



# 2017 VENDOR RULES AND REGULATIONS

## 1. APPLICATION AND FEES

A. This Application shall be subject to the prior approval of J&S Matus Motorsports, Inc. and/or NAPI Inc. which reserves the right to reject any application in the best interest of the event. With J&S Matus Motorsports, Inc. and/or NAPI Inc. approval of this Application, then this Application becomes your invoice/bill which is due and payable. **ANOTHER INVOICE WILL NOT BE MAILED.**

B. Space rental fees are printed on the front side of this Application.

C. Vendor Application must be submitted in full. Make checks payable to: J&S Matus Motorsports, Inc. (The Texas Mile events) or NAPI, Inc. (The U.S. Mile events) and mail to: 12006 Opal Creek Dr. Pearland, TX 77584, attention Marketing Dept. Payment in USA funds only and NO personal checks accepted.

D. Cancellation must be in writing, there will be NO refunds, transfers or credits for any cancellation. J&S Matus Motorsports, Inc. and/or NAPI Inc. is also not liable for interest on any balance reassigned.

## 2. ELIGIBILITY AND ACCEPTANCE BY J&S MATUS MOTORSPORTS INC. AND/OR NAPI, INC.

J&S Matus Motorsports, Inc. and/or NAPI Inc. reserves the right to determine eligibility of Vendors for any event, whether prior to or after J&S Matus Motorsports, Inc. and/or NAPI Inc. acceptance of the Application, and submission of this Application and deposit does not guarantee acceptance by J&S Matus Motorsports, Inc. and/or NAPI Inc.

## 3. VENDOR SPACE ASSIGNMENT

A. The method of determining space assignment shall be established by J&S Matus Motorsports, Inc. and/or NAPI Inc. and may be changed from time to time without notice to Vendors.

B. Vendor space size requests must be specified on this Application. J&S Matus Motorsports, Inc. and/or NAPI, Inc. reserves the right to reassign a Vendor location to accommodate event needs.

C. **Vendors shall not assign, sublet, share or apportion the whole or any part of the exhibit space** they have applied for or are later assigned, except in connection with the sale of Vendor's business. Notice of the business sale must be made in writing to J&S Matus Motorsports, Inc. and/or NAPI Inc. by then current Vendor or application.

## 4. ENTRY HOURS

Vendor personnel are only allowed to enter the vendor area at specified set up time as printed on the front of this Application. No food trucks will be allowed in on event days.

## 5. SET-UP AND CREDENTIAL PICK-UP

A. All displays including vehicles must be in place and excess material, cartons, and refuse removed by 5pm on the set-up date. J&S Matus Motorsports, Inc. and/or NAPI, Inc. assumes no responsibility for Vendor materials left unattended during set-up.

B. Set-up is only allowed during the specified set-up day and time. No set-up allowed during event days. Credentials must be picked up at the gate on set-up day.

C. Any space not claimed and occupied by 5pm on set up day may be reassigned or resold by J&S Matus Motorsports, Inc. and/or NAPI, Inc., with NO refunds, transfers or credits to be given.

D. A maximum of four (4) event wristbands and two (2) parking passes for personal vehicles will be given per vendor. Additional event wristbands may be purchased at the gate at regular price.

## 6. TEAR-DOWN

A. No removal of product and/or equipment prior to **Sunday** tear-down start time.

B. **EARLY TEAR-DOWN IS SUBJECT TO A \$500.00 ASSESSMENT** that must be paid to J&S Matus Motorsports Inc. and/or NAPI Inc. if applicant is to be a Vendor at another J&S Matus Motorsports, Inc. and/or NAPI Inc. event.

C. Vendor agrees to dismantle their set up as soon as practical after the end of the event on Sunday. J&S Matus Motorsports, Inc. and/or NAPI, Inc. assumes no responsibility for any Vendor material left unattended during tear-down. All product and equipment must be **removed by 6pm Sunday**, after end of the event unless prior approval.

D. Any product or materials needing to be picked up and shipped after tear down is the sole responsibility of the Vendor. J&S Matus Motorsports, Inc. and/or NAPI, Inc. and/or the event facility shall not be responsible for products or items left after end of tear down (6pm Sunday).

## 7. INSURANCE

**The Vendor shall have liability insurance coverage of not less than \$1 million dollars and shall provide J&S Matus Motorsports, Inc. and/or NAPI, Inc. with a Certificate of Insurance, naming J&S Matus Motorsports, Inc. OR NAPI, Inc. DBA The U.S. Mile, dependent upon the specific event, as an additional insured verifying such insurance coverage.**

## 8. OPERATIONS AND CONDUCT AT EVENT

A. J&S Matus Motorsports, Inc. and/or NAPI, Inc. reserves the absolute right to restrict any exhibit to appropriate and suitable methods of operation and/or displays of material. If for any reason an exhibit and/or its contents, or the conduct of vendor/exhibitors' staff, are deemed objectionable by J&S Matus Motorsports, Inc. and/or NAPI, Inc., then, in J&S Matus Motorsports, Inc. and/or NAPI, Inc. sole discretion, that exhibit and/or staff member shall be subject to immediate removal from the event at Vendors sole expense. NO vulgar language or alcoholic beverage consumption will be tolerated at event site.

B. None of the following items [knives, drug paraphernalia, animals, reptiles or birds] are to be sold, promoted, or used in any part of the Vendor space. An animal will only be allowed for use by handicapped personnel.

C. Vendor will not be allowed to obstruct view from any side of their assigned area, nor occasion injury to or adversely affect the displays of other Vendors.

D. Any Texas Mile or U.S. Mile logos used must be approved by J&S Matus Motorsports, Inc. and/or NAPI, Inc.

E. Vendor personnel must wear appropriate apparel. No calendar girls or models allowed without written request and approval from J&S Matus Motorsports, Inc. and/or NAPI, Inc. NO selling or promoting of any thong, bikini or undergarments. No vulgar products and/or services (in the discretion of J&S Matus Motorsports, Inc. and/or NAPI, Inc.) shall be sold, promoted or demonstrated at the event.

F. Each Vendor is responsible for all damage to any property caused by Vendor's staff, personnel or its representatives.

G. Vendors are not granted exclusive rights to any specific product category at an event unless Application requesting Exclusivity and fees as printed on the front side of the Application are submitted in full. J&S Matus Motorsports, Inc. and/or NAPI, Inc. reserves the right to determine eligibility of Exclusivity of Vendors for any event, whether prior to or after acceptance of the Application, and submission of this Application and deposit does not guarantee acceptance.

H. Parking: Vendors are required to park in their reserved space.

I. All Food Trucks must remain in the assigned vendor space from close of set-up day through the last day of the event. NO "in and out" driving privileges allowed for any food truck vehicles – NO EXCEPTIONS.

J. Food Sales/ Samples: Any Vendor wishing to hand out or sell food of any kind during the event must have all proper health permits, etc.

K. Vendors MUST keep the noise levels from music, etc. in their Vendor space to a minimum, and can never interfere with J&S Matus Motorsports, Inc. and/or NAPI, Inc. or the facility public announcement systems.

L. NO voice amplification by Vendor in areas.

M. Apparel, baseball caps, sunglasses or any other merchandise will NOT be allowed to be sold or promoted by any Vendor that has received prior approval by J&S Matus Motorsports, Inc. and/or NAPI, Inc.

N. Vendor space must be occupied by Vendor staff during event hours.

O. Every food vendor is required to have two (2) 5 lb. fire extinguishers at their vendor space. NO EXCEPTIONS.

## 9. SHARING OF CUSTOMER LISTS AND BUSINESS PROSPECTS

If Vendor/Exhibitor has a "Raffle/Sign-Up" at a J&S Matus Motorsports, Inc. and/or NAPI, Inc. event, Vendor agrees to share with J&S Matus Motorsports, Inc. and/or NAPI, Inc. the names, addresses, telephone number, and any other identifying information ("Information") that Vendor obtains, receives or collects from participants and spectators as part of that "Raffle/Sign-Up", to the extent such sharing is permitted and lawful. Vendor shall deliver to J&S Matus Motorsports, Inc. and/or NAPI, Inc. said information in a readily discernible machine readable computer format within 30 days after the event.

## 10. LIABILITY RELEASE, INDEMNIFICATION & HOLD HARNES

A. The Vendor and each person associated therewith (i.e. employees, spouses, guests, survivors, heirs, executors and representatives) as specifically represented by the person whose name and signature appears on this Application, herein agrees to indemnify, defend, and hold harmless, and to release and forever discharge, from any and all known and unknown damage, injury, death, loss, liability, claims, penalties, actions, causes of action, judgements, and liabilities of every kind and description (including court costs and attorney's fees), occasioned by, resulting from, and/or related to conduct, actions and/or omissions of anyone connected with any J&S Matus Motorsports, Inc. and/or NAPI, Inc. event; the owner/operator of the event facility; all other vendors/exhibitors at the event; and each of their respective owners, shareholders, officers, directors, employees, agents, staff, independent contractors, representatives, and servants; and any other persons connected with the promotion, production, management and/or presentation of any portion of the event.

B. The Vendor, as represented by their signature on this Application, agrees and specifically acknowledges that J&S Matus Motorsports, Inc. and/or NAPI, Inc. and their officers, staff, employees, agents, representatives and/or servants, are herein totally absolved from any responsibility or liability whatsoever in any matters relating to any restrictions, controls, and/or conditions imposed on the Vendor/Exhibitor by any regulatory agency or government authority (whether federal, state, regional or local), whether in connection with, before, during, or after this event, or otherwise.

C. Due to weather there are no transfers, refunds or credits. J&S Matus Motorsports, Inc. and/or NAPI, Inc. operate all events rain or shine.