



## CITY OF RIDERS HEADQUARTERS 2014 EXHIBIT SPACE LICENSE AGREEMENT

74th Sturgis Motorcycle Rally • Lease Dates: July 29-August 10, 2014  
1019 Main Street • Sturgis, SD 57785

Space Number(s)	Inside <input type="checkbox"/>
	Outside <input type="checkbox"/>
Square Footage	Dimensions

### A. COMPANY INFORMATION

Key Contact				Telephone
Company				FAX
Address				E-Mail
City	State	Zip	Country	Internet Site
Selling <input type="checkbox"/>	Displaying <input type="checkbox"/>		Cell Phone	
Product Description				

### B. FEES & PAYMENT

<b>Exhibit Space Fee Includes:</b> Space Rental & Badges, Standard Pipe & Drape (Indoor), One (1) Exhibitor Parking Pass, overnight Security (Indoor), One (1) 20 Amp/110 Volt Electrical Outlet, and Air-Conditioned Venue (Indoor). <b>Fee Forfeiture:</b> Space will be forfeited if final payment is not received by 6/1/2014. <b>Late Fee:</b> There will be a late fee of \$100.00 assessed if final payment is not received by 5/15/2014. <b>Payment Information:</b> Payments can be made by credit card (Mastercard or Visa), cashiers check or business check. US currency only. Please read the front and back for terms and conditions.	Space Fee (\$16.50 Per Square Foot Indoor) (\$19.50 Per Square Foot Outdoor)	
	Advertising Fees	
	Miscellaneous Fees (See Notes Section)	
	Total Contract Price	
	50% Deposit (Due By 2/1/2014 or at time of contract signing to secure space)	
	50% Balance Due (Due By 5/15/2014)	
Notes:		

### C. AGREEMENT

<p>THIS LICENSE AGREEMENT is hereby submitted for exhibit space at the City of Riders Headquarters produced and managed by the City of Sturgis</p> <ul style="list-style-type: none"> <li>PLEASE SIGN AND DATE THIS AGREEMENT AND INITIAL THE TERMS AND CONDITIONS PAGE</li> <li>PAYMENT MUST ACCOMPANY AGREEMENT - US currency only</li> </ul> <p>_____ AUTHORIZED EXHIBITING COMPANY SIGNATURE</p> <p>_____ CITY OF STURGIS REPRESENTATIVE</p> <p>_____ DATE</p> <p>_____ DATE</p> <p>(By signing this Agreement the Exhibiting Company hereby agrees to the City of Riders Headquarters Agreement Terms and Conditions disclosed in this Agreement. Any change in the Exhibiting Company's mailing address or product listings must be communicated in writing.)</p>	<p><b>MAKE CHECKS PAYABLE TO:</b></p> <p>City of Sturgis</p> <p><b>MAIL CHECKS TO:</b></p> <p>City of Sturgis Rally &amp; Events Dept. 1040 2nd Street Sturgis, SD 57785</p>
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### D. CONTACT

 <p>1040 2nd Street Sturgis, SD 57785 (605) 720-0800 (Voice) (605) 720-0801 (Fax) www.sturgismotorcyclerrally.com</p>	<p><b>Contact:</b> Brenda Vasknetz or Autumn Lyons  <b>Telephone:</b> (605) 720-0800  <b>E-Mail:</b> BrendaV@sturgisgov.com          AutumnL@sturgisgov.com</p>
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# HEADQUARTERS TERMS AND CONDITIONS

## 1. APPLICATIONS:

The final approval or denial of this Application is within the sole discretion of the City. The City reserves the right to establish further terms and conditions, as may be deemed reasonably necessary in the sole discretion of the City, for the general success and safety of the exhibition. Upon written acceptance of this Application by the City, this Application and the Terms & Conditions set forth herein and any additional terms and conditions established by the City will constitute a valid and binding contract (hereinafter "the Agreement") between Applicant (hereinafter "Exhibitor") and the City.

***The Agreement will be personal to Exhibitor and may not be transferred to any other person or entity.***

## 2. USE OF SPACE:

Exhibitor shall comply with all municipal, county, state and federal laws, codes, regulations and ordinances; use the exhibit space for no unlawful purposes, etc.; and agrees to inspection of the exhibit space at the discretion of the City. The City reserves the right, in its sole discretion, to decline, prohibit or expel any exhibit and/or Exhibitor for violation of the Terms & Conditions stated herein and any additional terms and conditions established by the City. Exhibitor shall restrict the distribution of advertising and promotional materials and any other soliciting activities to the Exhibitor's assigned space. ***Exhibitor may not assign or sublet any part of the Exhibitor's assigned space.***

The rental period will be for thirteen (13) days beginning on Tuesday, July 29, 2014, at 7:00 AM ending Sunday, August 10, 2014, at 5:00 PM (both Inside and Outside exhibit spaces). Any assigned space not occupied by the time set for completion of installation of exhibits, i.e., 9:00 AM Thursday, July 31, 2014, may be reassigned to another Exhibitor, at the sole discretion of the City. In the event of reassignment, all payments made by Exhibitor to the City will be forfeited.

***Established show hours are from 9:00 AM to 9:00 PM Thursday, July 31, 2014 through Saturday, August 9, 2014. Exhibitor agrees to keep his/her/their exhibit open and staffed at all times during the established show hours noted above.***

Exhibitor is expected to keep the assigned space clean at all times and to clean the assigned space prior to departure. Garbage will be collected daily. Exhibitor agrees to return the assigned space in substantially the same condition as received from the City and acknowledges and agrees that failure to do so can be a basis for denial of an application for space at a future Rally.

## 3. EXHIBITS:

***Exhibitors (both Inside and Outside exhibit spaces) may setup his/her/their exhibit between 3:00 PM to 8:00 PM on Tuesday, July 29, 2014 and between 8:00 AM to 9:00 PM on Wednesday, July 30, 2014. Exhibitor may dismantle his/her/their exhibit on Saturday, August 9, 2014 and 8:00 AM to 12:00 PM on Sunday, August 10, 2014, but, in any event, Exhibitor Must complete dismantling of the exhibit no later than 12:00 PM on Sunday, August 10, 2014.***

The City will provide an 8' backdrap and two 3' sidedrapes to all Exhibitors renting an inside exhibit space. Exhibitor's exhibit and/or product may not extend beyond the limits of the Exhibitor's assigned exhibit space, including, but not limited to, extending into any aisle. Exhibitor agrees not to arrange his/her/their exhibit so as to obscure or prejudice adjacent Exhibitors. No part of the exhibit may project vertically or laterally so as to obstruct the view of adjacent exhibits. Except with the written consent of the City, no exhibit or its contents may exceed a height of 8 ft. nor may the portion of the sidewalls of an exhibit extending from the aisle to halfway to the back wall be higher than 4 ft. Except with written consent from the City, no outside exhibit or its contents may exceed height of 13.5 feet. All wood, cardboard or similar material used to construct the sidewalls of the exhibit must be covered or painted if they are visible in adjacent exhibit. Exhibitor will make changes or modifications to his/her/their exhibit as prescribed by the City if, in the opinion of the City, such changes or modifications are needed for safety, etc. Failure to comply with the terms and conditions stated herein or any additional terms and conditions established by

The City will result in the alteration or removal of the exhibit at the Exhibitor's expense. Nothing may be posted on, tacked, nailed, screwed or otherwise attached to the walls, floors or other parts of the facility without the written permission of the City. Holes may not be made in any paved or lawn surface; trees may not be moved; and no part of the City property, including all fixtures, improvements, etc. can be altered or damaged without the written permission of the City.

## 4. CANCELLATION/ REFUND POLICY:

Except as provided for herein, rental fees for exhibit space are non-refundable. Exhibitors canceling before April 30, 2014, forfeit 50% of the total rental fee. No refund will be given after April 30, 2014. No refund if cancelled by the City for Exhibitor's breach of this Agreement. It is agreed that if the Exhibitor fails to comply in any respect with the terms and conditions stated herein or any additional terms

and conditions established by the City, then the City, without notice to Exhibitor, may sell or offer for sale the Exhibitor's assigned space. The Exhibitor will be liable for any deficiency, loss or damages suffered by the exhibition by reason of Exhibitor's noncompliance, which deficiency, loss or damages Exhibitor agrees to pay to the City upon demand together with reasonable expenses and costs, including attorneys' fees. Termination is sole remedy for breach by the City. If, within the sole discretion of the City, the exposition becomes unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of the City, then the City may terminate the Agreement between Exhibitor and the City (provided the City accepts Exhibitor's application). For this purpose, the term "cause or causes" includes, but is not limited to, municipal, state or federal law, code, ordinance, regulation, rule, order, decree, whether or not constitutional, or acts of God. Should the City terminate the contract with Exhibitor due to cause or causes pursuant to the provisions of this Paragraph prior to the start of the Rally, the Exhibitor will receive a refund of all rental fees paid to date. Should the City terminate the contract with Exhibitor due to cause or causes pursuant to the provisions of this Paragraph during the Rally, the Exhibitor will receive a prorated refund of rental fees paid to date, after taking into account the expenses incurred to date by the City, for the preparation and management of the exhibition. Exhibitor waives and releases the City OF STURGIS from any and all claims for damages and injury resulting from termination.

## 5. INSURANCE:

***Exhibitor will obtain personal injury and commercial general liability insurance with limits of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate. Exhibitor must have a Certificate of Insurance on file at the City OF STURGIS RALLY OFFICE by June 1, 2014, naming the CITY OF STURGIS as additional insured.*** It is strongly recommended that Exhibitor also carry insurance to cover loss of, or damage to, his/her/their exhibit(s) or other personal property while such property is located at or is in transit to or from the exhibit site as well as worker's compensation insurance. In no event will the City OF STURGIS be liable to Exhibitor for ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS, LOST PROFITS, LOST REVENUE, and/or damage or injury to any property of the Exhibitor or to any of its officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER THE CLAIM IS MADE FOR BREACH OF CONTRACT, BREACH OF WARRANTY, IN TORT OR OTHERWISE. THE ONLY WARRANTIES PROVIDED BY THE CITY ARE THOSE SPECIFICALLY SET FORTH IN THIS AGREEMENT, AND SUCH LIMITED WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Exhibitor agrees to defend, indemnify and hold harmless the CITY OF STURGIS, their management, officers, owners, agents and employees, and attorneys from any and all claims, liabilities and losses, including attorneys' fees, for injury to persons (including death) or damage to property arising out of or in any way connected with Exhibitor's use of the exhibit space.

## 6. CONSTRUCTION:

Upon acceptance of the Application by the City, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter.

## 7. APPLICABLE LAW:

This Agreement will be construed in accordance with the laws of the State of South Dakota, without regard to its conflict of law rules.

## 8. NON-WAIVER:

No waiver by either party of any breach or default hereunder will constitute a waiver of any preceding or subsequent breach or default.

## 9. MODIFICATION:

Any amendment, waiver, or discharge of this Agreement and any terms, provisions, conditions or breaches hereof, will be made only in writing signed by both parties hereto.

## 10. PARAGRAPH HEADINGS:

The section headings used herein are for convenience only and are not to be given any legal importance.

## 11. SEVERABILITY:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and the remaining provisions of this Agreement will not be affected and will be valid and enforceable.

INITIAL