



## 2020 LORETTA LYNN EXHIBITOR RULES & REGULATIONS

1. **COVID19 CLAUSE: Due to health concerns, Exhibitor must exercise proper personal hygiene and sanitation protocols in its display area at all times, including but not limited to: social distancing (6-feet between people) or facemasks required of all guests and staff, availability of hand sanitizer, and regular cleaning/sterilization of public areas. MXS will have social distancing educational signage available for all exhibit areas. Please refer to the Event Health Plan and Covid19 Notice for further details.**

**The Event Health Plan can be found here:**

<https://mxsports.com/page/2020-event-health-plan>

**The Event Covid19 Notice can be found here:**

[https://mxs.iscdn.net/2020/07/1184\\_covid19\\_notice.pdf](https://mxs.iscdn.net/2020/07/1184_covid19_notice.pdf)

2. The facility is to open for exhibitor set-up on Friday before the event at 9:00 am, unless alternate arrangements are made with MX Sports ("MXS"). Set-up must be completed no later than Saturday before the event at 9:00 pm.
3. All non-display vehicles must be cleared from Sponsor Village by 8:00 a.m. daily.
4. Exhibitor displays shall not be removed or otherwise closed prior to 6:00 pm daily and 12:00 noon the last day of the event.
5. Exhibitors shall not conduct retail sales of any products without the prior written approval of MXS. Exhibitors who have secured such approval shall not conduct any discount, bargain or 'fire- sales', whereby products are offered for sale to the public at substantially marked-down prices or rates, prior to the final day of the event.
6. Exhibitors shall not exhibit or offer for sale any product or item that depicts a motorcycle or motorcycle image thereon, or that contains the name or image of Loretta Lynn, without the prior written approval of MX Sports.
7. Exhibitors shall not display or offer for sale any sunglasses or goggles.

8. Exhibitor shall not conduct any premium or free give-a-ways, including beverage and food product sampling, without the prior written approval of MXS.
9. Exhibitor must obtain all licenses, consents and/or permits required by any and all federal, state and local authorities, law, code, regulation or ordinance, in relation to its work and activities at the event. Exhibitors engaged in selling products must have a valid Tennessee state sales tax license and are responsible to remit all applicable sales and/or use tax.
10. MXS shall have the sole and exclusive authority to designate the location of all display areas and to make adjustments it deems reasonably necessary to improve the overall appearance, character or success of the Sponsor Village.
11. Exhibitor shall maintain its display area in a clean and organized manner, free from all debris. Any Exhibitor displays, which utilize temporary structures, such as scaffolds, tents, portable buildings or awnings, must ensure that these structures are designed to withstand normal weather conditions, including rain and wind, for the area where they are located. All enclosed or covered structures with metal frames or metal structural pieces must be equipped with grounding devices in accordance with local codes.
12. Exhibitor's employees, agents and representatives shall at all times conduct themselves in a professional manner. All staff (paid or volunteer) assigned to work at any approved exhibits or displays, shall be considered agents, employees (whether full-time, part-time, casual or seasonal), or independent contractors, reporting solely to the entity responsible for the exhibit or display. Exhibitor staff shall NOT be considered as agents, employees, or contractors of MXS.
13. Any exhibits or displays which utilize published music, utilizing PA systems, must have valid music licenses (i.e. ASCAP, BMI, etc.) which cover broadcast rights for any music used or broadcast from that exhibit or display. No music or other use of personal PA systems shall be allowed during opening ceremonies, the national anthem, or award ceremonies. MXS has sole and exclusive discretion to determine reasonable display sound levels.
14. **Fire Extinguishers.** All displays, tents, motor vehicles, motor homes or campers over 20 feet in length, must have fully functional fire extinguishers readily available in the event of an emergency.
15. The use of mulch or chips is not permitted without prior approval.
16. Race participants may not pit directly from the Sponsor Village without prior approval.
17. No alcoholic beverages permitted in the Sponsor Village during racing hours.
18. **Insurance:** Exhibitor shall at its own cost and expense acquire and maintain in full force and effect throughout the event, product and contractual liability, advertiser's and comprehensive liability insurance policies of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate with respect to Exhibitor's products, display and services, and shall name MX Sports, Inc., the American Motorcyclist Association, Loretta Lynn Ranch, Inc., Loretta Lynn Enterprises, Inc., and Loretta Lynn, individually, as additional insureds therein. Such insurance shall provide protection against insurable loss, costs, expenses, claims, demands, liabilities, causes of action or damages arising out of any defects or

deficiencies, alleged or otherwise, of the Exhibitor's products, or any representation used in connection therewith or false advertising, fraud, misrepresentation, libel, slander or other similar causes. Each policy shall provide that it may not be changed or canceled without providing MXS with written notice at least thirty (30) days in advance. Exhibitor shall furnish MXS a certificate of insurance evidencing same prior to the event.

19. **Indemnification:** Exhibitor shall protect, defend, indemnify and hold harmless Racer TV, LLC, MX Sports, Inc, the American Motorcyclist Association, Loretta Lynn Ranch, Inc., Loretta Lynn Enterprises, Inc., Loretta Lynn, individually, their officers, employees, agents and representative and related parties from and against any and all costs and expenses, damages, claims, suits, actions, liabilities, losses and judgments, including, without limitation, reasonable attorneys' fees and legal expenses, based on, arising out of or in any way related or connected with (i) any claim arising from the display, sale or use of Exhibitor's goods or services, and/or (ii) the negligence or willful misconduct of Exhibitor, its employees, agents, representatives or contractors, in each case, in connection with the event and its activities at the event.

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