



### Terms, conditions, rules and regulations

The exhibitor hereby applies to the City of McAllen ("CITY"), producer of the "McAllen International CarFest" ("SHOW"), a custom auto show, to have the vehicle described above displayed therein agrees that, if the application is accepted, he/she will display the vehicle at the SHOW under the following terms and conditions:

#### **Exhibitor agrees to obtain insurance.**

The show may necessarily over-book by 10%. In such a case where space is not available for an entry already accepted to the show, the CITY will have the sole authority to deny entrance to the building to vehicles arriving after the building capacity has been reached. Exhibitors denied access to the building will be refunded any monies paid to the CITY, upon request.

The CITY shall have final authority to determine the locations of an Exhibitor's display within the SHOW and the Exhibitor's compliance with the aforesaid rules, regulations and policies.

Once the Exhibitor's display and/or vehicle are set up in the SHOW, the display shall not be removed or concealed by the Exhibitor prior to the end of the SHOW without the permission of the CITY.

The Exhibitor hereby assumes all risk and shall be solely responsible, hereby waiving any claim against any third party including but not limited to a Producer for any loss or damage to all or any part of the Exhibitor's personal property, which shall specifically include, but not limited to, the Exhibitor's vehicle, trailer, display, material and/or parts. The Exhibitor hereby expressly waives any and all rights covering the above and assumes full responsibility for any loss or damage. Exhibitor agrees that this signed entry blank supersedes any and all prior and/or contemporaneous agreements and understandings whether written or oral between Exhibitor and the Producer, the Producer's employees, show staff, representatives and sub-contractors.

No promotion and/or advertising is allowed with entries unless they are appearing in conjunction with paid commercial space. A single sign may be used to identify major modifications, who did them, and what equipment was used, but large ad signs, handbills, or business card distribution is strictly prohibited.

In consideration of this entry, the Exhibitor and those persons within Exhibitor's direction and/or control agree to permit the CITY or its assigns the use of their names and pictures of the entered vehicle for publicity, advertising and commercial purposes (including newspapers, magazines, radio, internet and television) before, during and after the event, and hereby relinquish any rights whatsoever to any photos taken in connection with the event, and give permission to publish or sell or otherwise dispose of said photographs to the CITY or its assigns. All publicity and advertising rights are reserved by the CITY or its assigns.

EXHIBITOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF CITY, AND REPRESENTATIVES OF CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AN AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITES OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, BODILY INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO EXHIBITOR'S ACTIVITIES UNDER THIS EXHIBITOR AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF EXHIBITOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR PERSON AND/OR MINOR UNDER THE CONTROL OF EXHIBITOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS EXHIBITOR AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. EXHIBITOR SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR EXHIBITOR KNOWN TO EXHIBITOR RELATED TO OR ARISING OUT OF THE EXHIBITOR'S ACTIVITIES UNDER THE EXHIBITOR AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT EXHIBITOR'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING EXHIBITOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS LICENSE AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT, IS AN ENDEMNITY EXTENDED BY THE EXHIBITOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, EXCLUDING HERE THE CAUSE OF THE INJURY, DEATH OR DAMAGE WAS A CONSEQUENCE OF THE CITY'S SOLE NEGLIGENCE UNDER THIS AGREEMENT. EXHIBITOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF CITY. ANY CLAIM OR LITIGATIONS BROUGHT AGAINST CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY AS SET FORTH ABOVE.

This agreement will; be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this LICENSE shall be in Hidalgo County, Texas. This LICENSE is made and is to be performed in Hidalgo County, Texas, and is governed by the laws of the State of Texas.

SIGNATURE: By signing this Agreement the Licensee hereby acknowledges that all terms and conditions, rules and regulations and schedules are understood and accepted.

