



16601 N. Pima Road | Scottsdale, AZ 85260 | January 12-20, 2019

EXHIBITOR APPLICATION

Corporate Office

7400 East Monte Cristo Avenue, Scottsdale, AZ 85260

e exhibitor@barrett-jackson.com | p 480.421.6694 | f 480.355.3637

www.Barrett-Jackson.com

**Thank you for your interest in exhibiting at the
Barrett-Jackson Collector Car Auction Scottsdale!**

**Please complete the following application in its entirety
to be considered for placement in the event.**

Applications will be accepted until December 14, 2018.

**Please note, our initial placement date is November 16, 2018;
after this date, placement is on a first-come, first-serve basis.**

**Upon completion, please either: email to
exhibitor@barrett-jackson.com
or fax to 480.355.3637.**

EXHIBITOR AGREEMENT TERMS AND CONDITIONS

This Exhibitor Agreement ("Agreement") is made between Barrett-Jackson Auction Co. LLC ("Barrett-Jackson") and the entity submitting this Exhibitor Application as listed on the reverse side of this Agreement ("Exhibitor"). This Agreement applies to the Barrett-Jackson 2019 Scottsdale Event ("Event") scheduled to take place from January 12-20, 2019, at WestWorld in Scottsdale, Arizona ("Event Facility"). The form on the reverse side is merely an application until Barrett-Jackson assigns a specific booth location, at which time this Agreement will take full force and effect as a contract.

1. SPACE ASSIGNMENT. Barrett-Jackson cannot guarantee that Exhibitor will be assigned the requested exhibit space. Exhibitor agrees to accept the exhibit space assigned by Barrett-Jackson regardless of the date Exhibitor's application is received. Exhibitor further agrees to accept reassignment of exhibit space at any time before or during the Event in the event that Barrett-Jackson, in its sole discretion, deems such reassignment necessary to create a more effective exposition at the Event. Barrett-Jackson shall not be liable for any damages, cost or expenses associated with any such reassignment.

2. NO ASSIGNMENT OR SUBLETTING. Exhibitor agrees not to assign, sublease or subcontract any portion of the Assigned Space. Such arrangements are prohibited and shall be deemed null and void.

3. USE OF THE ASSIGNED SPACE. Exhibitor must comply with the following use regulations in the absence of obtaining the prior written consent of Barrett-Jackson:

- a. No sound systems, musical instruments, noise makers, loudspeakers, microphones or other sound amplification or broadcast devices of any kind are allowed.
- b. No raffles, drawings or contests of any kind are allowed without prior written approval of Barrett-Jackson.
- c. No demonstrators, solicitors, decorations, signs, banners, advertising matter or exhibits of any kind or character are allowed in the aisles or public passageways and such materials may not be attached to the show structures, walls, posts or doors.
- d. No signs offering "wholesale prices" are allowed.
- e. No general distribution of brochures, pamphlets, leaflets, flyers, newspapers, magazines, or other literature or promotional materials of any kind are allowed. Any promotional materials must be distributed from inside the Assigned Space. Notwithstanding the foregoing, materials designed to be adhered to walls, car bumpers, balloons, hats, t-shirts and similar materials shall not be distributed under any circumstances. Giveaways may not include balloons or yardsticks, and balloons may not be used as booth decorations.
- f. No distribution of promotional materials for any third party is allowed. This includes giveaways of brochures, flyers, pamphlets, bags, pens, pins, stickers, etc., that are not materials of the Exhibitor.
- g. No solicitation of funds for any political, educational or charitable corporation or association or any other group, individual or cause of any kind is allowed without prior management approval.

4. EVENT STAFFING. Exhibitor shall maintain a designated representative in the Assigned Space at all times during the designated Event hours. Exhibitor shall be solely responsible for the conduct of any employees, agents, visitors or guests of Exhibitor in or around the Assigned Space. Exhibitor shall cause all such employees, agents, visitors or guests of Exhibitor to be familiar with all Rules and Regulations of the Event Facility.

5. SPACE PLANS AND DESIGN. The design and plans for the construction of Exhibitor's exhibit must be approved in advance by Barrett-Jackson. Exhibit design for those booths with displays directly in back and adjacent to them must not exceed eight feet in height and must not extend beyond the dimensions of the Assigned Space. Barrett-Jackson reserves the right to order changes in the design, decoration and plans for the construction of the exhibit at any time before or during the Event. Exhibitor agrees to be solely responsible for any and all damages, costs or expenses associated with such changes. Exhibitor must neither obstruct the view of an exhibit in an adjoining Exhibitor's space nor permit such exhibit to be placed or operated in any manner that is offensive or objectionable, in the sole opinion of Barrett-Jackson, to the adjacent or surrounding Exhibitors or to the Event as a whole.

6. SET UP. Exhibitors will be assigned a specific move-in time depending on size and location of the Assigned Space. This scheduled time will be part of a general Exhibitor Confirmation Packet transmitted electronically after confirmation of space assignment. All of Exhibitor's vehicles must be off the premises and in the designated Exhibitor parking areas during the days of the event. Failure to comply with this provision will authorize Barrett-Jackson to have vehicles towed at Exhibitor's expense.

7. DISMANTLING. Exhibitor shall not dismantle or remove any portion of its exhibit prior to the conclusion of the Event. Exhibitor shall not remove any of the equipment or property associated with the exhibit prior to that time. The entire exhibit and all of the Exhibitor's property must be removed from the premises within 24 hours after the conclusion of the Event, unless otherwise directed by Barrett-Jackson. In the event Exhibitor fails to vacate the Assigned Space within that time, Barrett-Jackson may remove (and is hereby authorized and made the agent of Exhibitor for such purposes) the exhibit and all property of the Exhibitor situated in or around the Assigned Space, and to store the same at the sole cost of Exhibitor. Exhibitor shall hold harmless Barrett-Jackson for any cost or liability incurred in connection with such removal. Barrett-Jackson is authorized to hold stored materials until associated costs are paid by Exhibitor.

8. LIABILITY. Exhibitor agrees to defend (using counsel satisfactory to Barrett-Jackson), indemnify and hold harmless Barrett-Jackson Auction Co. LLC, WestWorld, City of Scottsdale, and the Bureau of Reclamation and their affiliated companies and each of their respective present and former officers, shareholders, directors, employees, partners, agents, contractors, representatives and assigns, from any and all claims, demands, suits, investigations, losses, costs, damages or expenses resulting or arising from any injury to or death of any person or damage to any property caused by an act, omission or negligence of Exhibitor or Exhibitor's agents, employees, invitees, contractors or guests which occurs in or around the Assigned Space or elsewhere at the Event Facility, in each case whether or not caused by the negligence of Barrett-Jackson and whether or not the claim or suit has merit. Exhibitor agrees to use and occupy the Assigned Space at Exhibitor's own risk and hereby releases Barrett-Jackson from all claims for any damage, loss or injury to persons or property to the full extent permitted by law occurring in or around the Assigned Space, including, but not limited to, damages resulting from the acts of other Exhibitors, theft, vandalism, fire and other casualty damage or damage arising out of any defects in the premises. Exhibitor shall be responsible for the supervision, control and maintenance of the Assigned Space during the entire term for which the Assigned Space is reserved or used by Exhibitor. The Assigned Space shall be returned in its original condition. Exhibitor is liable for and agrees to pay promptly for any and all damage to the Event Facility or to its equipment when such damage is caused by Exhibitor, or by any of Exhibitor's agents, employees, invitees, contractors or guests. Notwithstanding any other term or condition of this Agreement, in the event the Assigned Space is for any reason not available to the Exhibitor during the Agreement Term or any portion thereof, the Barrett-Jackson's liability shall be limited to a return of the fee paid hereunder, or a pro rata portion thereof if the Event took place in part.

9. INSURANCE. Barrett-Jackson is not responsible for damage from accident, fire and other such causes to Exhibitor's property. Exhibitor must carry insurance and do so at its own expense. All property of Exhibitor is understood to remain in the Exhibitor's care, custody and control in transit to or from and within the confines of the Event Facility. Exhibitor is required to obtain and maintain in full force and effect throughout the Event the following insurance:

General Liability Insurance – Comprehensive general liability insurance written with limits of \$1,000,000.00 per occurrence / \$2,000,000.00 aggregate for bodily injury and property damage,

and \$1,000,000.00 per occurrence / \$2,000,000.00 aggregate for public liability. Coverages shall include: (i) Premises/operations; (ii) Contingent liability for subcontractors; (iii) Product completed operations; (iv) Personal Injury; (v) Contractual liability to insure indemnification (hold harmless clauses contained in the Agreement).

Worker's Compensation Insurance – Statutory worker's compensation and employer's liability insurance as required by applicable State Law for all of Exhibitor's employees and/or any temporary event staff involved in any way with the Event. If Exhibitor does not carry Worker's Compensation Insurance, Exhibitor must complete the Worker's Compensation Waiver Form (provided by Barrett-Jackson) in place of getting this insurance.

Automobile Liability Insurance – Written with a combined single limit for bodily injury and property damage of \$150,000.00 each occurrence, providing coverage on all owned, non-owned and hired automobiles of the Exhibitor. If automobile insurance is not to be included on Exhibitor's certificate of insurance, then Exhibitor must supply proof of insurance for any vehicle that will be driven on the Event site for unloading, loading, or display purposes.

Special Form Cause of Loss Insurance – Exhibitor shall provide special form cause of loss insurance covering Exhibitor's exhibits, tools and other property. If Exhibitor does not carry Special Form Cause of Loss Insurance, Exhibitor must complete the Special Form Cause of Loss Insurance Waiver Form (provided by Barrett-Jackson) in place of getting this insurance.

Exhibitor will be required to furnish a certificate of insurance to Barrett-Jackson, prior to the move-in date, listing the following additional named insureds: Barrett-Jackson Holdings, LLC, Barrett-Jackson Auction Company, LLC, Craig Jackson Investments FLP, Jackson Productions, Inc., Jackson Family Foundation, U.S. Bureau of Reclamation, WestWorld of Scottsdale, and City of Scottsdale. The above insurance policies shall be primary and contain a waiver of subrogation in favor of Barrett-Jackson and the additional named insureds.

10. COMPLIANCE WITH LAWS. Exhibitor, its agents, employees, invitees, contractors and guests, shall comply with all rules, regulations, and requirements of the local Fire Marshal, the Health Department, and any other governmental entity having jurisdiction over the Event Facility and/or location. Exhibitor shall obtain any and all permits or licenses required by any governmental authority to conduct its business activities in its Assigned Space or in other areas of the Event Facility. Exhibitor may be required, in Barrett-Jackson's sole discretion or request, to immediately cease its operations and vacate the Assigned Space if Exhibitor's exhibit, operation thereof, or the conduct of Exhibitor's agents, employees, invitees, contractors or guests are believed to be in violation of any such rules, regulations, or requirements.

11. LOST SHIPMENTS. Neither Barrett-Jackson nor the owner or operator of WestWorld shall be liable or otherwise responsible for lost shipments to or from the Event, or of any type of moving costs, including damage incurred in the course of moving. If Exhibitor's exhibit fails to arrive, Exhibitor is nevertheless responsible for the payment of all exhibit space reservation and rental fees.

12. TAXES. All sales tax, income taxes, FICA and other taxes arising out of or in connection with Exhibitor's use of the Assigned Space are the sole responsibility of Exhibitor.

13. SAFETY RULES

- a. Exhibitor shall take all necessary precautions for the safety of its own personnel, other Exhibitors and all other persons upon the premises and shall comply with all applicable provisions of federal, state and municipal safety laws, building codes and ordinances to prevent accidents or injury.
- b. All decorations of paper, corrugated paper, crepe paper, drapes and all cloth must be flameproof to meet the standards of the local Fire Department.
- c. No exhibits using an open flame are permitted.
- d. Decorations around fire extinguishers, standpipes or exits must be placed so as not to interfere with the accessibility to view of the same.

14. REMOVAL OF EXHIBITS BY BARRETT-JACKSON. Barrett-Jackson reserves the right to prohibit or cause the removal of any exhibit: (i) which, in Barrett-Jackson's sole judgment, may detract from the general character of the Event; (ii) if the business or exhibition carried on by the Exhibitor or the manner of conduct of the same is not as represented at the time of making this Agreement or is not in keeping with the tradition or character of the Event; (iii) if the exhibit was entered under false pretenses; or (iv) if the exhibit is in violation of any of these terms and conditions. If an exhibit is prohibited under the terms of this paragraph or because of a violation of any of the terms hereof, Barrett-Jackson shall have the right, but no obligation, to remove the exhibit or any banner, advertising matter or other property of the Exhibitor situated within or about the Assigned Space. Any such removal shall be at the sole cost and expense of Exhibitor, and Exhibitor shall immediately reimburse Barrett-Jackson for any cost and expense incurred. Under such circumstances, Exhibitor shall not be entitled to a refund of any fees paid to Barrett-Jackson under the terms of this Agreement.

15. PROVISIONS AND DISPUTES. Each provision of this Agreement is declared to be separable from every other provision. If any provision is held invalid, such invalidity shall not affect any other provision, and all other provisions shall remain in full force and effect as if the invalid provision had not been included herein. All terms or conditions not specifically covered by this Agreement shall be promulgated and enforced by Barrett-Jackson in its sole discretion. In the event of any dispute regarding the implementation of this Agreement, Exhibitor agrees to abide by the resolution, decision or ruling set forth by Barrett-Jackson.

16. SHOW CANCELLATION. In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, terrorist act, riot or threat of violence or similar cause beyond the control of the parties, Exhibitor shall be entitled to a refund of the fees paid, or a pro rata portion thereof if the Event took place only in part. The decision to cancel the Event shall be left to the sole discretion of Barrett-Jackson.

17. REFUNDS. Exhibitor's space reservation and rental fees will not be refunded in whole or in part in the event that Exhibitor fails to use all or some portion of the exhibit space assigned, or in the event that Exhibitor uses the space for only a portion of the scheduled Event time. All Exhibitor fees are non refundable.

18. LEGAL FEES AND COSTS. In the event that Barrett-Jackson is involved in any legal action in which it seeks to enforce any of the terms and provisions of this application and Agreement, Barrett-Jackson shall be entitled to recover all of its reasonable costs and expenses, including reasonable costs of collection and reasonable attorney's fees.

19. MISCELLANEOUS; GOVERNING LAW; EXCLUSIVE VENUE. This Agreement contains the entire agreement between the parties regarding the subject matter discussed herein and may not be modified in any manner nor may any rights herein be waived except by an instrument in writing signed by the party to be charged in such modification or waiver. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and shall be construed in accordance with and governed by the laws of the State of Arizona. Any dispute, proceeding, or controversy relating to or arising out of this Agreement shall be resolved exclusively in the courts located in Maricopa County, Arizona.

SIGNATURE OF EXHIBITOR'S REPRESENTATIVE ON THE REVERSE SIDE OF THIS DOCUMENT CONSTITUTES ACCEPTANCE OF THESE TERMS & CONDITIONS.