



1. SHOW OBJECTIVE

SEMA FEST is a show produced by the Specialty Equipment Market Association. This consumer event provides a marketplace for automotive lifestyle brands and opportunity to expand the SEMA brand to the enthusiast and expanded demographic. SEMA Fest is a ticketed event open to the general public.

2. DEFINITIONS

The Specialty Equipment Market Association (“SEMA”) owns, produces and manages SEMA Fest. SEMA Fest hereinafter shall be referred to as “Festival.” The Festival Grounds, RV Park and Transportation Lots owned and operated by Circus Circus LLC are hereinafter referred to as the “Festival Areas.” The company applying to exhibit at and/or exhibiting at the Festival is hereinafter referred to as the “Exhibitor.” The agreement between SEMA and Exhibitor to abide by the terms in the SEMA Fest Exhibit Space Rental Application, these SEMA Fest Exhibitor Rules & Regulations, the SEMA Fest Exhibit Display Regulations, and any other rules & guidelines enacted by SEMA as found on www.SEMAFest.com (collectively, the “Rules”) is hereinafter referred to as the “Agreement” and constitutes the agreement between SEMA and the Exhibitor. If SEMA accepts Exhibitor’s Exhibit Space Rental Application, the agreement between SEMA Fest Management and Exhibitor for exhibit space shall also constitute part of the Agreement. The Agreement shall be applicable to all activities conducted in an Exhibitor’s space, as well as all other activities an Exhibitor conducts or sponsors relating to the Festival, both onsite and pre-or-post Festival, including without limitation, sponsorships, driving activities, feature vehicle displays, and training programs (collectively, the “Activities”). It is understood that the Rules may be changed at any time by SEMA Fest Management and SEMA Fest Management reserves the right to modify the Rules in its sole discretion if it determines it is in the best interests of the Festival. “Written” and “in writing” shall include the contents of email communications.

3. LOCATION AND DATES

The site of the Festival is the Las Vegas Festival Grounds, located at the corner of Las Vegas Boulevard and Sahara Avenue, Las Vegas NV , hereinafter referred to as the “Festival Areas.” The dates and hours are:

Exhibitor Move-In:

Wednesday, November 1 7:00 a.m. – 6:00 p.m.

Thursday, November 2 7:00 a.m. – 8:00 p.m.

Festival Days*:

Friday, November 3 11:00 a.m. – 11:00 p.m.

Saturday, November 4 1:00 p.m. – 11:00 p.m.

4. APPLICATION, FEES, PAYMENTS, CANCELLATIONS

A. Approval. Applications for rental of exhibit space shall be subject to the approval of SEMA Fest Management , and SEMA Fest Management reserves the right to reject applications for space with or without cause if SEMA Fest Management determines the rejection is in the best interest of the Festival. SEMA Fest Management will contact Exhibitor following submission of the Festival Exhibit Space Rental Application if it finds issues with the application. SEMA Fest Management will not accept a SEMA Fest Exhibit Space Rental Application unless and until the applicant fully complies with all the requirements set forth in the SEMA Fest Exhibit Space Rental Application and the Rules, including the eligibility requirements, payment terms and submission of all required information and documents. Exhibitor’s Exhibit Space Rental Application, as modified if applicable, is considered accepted by SEMA Fest Management upon SEMA Fest Management sending of the Exhibit Space Confirmation to Exhibitor pursuant to Section 6 (“EXHIBIT SPACE ASSIGNMENT”) below. Upon acceptance of the Exhibit Space Rental Application by SEMA Fest Management, its contents, as modified if applicable, shall become a legally binding agreement for exhibit space between the Exhibitor and SEMA Fest Management, subject to the terms and conditions herein. Exhibitor agrees to accept and, when requested, to promptly respond to Festival information sent by SEMA Fest Management via email or any other method of communication.

B. Exhibit Fees. The cost for exhibit space is:

- I. 10 feet x 10 feet (includes tent, one 10’x10’ tent, one 6 foot table, 2 chairs and 5amp power) = \$1,750
- II. 20 feet x 20’ feet = \$5,000
 - 20 feet x 20 feet space does not include a tent, power or any additional services
 - Exhibit services will be made available to Exhibitors seeking assistance please contact Maurice O’Connell at mauriceo@sema.org for additional information
- III. Any exhibit space exceeding a 10 feet x 10 feet size must submit a design layout with specific information on ability to provide tent, tent ballast and/or any structural element contained within exhibit space. All design submissions MUST be provided no later than October 13, 2023, to the attention of Maurice O’Connell at mauriceo@sema.org.



- IV. Exhibitor agrees to provide documentation of any materials meet fire code guidelines and all signage, banners or materials are fire retardant. Additionally, exhibitor agrees to acquire or request the assistance to acquire appropriate permitting for display as well as make any modifications required by SEMA Fest Management, insurance company, the fire marshal, or other government authorities at Exhibitor's sole expense.

Exhibitor must be fully paid on all money owed to SEMA Fest Management, its partners and subsidiaries, including sponsorship and advertising fees, and fees for Festival prior to load-in of exhibit space.

C. Payment Schedule. Payments may be made by credit card, wire transfer or check (in U.S. funds drawn on a U.S. bank only). Checks must be made payable to SEMA and mailed to 1575 South Valley Vista Drive, Diamond Bar, CA 91765-3914. Unless otherwise agreed upon by SEMA Fest Management, in its sole discretion,

Outstanding payments due after October 14 must be made by credit card only.

D. Amendments to the Exhibit Space Rental Application. It is understood and agreed that any changes or modifications to the Exhibit Space Rental Application following the initial submission of the Exhibit Space Rental Application that are requested by an Exhibitor shall be considered accepted and approved by SEMA Fest Management if notification is provided by Exhibitor to, and received by, SEMA Fest Management by any form of written communication and notification of SEMA approval is sent back to Exhibitor by any form of written communication. Changes may include, but not be limited to, modifications to exhibit size, location, configuration, payment terms or cancellations by Exhibitor. SEMA Fest Management shall consider email by and to Exhibitor as acceptance of such changes, and thereby modify the exhibit fees due from Exhibitor pursuant thereto. If any changes to the Exhibit Space Rental Application increase the fees due to SEMA Fest Management for the exhibit space, SEMA Fest Management shall be authorized to make immediate charges to Exhibitor's credit card on file in order to ensure Exhibitor is current on its payment plan, as then on file with SEMA Fest Management pursuant to the Exhibit Space Rental Application or any subsequent agreement for payment terms. Changes initiated by SEMA Fest Management to Exhibitor's exhibit space shall be communicated in writing to the email address provided by Exhibitor on the Exhibit Space Rental Application, and all such communications will be interpreted as read and accepted unless Exhibitor objects in writing to SEMA Fest Management within five (5) business days.

E. Cancellations and Refunds. Cancellation of all or any portion of any exhibit space by Exhibitor must be made in writing to SEMA Fest Management. The following refund schedule for cancellations by Exhibitors will be strictly followed, determined by when written notification is received by SEMA Fest Management, regardless of when Exhibitor enters into the Agreement:

- i. Exhibitor shall receive a full refund of all monies deposited to SEMA Fest Management provided written notification is sent to SEMA no later than the close of one business day following SEMA Fest Management emailing notification of exhibit space location selected at the sole discretion of SEMA Fest Management.
- ii. Effective one business day following Exhibitor's notification of exhibit location SEMA Fest Management shall retain 100% of rental cost of each space canceled, as liquidated damages.

F. Refunds

No refunds are given after one (1) business day following notification by email of exhibit location selected at the sole discretion of SEMA Fest Management. Refunds and liquidated damages are based on full exhibit space rental cost and not the deposit. Exhibitors canceling a portion of the contracted space cannot apply deposits for the canceled portion to the remaining contracted space. SEMA Fest Management shall not be liable for interest on any amount refunded. Exhibitor is responsible for all bank fees incurred in payment of any fees related to the Festival. Reduction of space, at any time, may result in the relocation of an exhibit. Cancellation monies cannot be applied to future shows or festivals.

At its discretion, if at any time SEMA Fest Management deems an exhibit, Exhibitor or an exhibit's contents objectionable, SEMA Fest Management reserves the right to remove and/or cancel the exhibit space or any portion thereof at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, products or any item of poor character, which, in the sole judgment of SEMA Fest Management, is detrimental to or unsuitable for the Festival or jeopardizes the Festival's safe operations. This right may be exercised by SEMA Fest Management at any time, regardless of whether it is before or during the Festival. In the event the right is exercised during the Festival, SEMA Fest Management shall not be liable for refund of exhibit space rental fees, exhibit equipment rental fees or any other expense incurred by reason of SEMA Fest Management's removal of objectionable contents or cancellation of the exhibit space or any portion thereof. Exhibitor hereby expressly waives any and all rights and claims, actions and demands for damages, costs and expenses, including without limitation, legal fees, lost profits, and costs of goods sold, against the Festival Grounds, SEMA Fest Management, their directors, officers, agents, employees and/or servants for such removal and/or cancellation.



5. ELIGIBILITY

SEMA Fest Management reserves the right to determine eligibility of Exhibitor for inclusion in the Festival prior to, or after, submission of the Exhibit Space Rental Application. SEMA Fest Management also reserves the right to prohibit display or advertisement of products at any time if display or advertisement of such products would not meet Festival objectives or would cause Exhibitor to be in violation of these SEMA Fest Exhibitor Rules & Regulations or the Exhibit Display Regulations.

A. Non-Exhibiting Manufacturers Products. Exhibitor may not display products or signage in or above their Exhibit Space from any non-exhibiting companies unless approved in writing by SEMA Fest Management. Representations by and/or media activities of non-exhibiting companies are prohibited at the Festival.

6. EXHIBIT SPACE ASSIGNMENT

A. Space Selection Process. The method of determining space assignment is established by SEMA Fest Management and may be changed from time to time without notice to exhibitors in order to accommodate that which SEMA Fest Management perceives as being in the best interest of the Festival. No rights or privileges are created for any Exhibitor. Immediately set forth below is the current space selection process:

- i. Assignment of exhibit space at Festival is determined by SEMA Fest Management in its sole and absolute discretion. There is no guarantee of exhibit location.
- ii. Exhibit Space Confirmation. Exhibit Space Confirmations are sent by email to each exhibitor after space is selected. Included in the Exhibit Space Confirmations are the number of the exhibit space selected as well as further instructions and guidance on how to prepare for the Festival.

B. Floor Plan. SEMA Show Management reserves the right to rearrange exhibitors or adjust the floor plan to accommodate the best interest of the Festival. The floor plan maintained by SEMA Fest Management shall be the official floor plan. Changes may occur at any time to accommodate Festival needs.

C. Sharing or Subletting Exhibit Space. Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs, printed materials or any representation from any company other than the company contracted and assigned the exhibit space unless such assignment, subletting or sharing is approved in writing by SEMA Fest Management.

7. OPERATION AND CONDUCT

A. Exhibit Personnel.

- i. Attendants, models, and other employees and representatives of Exhibitor must confine their activities to the contracted exhibit space.
- ii. Exhibitor personnel and representatives may not enter the exhibit space or loiter in the area of another exhibitor without permission from that exhibitor, and at no time may anyone enter an exhibit space that is not staffed. Violators may be ejected from the Festival.
- iii. Exhibitor shall not photograph or video an exhibit or product of another exhibitor unless such photography or videography is approved in writing by the other exhibitor or SEMA Fest Management.
- iv. Exhibitor may not harass or antagonize another party or remove anything from another exhibitor's exhibit space.
- v. Exhibit space must be staffed during all Festival hours.
- vi. No area of the Festival Grounds shall be used for any improper, immoral, illegal, or objectionable purpose.

B. Attire. All Exhibitor personnel and their contractors must wear appropriate apparel at all times. This requirement prohibits, among other items, thongs, lingerie, painted bodies and transparent apparel. SEMA Fest Management reserves the right to make determinations on appropriate apparel. Business or business casual attire is recommended. Exhibitors who are uncertain with regard to compliance with the appropriate apparel and entertainment regulations are encouraged to consult with SEMA Fest Management in advance of the Festival.

C. Advertising Outside Exhibitor's Space. Exhibitor shall not distribute, or permit to be distributed, any advertising matter, literature, souvenir items or promotional materials in or about the Festival Areas except from its own allotted exhibit space unless such distribution is approved in writing by SEMA Fest Management. Exhibitor shall not post or exhibit any signs, advertisements, show bills, lithograph posters or cards of any description on any part of the premises of the Festival Grounds, except within the Exhibitor's exhibit space and upon such space as is made available.



D. Entertainment, Music. All music and entertainment must be in good taste and not include any lyrics that are inflammatory, sexually explicit, sexist, gang-related or violent or that promote activities of any type that defame or denigrate women, law enforcement or other established authorities. Dancing and modeling shall not include any lewd or sexually suggestive poses or actions. SEMA Fest Management shall be the final authority on the acceptability of music played by Exhibitor and the activities of models and entertainers. Violators are subject to immediate closure of their exhibit space, removal of exhibit space personnel and/or closure of the exhibit for the duration of the Festival.

E. Product Comparisons. Product comparisons that identify a company other than Exhibitor are prohibited unless approved in writing by SEMA Fest Management. The distribution or display of materials showing product, written materials or other content from a company other than Exhibitor is also prohibited.

F. Food and Beverage. Alcoholic beverages may not be served within an Exhibitor’s exhibit space without approval in writing from SEMA Fest Management. Alcoholic beverages may not be served during Exhibitor move-in or move-out under any conditions. Except for contracted food vendors, preparation of food within Exhibitor’s exhibit space is prohibited.

G. Electrical. Electrical equipment and wiring require evidence of testing and approval by a nationally recognized testing laboratory.

H. Inspection. All displays will be inspected during move-in days and any exhibitor deviating from the Rules must make modifications to its exhibit space at Exhibitor’s expense prior to Festival opening. If modifications are not made by Exhibitor, SEMA Fest Management will instruct its official contractors to make any necessary adjustments, at Exhibitor’s sole expense. Exhibitor shall be responsible for all costs associated with ensuring any activities and displays are deemed safe under any and all conditions, as determined by SEMA Fest Management in its sole discretion. SEMA Fest Management will not be subject to any damages whatsoever should an activity or display be required to be terminated or removed by SEMA Fest Management, or its designees, due to such circumstances.

I. Insurance. Exhibitor must have in full force and effect at all times Exhibitor is moving into, exhibiting at, conducting activities at, and moving out of the Festival:

A policy of workers’ compensation insurance that meets all federal and state requirements; and Commercial general liability insurance on an Occurrence Form to include Premises Liability, Products and Completed Operations, Personal and Advertising Injury, Medical Expenses, Damage to Rented Premises, and Blanket Contractual Liability coverage, with limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate as follows:

General Aggregate	\$2,000,000
Products and Completed Operations Aggregate.....	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$100,000
Medical Expenses	\$5,000

Additional coverages may be required for exhibitors granted permission to serve alcohol, conducting motorsports activities, and other dangerous activities. These coverages must be evidenced by a Certificate of Insurance (“Certificate”) with a 30-day notice of cancellation provision to the holder. The Certificate must name the Specialty Equipment Market Association, the Las Vegas Festival Grounds and Circus Circus as additional insureds and Certificate must be provided to SEMA Fest Management at least 30 days before Exhibitor Move-In, or thirty (30) days before Exhibitor’s first day of scheduled activities at the Festival, whichever is earlier. Exhibitor agrees that this insurance coverage will have a Best Rating of A, VIII or better, and coverage will be primary and non-contributory to any other insurance coverage, and provide a Waiver of Subrogation in favor of the Specialty Equipment Market Association, the Las Vegas Festival Grounds and Circus Circus. This policy will be strictly enforced. Exhibitor will not perform or permit to be performed anything in or upon any portion of the Exhibit Areas, or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the Festival or Festival Areas or any part thereof, or in any way increase any rate of insurance upon the Festival Areas or any property kept there without written consent of the president of the Festival Areas. Furthermore, Exhibitors must secure and present proof of insurance to SEMA Fest Management, as specified below:

i. **Dangerous Activity** – If Exhibitor is performing an activity within their exhibit space or elsewhere in or around the Festival Areas that could potentially pose a risk (e.g., hot works, welding, painting or spraying, driving demos, etc.), Exhibitor must provide SEMA Fest Management additional proof of a policy of event liability insurance (“Participant Liability Insurance”) in the amount of \$5,000,000 and participant accident medical insurance coverage (“Participant Accident Medical Insurance”) in the amount of \$3,500, all naming the



Specialty Equipment Market Association, the Las Vegas Festival Grounds and Circus Circus as additional insureds. Exhibitor warrants that the Participant Liability Insurance and Participant Accident Medical Insurance coverage will have a Best Rating of A, VIII or better, and coverage will be primary and non-contributory to any other insurance coverage, and provide a Waiver of Subrogation in favor of the Specialty Equipment Market Association, the Las Vegas Festival Grounds and Circus Circus..

ii. Auto Liability – If Exhibitor is operating a vehicle in the Festival Areas, including any operation incident to display of a vehicle within an exhibit space, Exhibitor must provide SEMA proof of Auto Liability coverage with a Combined Single Limit of \$1,000,000 that provides coverage for Bodily Injury and Property Damage for Owned and Non-Owned autos.

J. Prohibited Equipment / Materials / Chemicals / Explosives / Fuel. Exhibitor will not put up or operate any engine, motor or machinery in the Festival Areas, excepting normal equipment utilized to set up and dismantle exhibits, or use or store explosives, oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than electricity for illuminating purposes.

K. Weapons. Fireworks, weapons, explosives, and firearms including replicas and/or toy weapons of all kinds are prohibited from the Festival Areas of the Festival. This prohibition applies to interior and exterior premises, including parking areas, and also applies to all vehicles and displays whether the weapons are permanently or temporarily affixed. Any exceptions to this policy must be granted in writing by SEMA Fest Management.

L. Hazardous and Combustible Materials. Harmful or noxious odors or fumes must be negligible and contained within Exhibitor's exhibit space. Hazardous and combustible materials are prohibited unless approved in writing by SEMA Fest Management. Exhibitor is responsible for the proper care, handling, security, removal, and disposal of all hazardous materials entered upon Festival Areas premises by Exhibitor, as required by current Environmental Protection Agency or other applicable standards in effect at the time of occupancy. Disposal of hazardous materials or toxic waste must comply with all city, county, state, and federal laws.

M. Damages. Exhibitor shall yield the Exhibit Areas back to the Festival Areas at the conclusion of the Festival in good condition and repair, ordinary wear and tear excepted. Any costs incurred by SEMA Fest Management or the Festival Areas to restore the Exhibit Areas to its condition prior to the Festival, including but not limited to repair of asphalt, power and water lines by Exhibitor, shall be the responsibility of Exhibitor. Exhibitor is responsible for all damage to any property caused by Exhibitor personnel of the Festival Area.

N. Accident/Incidents. Any accident or incident involving or occurring in Exhibitor's exhibit space, or as it relates to exhibit space personnel must be reported to SEMA Fest Management as soon as possible. SEMA Show Management will create a report of the incident, and where applicable, provide Exhibitor with a "Theft/ Damage Report" or "Injury Report."

O. Lotteries and Contests. The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is prohibited.

P. Photography/Video/Recording.

i. No exhibit, performance or event presented at the Festival shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind unless approved in writing by SEMA Fest Management. If found in violation of this section, Exhibitor agrees to surrender recording devices and media content immediately at the request of SEMA Fest Management. No entity may use any audio or visual recording or streaming devices, including film, videotape, DVD, webcam, or any other similar methods which may be available to capture audio or visual at the Festival or its events unless approved in writing by SEMA Fest Management. Recorded content from the Festival and its events is available from SEMA Fest Management and may be provided to third parties, including media outlets and legitimate news organizations. SEMA Fest Management is responsible for the approval of all requests for access to obtain audio or visual from all Festival events.

ii. Every person operating an audio or visual recording device, including but not limited to videotape, film camera, digital video cameras and webcams at the Festival must display the proper credentials issued by SEMA Fest Management. No entity may supply, sell or resell any audio or visual material of any Festival without the express written consent of SEMA Fest Management.

iii. No entity, with the exception of official Festival licensees, may represent that it is the official, authorized, or sole provider of Festival content or coverage.

iv. Exhibitor hereby waives its right of refusal to have its personnel, as well product or exhibit, photographed, videotaped, broadcast or recorded in any medium for any use whatsoever by SEMA Fest Management and/or entities authorized by SEMA Fest Management, including without limitation, uses by SEMA Fest Management authorized or sanctioned media producing broadcasts derived from material gathered at the Festival. In consideration of being allowed to participate in the Festival, the participant ("Participant") hereby grants SEMA Fest Management and their partners, authorized contractors and assigns: (1) full and unconditional permission to make still or motion



v. pictures and any other type(s) of audio, video or visual recordings of Participant's activities and participation in Festival and events, at the site of the Festival, and before, during and after the Festival; and (2) the exclusive, worldwide and perpetual rights to use the same, together with the name and likeness of Participant, its agents, employees and assigns, along with the names, likenesses and data of, or relating to, Participant's products and display, for publicity, advertising, endorsements, promotion and any other kind or type of use or exploitations, whether or not for profit, in print, audio, video, and other communications media by reproduction and sale or other distribution by any and all means now known or hereafter developed.

Q. Music/Photographs/Other Copyrighted Material. Exhibitor warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing artist or group protected by trademark, will be performed, reproduced or used incident to the Exhibitor's participation in the Festival, unless the Exhibitor has obtained written permission from the copyright or trademark owner or applicable performing rights organization (BMI, ASCAP or SESAC). Exhibitor acknowledges that it acts under this Agreement as an independent contractor, charged with the responsibility, in its sole discretion, for selection, performance, reproduction and use of any musical, literary and artistic works in its exhibit space as it deems appropriate and that it undertakes strict compliance with all laws respecting copyrights and trademarks. Exhibitor agrees to indemnify, save and hold harmless SEMA Fest Management, the Festival Areas and their respective directors, officers, agents, employees, affiliates, assigns, representatives, and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights, royalties and fees incurred by reason of Exhibitor's performance, reproduction or use of any musical, literary or artistic works or other property protected by copyright or the name of any performing artist or group in Exhibitor's exhibit space.

8. MOVE-IN / MOVE-OUT / EXHIBIT INSTALLATION & DISMANTLE

A. Target Times Set-up. Exhibitors are assigned a specific date and time ("Set-up") by SEMA Fest Management to systematically unload freight at a designated site at the Festival Area to begin set-up. Missing this time may result in additional fees.

B. Display Installation Deadline. All displays must be in place by 8:00 a.m. on Friday, November 3. Display material, cartons and refuse must be removed no later than 8:00 a.m. Friday, November 3.

C. Space Abandonment Any space not claimed and occupied by 8:00 a.m. on Friday, November 3, may be resold or reassigned by SEMA Fest Management, without obligation on the part of SEMA Fest Management for any refund to the Exhibitor whatsoever.

D. Removal of Product or Equipment. The removal of product and equipment from Exhibitor's exhibit space prior to the end of the Festival is at the sole risk of the exhibitor and not the responsibility of SEMA Fest Management .

E. Timely Dismantle. Exhibitor agrees to dismantle its display as soon as practical after the end of the Festival. If teardown of the exhibit has not commenced by 2:00 p.m. the day after Festival close, then SEMA Fest Management shall have the exhibit dismantled at the Exhibitor's expense.

F. Early Move-out. Exhibitor shall not initiate move-out or abandon its exhibit prior to the official Festival closing time on the final Festival day. Violation will cause Exhibitor to be subject to a fine.

G. Move-out Security. Exhibitor personnel should remain in the contracted exhibit space until Exhibitor's display materials are secured and accepted by the freight carrier or otherwise removed by Exhibitor. SEMA Fest Management assumes no responsibility for exhibit material left unattended during move-out.

9. ADMISSION REGULATIONS

A. Children. No one under 16 years of age is allowed in the Festival during Exhibitor move-in and move-out.

B. Badges/Credentials. Admission to the Festival is by official Festival registration or by SEMA Fest Management. Badges/Credentials must be worn at all times, including move-in and move-out. Exhibitor is responsible for ensuring Badges/Credentials are provided only to the company's personnel. Badges/Credentials are the property of SEMA Fest Management and are non-transferable. Exhibitor waives any right to claim for damages against SEMA Fest Management or the Festival Areas for the ejection of any person or persons from the Festival Areas, in the sole determination of the Festival Areas and/or SEMA Fest Management, such person or persons have or likely will create a danger to public health and/ or safety or behave in an objectionable manner.



10. VIOLATIONS

The Exhibitor shall be bound by the Rules (as defined in section 2 herein to encompass these Exhibitor Rules & Regulations and the Exhibit Display Regulations), and by such additional rules and regulations which may be established by the Festival Areas and SEMA Fest Management including, but not limited to, those contained within the Exhibitor Manual on www.SEMAFest.com. SEMA Fest Management shall enforce all Rules and such additional rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the Rules and such additional rules and regulations shall be subject to the final judgment and decision of SEMA Fest Management. Any violation by the Exhibitor of any of the Rules and such additional rules and regulations shall subject Exhibitor to cancellation of the agreement to occupy exhibit space and to forfeiture of any monies paid on account thereof. Upon SEMA Fest Management notifying Exhibitor of such cancellation, SEMA Fest Management shall have the right to take possession of the Exhibitor's space, remove all persons and properties of the Exhibitor, and hold the Exhibitor accountable for all risks and expenses incurred in such removal.

11. COMPLIANCE WITH LAWS

Exhibitor agrees to comply with and be bound by all laws of the United States and the State of Nevada, all ordinances of Clark County, and wherever applicable, all rules and regulations of the police department and fire department and those policies and criteria established by the Festival Areas for use of the Exhibit Areas, and all applicable rules and policies regarding vaccines, COVID-19 and/or other diseases and public health concerns, including but not limited to those of SEMA Fest Management. Exhibitor agrees that this Agreement shall be interpreted and enforced under California law, and this Agreement shall only be entered and/or interpreted in the state or federal courts in the State of California. Exhibitor, by executing this Agreement, submits to the jurisdiction of any and all California courts. Any dispute, cause of action or claim for relief, between or among Exhibitor, SEMA Fest Management, and the Festival Areas regarding the terms, enforcement, interpretation, administration, or performance of this Agreement shall be submitted to the California Arbitration Association for binding arbitration pursuant to the Uniform Arbitration Act as codified in California law. Exhibitor must conform to all standard fire codes of the Festival Areas, including the rule prohibiting combustible materials and explosives in and around Exhibit Areas unless approved in writing by SEMA Fest Management and Festival Areas.

12. ACCESS CONTROL

24-hour access control will be provided from the start of move-in to the end of move-out. SEMA Fest Management shall not be held responsible for the loss of any material by any cause and urges the Exhibitor to exercise normal precautions to discourage loss due to theft or any other cause. SEMA Fest Management assumes no responsibility for goods delivered to the Exhibit Areas, or for materials left in the Exhibit Areas at any time. Exhibitors are encouraged to insure exhibit property against loss or theft.

13. DISRUPTION OF FESTIVAL

In the event the Festival Areas or any part thereof, or other venues or hotels needed for the Festival, shall be destroyed, damaged by fire or other cause, or become unavailable in whole or in part, for a portion or for the entirety of the Festival for any reason whatsoever, or if any casualty or unforeseen occurrence (including but not limited to COVID-19, or other epidemics or pandemics) shall render the fulfillment of this Agreement impossible, illegal, commercially impracticable or inadvisable, including, without limitation, the requisitioning of the Festival Areas by any governmental entity, then and thereupon SEMA Fest Management shall modify the Agreement to accommodate the Festival Areas being unavailable and Exhibitor shall accept such modifications, or the Agreement shall be terminable by SEMA Fest Management at its option. Exhibitor hereby waives any claim against SEMA Fest Management for damages or compensation for such termination should the Agreement be so terminated. In the event the Festival is interrupted or canceled for any reason, SEMA Fest Management, at its option, may return a portion of the amount paid for space after deduction of any amounts necessary to cover expenses incurred by SEMA Fest Management in connection with the Festival. Such expenses shall include, but not be limited to, all expenses incurred by SEMA Fest Management as a result of contracts with third parties for the provision of services or products incidental to the Festival, all out-of-pocket expenses incurred by SEMA Fest Management incident to the Festival; and all overhead expenses of SEMA attributable to the production of the Festival. No monies will be returned should the dates or location of the Festival be changed by SEMA, but Exhibitor will be assigned space which Exhibitor agrees to use under these same rules and regulations. SEMA shall not be financially liable in the event the Festival is interrupted, canceled, moved or dates changed except as provided herein.



14. WAIVER OF LIABILITY AND WAIVER OF SUBROGATION SEMA, its officers, directors, employees, affiliates, representatives, agents, and assigns shall not be responsible for any damage, loss or injury that may happen to the Exhibitor or its agents, servants, employees or property from any cause whatsoever, except the gross negligence or willful misconduct of SEMA, its servants or employees, arising out of SEMA duties and responsibilities under the Agreement. Exhibitor expressly releases SEMA, its directors, officers, agents, employees, affiliates, representatives, assigns and/or servants from any such loss, damage or injury. SEMA and the Festival Areas assume no liability or responsibility for loss or damage to Exhibitor due to fire, theft, breakage or any other reason. SEMA and the Exhibitor agree to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property. SEMA, its staff, employees, officers, directors, affiliates, assigns and agents assume no responsibility or liability whatsoever in matters relating to restrictions imposed on any Exhibitor by any governmental agency. Exhibitors shall obtain workers compensation insurance and provide proof of it for all employees of Exhibitor if requested by SEMA.

15. INDEMNIFICATION

Exhibitor, for itself, its directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests and contractors and their personal representatives, assigns, heirs and next of kin (all referred to collectively herein as "Exhibitor") hereby releases, waives and discharges SEMA, Las Vegas Festival Grounds and Circus Circus, their directors, officers, employees, agents, affiliates, assigns, representatives, servants, licensees, invitees, patrons, guests or contractors (all referred to collectively herein as "Releasees") and each of them, from all liability to Exhibitor for any and all loss, damages, claims or demands therefore on account of injury to the person or property or resulting death of Exhibitor arising out of or relating to the Festival, including but not limited to injury, loss or death arising out of exposure to or contracting COVID-19 or any other disease or illness, whether caused by the negligence of the Releasees or otherwise (but not the gross negligence or willful misconduct of Releasees) and Exhibitor further covenants not to sue, file or maintain any action in law or equity against the Releasees in connection with any such loss, damages, claims or demands. Exhibitor hereby agrees to indemnify, save and hold harmless the Releasees and each of them from and against any loss, liability, damage or cost Releasees may incur from any and all claims, demands, actions, causes of actions, penalties, judgements and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and/or any death of persons, and damage to and/or loss of property caused by, arising from or growing out of the Festival and participation in the Festival, including but not limited to acts or omissions of Exhibitor incident to the Festival, including without limitation, any and all activities Exhibitor may be conducting at the Festival, or from any breach by Exhibitor of any term or condition of this Agreement. Exhibitor hereby assumes full responsibility for any risk of bodily injury, death or property loss or damage arising out of or related to the Festival, whether caused by the negligence of Releasees or otherwise. Exhibitor hereby agrees that this Release and Waiver, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

16. EXHIBITOR REPRESENTATIVE

The signer of the Exhibit Space Rental Application, by either electronic or wet ink signature, shall be the official representative of the Exhibitor ("Exhibitor Representative") and shall have the authority to act on behalf of the Exhibitor.