



2023 Vendor Application

59th National Championship Air Races and Air Show September 13-17, 2023

Company Name: _____ Booth Name: _____
 Company Contact: _____ Title: _____
 Contact Phone #: _____ Contact Email: _____ Website: _____
 Address: _____ City: _____ State: _____ Zip Code: _____
 Onsite Contact: _____ Cell #: _____
 Federal ID or Social Security #: _____ (*Tax Exempt? * Please supply proof w/application)
 Accounts Payable Contact: _____ Phone#: _____ Email: _____

Vendor Space

Vendor Booth Fees (NV Entertainment Tax Included)				
Early Registration: Receive \$100 off space fee if paid in full by April 1, 2023, \$50 off if paid in full by May 28, 2023				
Booth Size	Space Fee	Commission Deposit	Total Price	*Early Payment Prices*
10' x 10'	\$700	\$800	\$1,500	\$1,400/\$1,450
10' x 20'	\$1000	\$800	\$1,800	\$1,700/\$1,750
10' x 30'	\$1,300	\$800	\$2,100	\$2,000/\$2,050
10' x 40'	\$1,600	\$800	\$2,400	\$2,200/\$2,250
20' x 20'	\$1,600	\$800	\$2,400	\$2,300/\$2,350

Booth size requested from above table: _____

- Other Sizes: Price determined based upon size \$ _____ (Please call for pricing)
- I need additional space in front /to the side of my tent/trailer. Please indicate space needs:

Space Fee (\$ _____) + Commission Deposit (\$800) + Register Rental (\$50) = Total \$ _____

Total paid with application: \$ _____ **Full Amount due by June 30, 2023:** \$ _____

Please Note: Use of RARA cash register, your own cash register, or an electronic method to record all sales in **MANDATORY**. RARA cash registers can be rented for \$50 which is due with this application. The RARAcash register will be returned in good condition on Sunday to the Vendor office.

Method of Payment: Check enclosed Check Number: _____ Charge my Credit Card: Visa/MC/Discover/AMX
 Name on Card: _____ Card Number: _____ Exp. Date: _____ CID: _____

No application will be considered for approval until the space fee and commission deposit (\$800) has been paid. Application and payment in bill must be received by June 30, 2023. Completion of this application does not guarantee vendor acceptance. Any vendor whose application is rejected will receive a refund of all fees paid. Please read the Vendor Sales Agreement before submitting this application. By submitting this application, you agree to be bound by the terms of the Vendor Sales Agreement. This Application and the Vendor Sales Agreement shall not become effective, and are not binding upon Reno Air Racing Association, Inc. ("RARA") until they have been accepted and approved in writing and signed by an authorized officer of RARA after all required documents are received.

I am a returning vendor. Please describe space/tent needs that are different from last year.

I am a new vendor for 2023. A picture, sketch or diagram of your concession is required from all new vendors.

I wish to provide my own tent/trailer setup. Vendors may use their own tents in certain locations with RARA approval. Due to wind concerns lightweight pop-up canopies are not permitted. Water barrels will be provided. A photo of your tent must be included with the application. RARA tents must be used for G1 - G37 spaces and some S locations.

I will be taking orders for products to be shipped later. Commission is still due at the event for such orders.

I will need electricity. RARA has a limited number of 20-amp standard service electrical outlets available. If your equipment requires additional power, additional fees may apply. Generators that are small and quiet may be permitted. The Make/Model and size of the generator must be submitted for approval by July 28, 2023.

Please list the equipment you plan to use that will need electricity: *(RARA cash registers require electricity):*

For non-standard electrical equipment, please indicate the following:

Watts_____Amps_____Volts_____

Proposed items of sale: Please provide a description and the unit price for all items proposed to be sold. Attach an additional sheet if necessary.

Item Description	Price per Unit
	\$
	\$
	\$
	\$

*No items may be substituted, deleted or added without prior written approval by RARA. *

Credentials and Insurance Information

All entrants into the Reno/Stead Airport will be required to wear/display appropriate credentials, beginning Monday, September 11, 2023. Entrants must check in at the Vendor Office, located at the corner of Mt. Vida St. and Alpha Ave., just outside of the main gate, to pick up credentials.

Credentials will be issued in the form of wristbands, which will be used **to identify vendors and provide access to their booths**. WRISTBANDS ARE NON-TRANSFERABLE. **Season wristbands** may only **be worn by the person** for whom such credentials were issued. **If** different individuals will be working your booth on different days during the event, **you may request daily wristbands instead**. Each vendor **will be issued the equivalent of up to 2 season wristbands per day**, per **100 sq. ft.** of booth space. Vendors **may purchase** additional wristbands for **\$130.00 each**. The number of wristbands available for purchase is limited to the number of wristbands issued to each vendor. For example, vendors reserving **a 10'x 10'** space will be issued 2 wristbands and may purchase up to **2** additional wristbands, vendors reserving **a 10' x 20'** space will be issued **4** wristbands and may **purchase up to 4** additional wristbands, etc.

Number of Wristbands you will **receive** with your Booth: _____ Season Daily

of Requested/Purchased **Season Wristbands**: _____ **or Daily** (Sets of 5, one for each day): _____

Number Purchased _____ x \$130 each = \$ _____

Method of Payment: Check enclosed Charge my Visa/Master Card/Discover/American Express

Card Number: _____ Name on Card: _____

Exp. Date: _____ CID#: _____

Check Number: _____

Names of all Booth Workers: _____

All Persons who receive credentials must sign a Release of Liability upon arrival at the Event

Season Vendor Parking Permit—Provides parking for supply vehicles and individuals working all week in vendor booths. *Vendor Parking Permits are non-transferable.* (You may request up to **2 per booth, booths 10x40 or larger my request up to 3 per booth. Additional parking is available for \$10 a day in the vendor parking areas.**)

Number of Parking Permits: _____ **Number of Purchased Parking Permits:** _____

Supply Parking Pass—used to gain temporary vehicle access for re-supplying your booth before or after the event each day. Re-supply must be performed before **7 am**. At all other times, vehicles must be parked in the Vendor Parking lot. No pass is needed for setup on Monday and Tuesday as well as for tear down for most locations. Vendors in the Pit Area will need provided passes for Monday and Tuesday. You may request up to **2 per booth**. Passes are transferable between vehicles.

Number of Supply Permits Requested: One Two

Insurance Requirements

A **Certificate of Insurance** for general liability (minimum of \$1,000,000), naming the **Reno Air Racing Association, Inc., dba national Championship Air Races, its Directors, Officials, President and CEO, Employees, Volunteers, Agents, Underwriters and Sponsors, Washoe County, City of Reno, Reno- Tahoe Airport Authority, University of Nevada, Reno** as ***additional insured*** is **MANDATORY**. The **insurance certificate must be received in our office** by **July 29, 2023**, or your application could be rejected. Insurance must be valid from your first day of setup to your teardown date (e.g., Sept. 11 to Sept. 17, 2023) Fax the certificate to 775.972.6662 or mail it to Reno Air Racing Association (RARA), 14501 Mt. Anderson Street; Reno, NV 89506.

Name of Insurance Provider: _____

Name of Insured (as it appears on insurance certificate): _____

2023 Vendor Sales Agreement

59th National Championship Air Races and Air
Show September 13-17, 2023

Contact Name: _____ Company: _____

Upon signing this Vendor Sales Agreement (this "Agreement"), the Reno Air Racing Association, Inc., dba The National Championship Air Races (hereinafter referred to as the "Association"), grants to your organization the concession to sell approved merchandise at the National Championship Air Races as per the below listed policies and terms. Please make a copy of the entire application and this agreement for your records. This agreement is not binding upon the Association until it has been duly accepted and signed by an authorized officer of the Association after all required documents have been received. Vendors will not be allowed to move into their booth or space without full payment of all fees and the submission of all documents required by this Agreement and as stipulated on the Vendor Application.

Vendor Application: The *Vendor Application* must be completed and submitted to the Association's office by **June 30, 2023** to reserve the best available space. The Association must receive all required documents (including proof of insurance) by **July 28, 2023**. The Association reserves the right to move or reject any Vendor who fails to submit all required documents to the Association by this date. Please note that space is limited.

Completion of the application does not guarantee vendor acceptance. Any Vendor whose application is not accepted will be entitled to a refund of all fees paid. Applications received after noon on June 30, 2023, will be accepted on a case-by-case basis. On the application, vendors must provide a current employer identification number or social security number with corresponding business or personal name, address and phone number. This information will be used for reporting Nevada State Sales Tax.

Credentials, Booth Request and Insurance: Please fill out the *Credentials, Booth Request and Insurance* sections included with your Vendor Application to order the credentials and parking permit(s) needed to access your vendor space during the event. **No credentials will be issued unless all costs/fees are paid in full, each person working at the vendor's booth has signed a release of liability, and a Certificate of Insurance is on file with the Association.** Vendors must report to the Vendor Office located outside of the main gate to verify booth assignments and receive credentials prior to booth setup.

Insurance: A *Certificate of Insurance* for general liability (minimum of \$1,000,000) naming the **Reno Air Racing Association, Inc., dba National Championship Air Races, its Directors, Officials, President and CEO, Employees, Volunteers, Agents, Underwriters and Sponsors, Washoe County, City of Reno, Reno-Tahoe Airport Authority, University of Nevada, Reno** as additional insureds, is **MANDATORY**. Insurance must be valid from your first day of setup to your teardown date (e.g., Sept. 11 to Sept. 18, 2023) The insurance certificate must be received by the Association on or before **July 29, 2023**, or application may be rejected. Please fax the certificate to 775.972.6429 or mail it to Reno Air Racing Association, 14501 Mt. Anderson Street, Reno, NV 89506.

Auto Insurance: Any vehicle entering the event area (e.g., for setup, re-supply and teardown) must carry valid Auto Insurance at all times. You will need to show proof of insurance if requested.

Release of Liability: Vendor shall be responsible for the exhibit, purchase and sale of Vendor’s products and operation of the booth at Vendor’s own risk. Vendor agrees to release, indemnify, defend and hold harmless the Association, the Reno-Tahoe Airport Authority, their respective officers, agents and employees (collectively, the “Releasees”) from any and all claims, liabilities, losses, causes of action, suits for damages or other proceeding occurring or resulting from any property damage or loss (including, but not limited to losses of goods, wares or merchandise), or injury to any person (including, but not limited to, Vendor and any persons to whom the Vendor may be liable under any Worker’s Compensation Law) caused by, arising out of, or in any way related to Vendor’s exercise of the privileges granted herein.

The Association will not be responsible for protecting the Vendor’s property against theft, fire, accident or any other destructive cause, or for any injury that may arise to the public in the Vendor’s area, or to the Vendor or its employees on the event premises. All persons who receive credentials will be required to sign a personal release of liability before credentials are issued.

The Vendor acknowledges there is a risk of mechanical and human failures incident to these races and hereby assumes all risks including, but not limited to, the risks of serious bodily injury and death. Vendor agrees to release the Releasees and all agents, sponsors, operators, and other participants from any and all claims relating thereto regardless of fault.

Air Race Dates and Hours

Vendor Setup Schedule: Vendor setup will be Monday, September 11, 2023 and Tuesday, September 13, 2023, from 8:00 am to 5:00 pm each day. **All Vendors must be setup by 5:00 pm on Tuesday, September 12, 2023.** Early arrivals are encouraged. **Vendors will not be able to setup during operating hours on Wednesday.**

Event Schedule: The event is scheduled to take place between Wednesday, September 13, 2023, through Sunday, September 17, 2023, from 8:00 am to the end of the last race (approximately 5:00 pm) each day. At least one Vendor representative must be present at the Vendor’s booth at all times during the event. (Please note that the gates open at 7:00 am. If you are re-supplying your booth, you must move your supply vehicle before that time.)

Vendor Space Fee: The fee schedule for booth space at the 2023 National Championship Air Races is as follows: (see vendor application for early registration discounts)

<u>Size</u>	<u>Furniture Provided</u>	<u>Space Fee</u>	<u>Commission Deposit</u>
10' x 10'	Tent w/1 draped table & 2 chairs	\$700.00	\$800.00
10' x 20'	Tent w/2 draped tables & 4 chairs	\$1000.00	\$800.00
10' x 30'	Tent w/3 draped tables & 6 chairs	\$1,300.00	\$800.00
10' x 40'	Tent w/4 draped tables & 8 chairs	\$1,600.00	\$800.00
20' x 20'	Tent w/4 draped tables & 8 chairs	\$1,600.00	\$800.00

The space fee includes 110 volts 20-amp electrical service (**if requested on application form**), tent and furniture as indicated above, and airport permit fees. The space fee is due at the time of application and no application will be accepted without it.

Sales Commission: All vendors will pay the Association a twenty percent (20%) commission on gross sales, net of sales tax. The commission deposit of \$800.00 for each sales location will be due with the application. If a vendor is accepted after July 28, 2023, the commission deposit will be due with space fee and the application.

The commission deposit will be applied to the percentage of gross sales payable to the Association and constitutes a non-refundable charge on the sales rights granted by this Agreement. No portion of the commission deposit will be refunded to the vendor, regardless of whether the deposit exceeds 20% of the vendor’s gross sales.

Cash Handling Procedures

Price Signs: All sales Vendors shall post the price of all their sale items for the public in plain view. You may elect to include Nevada Sales Tax in the price or add it separately with each transaction. You are required to display signage indicating how Nevada Sales Tax is added.

Daily Accounting: Upon closing each day, you must check in with the Vendor Office to pay commission and sales tax for that day's sales. Cash is preferred. Credit Card (Visa, MasterCard or Discover) is also accepted. The use of checks will require pre-authorization with the Director of Finance. You will be required to bring in a cash register tape or other receipt showing each sales transaction you make. You will also need to bring in any "order" forms taken for shipments of products at a later date. The register tape or receipt total minus any tax-exempt sales will be used to calculate the Sales Tax. The commission is determined based on all sales and "orders" taken. You must make the final deposit of receipts to the Association **before** dismantling your booth.

Sales Tax Collections—Payment of Nevada Sales Tax of 8.265% is the exclusive responsibility of the Vendor. However, the collected tax is to be paid to the Association and the Association will submit one report when the event is completed. You will receive in the mail a receipt of taxes paid to the State of Nevada after the close of the event. Each Vendor is responsible for paying the collected sales tax each day along with the daily commission. Failure to do so will result in removal from the Air Races and may result in collection actions by the Nevada Department of Taxation.

If you hold a tax-exempt status, you must furnish proof of the status with your application.

What transaction is considered a taxable sale? Any exchange of product for money onsite is considered a sale and is subject to the payment of Nevada State Sales Tax. Any "orders" taken for a product that is to be shipped *from* outside of the State of Nevada *to* a location outside of the State of Nevada is exempt from paying sales tax in Nevada. "Orders" to be shipped *from* any state *to* an address in Nevada is considered a standard sale and must include sales tax. All shipping and handling charges regardless of destination are subject to sales tax and the sales tax should be collected.

Records of all "orders" must be brought to the end of day reconciliation session. All products sold onsite or "orders" taken are subject to the collection of commission. There are no exceptions.

Cash Control Procedure: Each individual sale will be rung up on a cash register or electronic device while the customer is present. Each sale, regardless of the method of payment used (cash, credit card, check), must be entered into the cash register or electronic device. Any change due will be given to the customer. A receipt will be offered for each transaction. Process each sale completely as they occur.

Cash Register rented from the Association: A \$50 rental fee will be due with the application. The cash register must be returned at the end of day, Sunday, in good condition. If a register is not returned or returned damaged an additional \$100 will be charged to cover the replacement cost. Vendors have the option to use their own cash registers.

Any vendor, vendor employee, volunteer or person involved in any form of sales not in compliance with the foregoing cash handling procedures will be immediately removed from the event premises, without a refund of any fees.

Booth Setup Information

Space Allotment: Your space allotment is available in increments of 10' x10'. Your tent will use the entire space unless you request a smaller tent, such as a 10' x 10' tent on a 10' x20' space. Due to the enforcement of fire lanes and visibility issues, **you are not allowed to use additional space in front of or outside of your allotted space. All merchandise must be within the purchased space (5 feet out). This will be strictly enforced. If you need more space, you will need to pay for a larger size area. Sandwich Boards and signs must be less than 4ft tall.** Certain areas of the event premises have greater flexibility in terms of extra space availability. We will do our best to work you into one of these spaces, however, an additional space fee may apply. Please indicate your space needs on the application and include a drawing of your anticipated setup.

Space requests for trailers should include pop-outs, awnings, free-standing display items and tow vehicle (even if tow vehicle will not be connected to the trailer during the event, we need to know the size to allow for maneuverability into the assigned space).

Tents, Furniture, Freight Handling, Labor, and Carpet: RARA tents (3 sides with top) and furniture are provided as specified in the *Vendor Booth Fees* listed on the first page of the *Vendor Application*. Larger tent configurations are available upon request. Please indicate your booth size requirements on the *Vendor Application*.

GNG Logistics is able to provide additional services for you beyond what the Association can provide. Therefore, if you have requests for additional tables and/or chairs, display racks, carpet, grid wall, etc. or if you need freight handling or labor to setup your booth, contact Dana Brown, Logistics Manager with GNG Logistics at (775)473-9223.

The Association will not accept any shipments of freight at our location. If you need to ship freight to the event premises, you must contact GNG Logistics. The Association is not responsible, nor will it arrange to provide, movement of freight and any kind of labor for the installation, removal or servicing of any vendor space.

Vendors utilizing their own tents, canopies or shade covers should be aware that this is an outdoor event in an area where sudden gusting winds are common. Permission to erect vendor-owned displays must be reviewed and approved by the Association. Displays which cannot be properly secured to withstand high winds will not be permitted (e.g., EZ UP Canopies). Water barrels will be provided. Vendor assumes all liability and responsibility for their own tents.

Electricity: There are a limited number of 20-amp standard service electrical outlets available. If your equipment requires additional power, there may be additional fees. Generators that are small and quiet may be permitted. The Make/Model and size of the generator must be submitted for approval by July 30, 2023. **If you plan to use electricity, please bring a 100-ft, heavy-duty extension cord.** A three-prong twist lock to standard plug, OSHA-approved junction box adaptor is required to facilitate your power hook-ups.

This adapter will be provided for use at the event—**DO NOT** take them home with you. All Vendors who plan to use electricity must indicate so on the *Vendor Application*. ***It is imperative that the electrical portion of your application be complete and accurate for proper placement of your concession on site.*** Electricity may not be available during event setup but will be in place by opening day. Please plan your setup accordingly.

A disruption of electrical, telephone data lines, water, etc., due to any cause, shall not void this Agreement and the Association shall have no liability for such disruptions.

Wireless Internet: If you plan to use a wireless access of the internet, be aware that during the event, high cell phone usage can cause delays in processing data. The Reno Air Races plans to have wireless available, however; a back-up plan is highly recommended.

Booth & Space Clean Up: At the end of each day during the event, each Vendor is responsible for the clean-up of their sales area. All equipment, whether tents, trailers or push carts, must be left in an attractive, clean condition and in good repair. Vendors must care for and keep their occupied space in good order. Vendors must ensure that they remove any dangerous conditions from their spaces and take every precaution possible to avoid the possibility of injuries to visitors, guests or employees.

Booth Security: Tents supplied by the Association **do not** come with a front enclosure (4th side).

GNG Logistics has limited number of front enclosures available on a first-come basis. It is strongly recommended that you provide your own front enclosure (such as a tarp) and clamps or ties to secure your tent during non-operational hours. While the Association provides 24-hour security onsite, the Association is not responsible for the loss of your goods for any reason.

Parking: A Re-Supply Parking Pass will be issued to each Vendor for their supply vehicle. The vehicle may come inside the gate to re-supply during non-event hours. Vendors may not park their supply vehicle in any space other than designated Vendor parking areas. Fire lanes must remain unobstructed at all times. Violator's will be ticketed by the appropriate authority and their vehicles towed at the owner's expense. After loading/unloading, all vehicles must be moved and parked in the designated *Vendor Parking Lot*. Supply parking permits for most Vendors are not needed for setup before September 12, 2023, or after 5 pm on September 17, 2023. Vendors in the Pit Area will be given supply passes for Monday and Tuesday. All vehicles entering the event area must have valid Auto Insurance coverage.

The Vendor Lot is located at the east end of the airport. Vendors will be issued up to 2 Vendor Parking Permits per booth to park in that lot. (Larger booths will receive 3 Vendor Parking Passes)

Camping: The Association has a limited number of dry camping spaces available for RVs. You may purchase a reserved space in advance by contacting the Association office. Overnight sleeping is not allowed in any area other than the designated RV parking/camping areas.

Products Approved To Sell: Vendor expressly acknowledges that Vendor, its employees, volunteers, or other agents are prohibited from distributing, selling or displaying any products except as set forth in the Vendor Application and as approved by the Association. Vendors must submit a written request to the Association's at least one month prior to the event to change any articles, products and/or services for sale. Sales of flying objects (any type of umbrellas, kite, balloon or model airplane, toys that shoot, fling or are otherwise operated by rubber bands) are strictly prohibited. Weapons such as guns and knives, including small pocket knives, are also strictly prohibited. Explosive devices of any kind will not be allowed.

The Vendor hereby represents, warrants, and certifies that Vendor is an authorized dealer, distributor, manufacturer or licensee of all articles, products and/or services that are distributed, sold, or displayed at the Event.

Products Approved to Give Away: No food, beverage or merchandise (i.e., balloons, visors, sunglasses, T-shirts, etc.) sold by vendors may be given away anywhere on the Air Races grounds. Such acts conflict with concession rights held by others. Vendors expecting to dispose of sample and gift items must obtain written permission from the Association.

Literature: All literature that is to be distributed or displayed at the event must be received and approved by the Association by July 30, 2023; otherwise, the Vendor will be prohibited from distributing or displaying said material.

Exclusivity: Except as provided in a written sponsorship agreement between the Vendor and the Association, the Association will not grant or guarantee an exclusive sale right to any Vendor for any item or items sold at the Air Races.

Use of Logo: Products to be sold, offered for sale or otherwise distributed at the event shall not include any words, graphics, designs, photographs or a combination thereof commemorating, denoting, referencing or otherwise suggesting some association between the Vendor and the Association and/or the National Championship Air Races. The term "National Championship Air Races," "Reno Air Races" and the pylon logo, in particular, are registered trademarks of the Association, the unauthorized use of which is strictly prohibited. Examples of prohibited wording include, but shall not be limited to "National Championship Air Races," "Reno Air Races," "2023 Air Races," etc.

Requests for exemption for any prohibited wording/graphics must be presented in writing to the President/CEO of the Association and a copy of the proposed artwork should accompany the request. **Violators of this policy will be removed from the Air Races premises and prosecuted for infringing the Association's rights.**

Raffles/Drawings: Raffles or drawings that have been approved by the Association and which comply with all applicable Federal, State and Local statutes and ordinances will be permitted. All raffles/drawings must be registered with Association before this Agreement may be approved and accepted by the Association. The names and addresses of the winners must be submitted to the Association within 30 days of the final day of the event. Drawing entries must be kept in secured containers so as not to litter the event grounds.

Rules of Conduct: The Association reserves the right to stop and remove and/or relocate any Vendor or their representative(s) from exhibiting, selling or performing any act or practice which, in the opinion of the Association, is objectionable, interferes with the performance of others or creates a health, safety or fire hazard. **Use of loud noise makers (e.g., bull horns, megaphones, loud music, loud motors, etc.) is strictly prohibited.**

All Vendors are expected to conduct themselves in a professional manner and will be asked to leave immediately, upon a violation of the rules set forth in this Agreement. Any unruly conduct, refusal to follow rules, or use of foul language towards patrons or personnel will be considered grounds for immediate expulsion from the Air Races. **Vendors in violation of these rules will not be invited to return to subsequent Air Races.**

The Association provides a service to both Vendors and Air Races fans. It is our policy to maintain clean facilities and neat grounds and to respect our visitors. We must insist that our Vendors provide the same respect for our fans as well as fellow Vendors. For the mutual benefit of our vendors and guests, we retain the right to remove any Vendor from the event premises if the Association determines, in its sole and exclusive judgment, that the Vendor has violated our rules of conduct or otherwise fails to comply with the terms of this Agreement. **Members of the Association staff dedicated to monitoring activities of Vendors and Exhibitors will continuously monitor the event premises to ensure that vendors, guests, and other persons on the event premises adhere to all policies and procedures.** The Association shall have the sole and absolute discretion to remove any person or persons from the event shall be final, and any decision to remove any person from the event shall not be questioned.

General Policies and Rules

Refund and Cancellation: Vendors desiring to cancel a booth or space after executing this Agreement must submit a request in writing to the Association. All refunds are subject to approval of the President and CEO of the Association. A minimum of a \$100 cancellation fee will apply. **No refunds will be made after August 1, 2023.**

Inclement Weather/Event Interruption Policy: In the event of inclement weather or should the Air Races be interrupted in any way, regardless of cause, the Association will do everything reasonably possible to continue or resume the Air Races at the earliest opportunity. There will be no refunds if the event is postponed due to weather or other causes beyond the Association’s power. The request to close any booth early must be made to the Corporate Operations and Finance (or designee) onsite prior to the closing of the booth.

Air Race Attendance: The Association is not responsible for decreases in normal Air Races attendance due to acts of God, weather, or any other cause.

Nevada Bad Check Law: “The issuance of a check or draft without sufficient money or with the intent to defraud is punishable by imprisonment in the county jail for not more than 6 months or by a fine of not more than \$1,000 or by both fine and imprisonment.” Vendors’ checks issued to RARA and returned for insufficient funds will be aggressively pursued for criminal prosecution. Further, any Vendor issuing a check that is returned shall be precluded from any further business opportunities with the Association. Vendors are responsible for any returned check fees.

Credit Cards: At this time, we only accept Visa, MasterCard, American Express and Discover Card for payments via credit cards.

Local, State, and Federal Statutes and Ordinances: Vendors shall comply with the laws, rules, regulations and codes of the State of Nevada, Washoe County, City of Reno, Reno-Tahoe Airport Authority and the Association that may include, but are not limited to, Worker’s Compensation, insurance, health and safety, fire, construction and utilities. In addition, Vendors must comply with all applicable Federal, State and Local

statutes and ordinances and must assume full responsibility for the payment of all sales, use and processor interest, taxes, assessments and/or fees occasioned by their use of the premises.

Fire Marshal Regulations: All Vendors are required to abide by rules and regulations as set forth by the City of Reno Fire Marshal's Office. Deputies of the Fire Marshal will be on the grounds during move-in as well as Air Races event days to inspect booths and may demand the removal of any exhibits not conforming to rules.

Miscellaneous Terms of Agreement

Your organization shall act as an independent contractor and not as an agent or representative of the Association. You shall not hold yourself out as speaking for or on behalf of the Association nor permit anyone under your authority to do so.

In determining the number, size and location of booths, the Association will not be unreasonable or arbitrary, but the Association may consider the needs and requirements of other Vendors, exhibitors, traffic, crowd control and other matters relevant to the operation of the event.

You shall designate in writing the name, address and telephone number of the responsible person in your organization who is authorized to speak for and to fully represent your organization in connection with the Vendor. You may at any time change representatives by a new written designation. Unless otherwise specified, the contact name and contact information provided on the *Vendor Application* will constitute this designation.

This concession is granted specifically to your organization and may not be transferred, assigned or subcontracted, in whole or in part, without the written consent of the Association. **No sharing of booth space with another Vendor is allowed without express written permission from the Association.**

The foregoing concession privilege is granted for this year's event only, and neither your organization nor the Association shall be obligated for any future year. If the terms of this agreement are accepted, it will be your responsibility to perform in a manner that creates a favorable public impression and goodwill for the National Championship Air Races and for the community at large.

Please sign below and return to the Association to indicate your acceptance of the agreement. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties thereto.

Accepted and agreed to by:

Vendor Company _____ Date _____

Official Representative Printed Name _____

Official Representative Signature _____

_____ Date _____

Tony Logoteta
Chief Operating Officer
Reno Air Races Association, Inc.

59th National Championship Air Races and Air Show

September 13-17, 2023

Vendor Application Checklist

Did you remember to?

- Include a Tax ID number or social security number for tax purposes? The "Company" name should match that of the Tax ID or name on social security card.
- Send payment with your Application and Sales Agreement? Space fee, commission deposit and cash register rental fee are due with application. Application and payment in full are due by July 28, 2023.
- Complete the *Credential Request* section requesting wristbands, parking and supply passes for all your booth workers?
- Read through **ENTIRE** Vendor Agreement and sign it? New Vendors please include pictures, diagrams, descriptions of your display and products?
- Include a copy of your insurance Certificate? Due by July 28, 2023.
- Make a copy of your application, vendor agreement and credential request form for your own records?

Contact Ardith Carrick with any questions you have? 775.972.6663 or email acarrick@airrace.org

Mail completed application to:

**Reno Air Racing Association
Vendor Application
14501 Mt. Anderson St.
Reno, NV 89506**

Or email to

acarrick@airrace.org

Or FAX completed application to

775.972.6429

If faxing, please call Reno Air Races to confirm receipt.

59th National Championship Air Races and Air Show

September 13-17, 2023

Contract Review

Please read and initial each point. Refer to the contract for further explanation.

1. I shall display price signs for each item of sale. I may elect to include Nevada Sales Tax in the price or add it separately with each transaction. I will display signage indicating how Nevada Sales Tax is added. **Initials** _____
2. I will use a cash register or electronic device to enter each sale, whether it be by cash, check or credit card. I will give any change due to the customer. I will give a receipt of the sale to the customer. I understand failure to follow these and all cash control procedures outlined in the contract will result in my immediate eviction from the event. **Initials** _____
3. I understand "sharing" my booth with another vendor is strictly prohibited. **Initials** _____
4. I am using my own cash register or renting a RARA cash register. **Initials** _____
5. I understand I must bring a cash register tape, receipts, and any "order forms" taken to the Vendor Reconciliation Office at the end of every day, regardless if sales occurred that day or not. I will do this before I begin dismantling my booth on the final day. **Initials** _____
6. I have read, reviewed, and understand the Vendor Application and the Vendor Sales Agreement. **Initials** _____