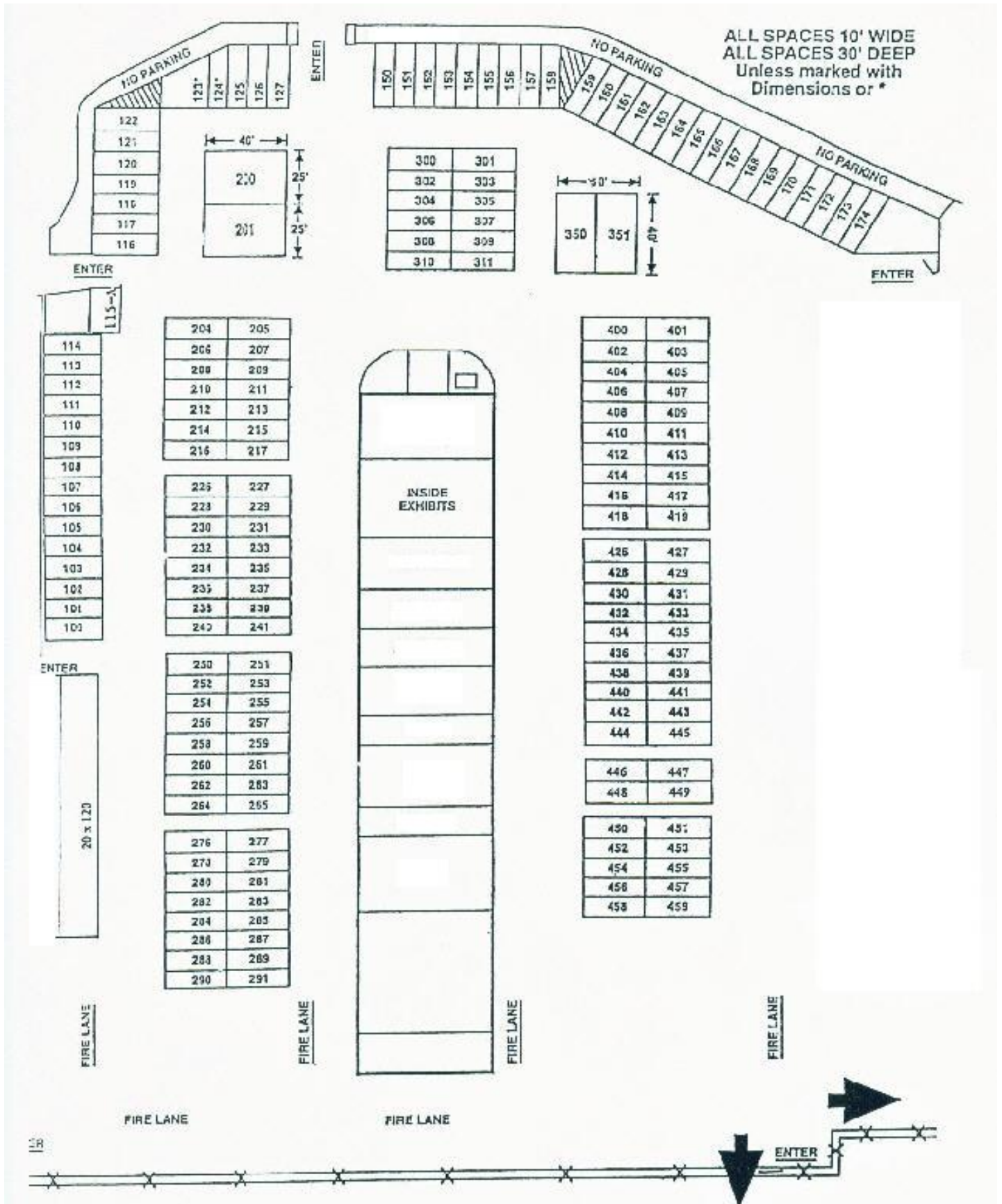
☐ Our Company will not be selling at the Event

☐ Our Company is a Non-Profit Organization.

Non-Profit/Tax Exempt Number: _____

File Retention: 2 years from date of event.

Manufacturer's Midway Map





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
XX/XX/XXXX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER XXXXXXXXXXXXXXXXXXXXXXXXXXXX	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED XXXXXXXXXXXXXXXXXXXXXXXXXXXX	NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED \$ 300,000 MED EXP (Any one person) \$ NONE PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH - ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Charlotte Motor Speedway, LLC, Speedway Motorsports, LLC, Sonic Financial Corporation, Speedway Holdings I, LLC, Speedway Holdings II, LLC, Speedway Children's Charities, and/or each of their subsidiaries and affiliates and their respective officers, managers, directors, employees and agents are added as Additional Insured to the liability policies.

CERTIFICATE HOLDER

CANCELLATION

Charlotte Motor Speedway 5555 Concord Parkway S. Concord, NC 28027	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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