

"THE PIT" PIT SPACE RENTAL APPLICATION

July 5-14, 2021





Thank you for your interest in supporting USA Cycling Mountain Bike National Championship Nationals by setting up in The Pit! If you missed out on space in the Vendor Village, The Pit is easily accessible from the base on foot or bike and, with placement near the front of the North Bench Parking lot, guarantees quick load in each day for your team or staff!

Winter Park Resort is the official lodging partner of USAC MTB Nationals and will be offering 30% off the prevailing rate at Vintage Hotel, Fraser Crossing/Founders Pointe Condominiums, Parry Peak Lofts, Iron Horse Resort or Zephyr Mountain Lodge based on general availability at the time of individual booking.

RSVP for lodging at Winter Park Resort by using the following URL: <u>USAC Lodging</u>.

Please complete all forms in the packet and submit via e-mail by June 30, 2021. For more information or any questions about participation, please contact Tamara Davis at

21TDavis@gmail.com.

| We look forward to seeing you at this year's event! |
|---|
| Sincerely, |
| Winter Park Resort |

IMPORTANT EVENT INFORMATION

Event Dates: Monday, July 5, 2021—Wednesday, July 14, 2021

Load-in: Monday, July 5, 2021 (Times TBD based on footprint and placement)

Event Overview: USA Cycling with the support of Intrawest/Winter Park Operations Corporation shall host various races of different disciplines. The USA Cycling Mountain Bike National Championships bring over 1700 unique participants and numerous family, friends, and spectators to take part in a 10 day long mountain bike festival. The Championships include an Olympic-style cross-country race, a short-track cross-country race, a downhill race, a team relay, a dual slalom race and an enduro for pros, juniors, and amateurs. New this year are the High School National Championships in the cross-country discipline.

Event Schedule: You can visit the following site for more information regarding the competition: <u>USA Cycling</u>

To learn more about Winter Park, and activities for guests and spectators visit Winter Park Resort's website.

Attendance: We anticipate over 3,000 people which includes racers, team support, families, friends and spectators for the ten day event.

Lodging Deal: Secure a 30% discount and stay at the base of the event at Winter Park Resort by using the following link: <u>USAC Lodging</u>.

Please complete all forms in The Pit Space Rental Application and submit forms via email. (21tdavis@gmail.com)

Want to be closer to the finish or in the Vendor Village at the base? Have products or services to promote? Please contact Tamara Davis.

Tamara Davis | 970.531.1833 | 21TDavis@gmail.com

"THE PIT" SPACE RENTAL APPLICATION

Please fill out The Pit Space Rental Application below and sign Agreement and Terms of Participation.

| Send documents to: | 21TDavis@gmail.com | | |
|---------------------------|------------------------------------|--------------|--|
| Company Name: | | | |
| Mailing Address: | | | |
| | | | |
| | | | |
| City: | State: | Zip: | |
| Contact Name: | | | |
| On-Site Contact (if diffe | erent than above): | | |
| Phone: | | | |
| E-mail Address: | | | |
| Website: | | | |
| Description of Booth (in | clude footprint size, additional n | eeds, etc.): | |

PIT SPACE APPLICATION

Please include footprint size

USA CYCLING NATIONALS ONLY

| ITEM | DETAILS | PRICE |
|------------------|-------------|--------------------------|
| Pit Space Rental | 10x10 | \$250.00 |
| | 10x20 | \$400.00 |
| | 10x30 | \$550.00 |
| | 20x20 | \$700.00 |
| | 20x30 | \$850.00 |
| | 20x40 | \$950.00 |
| | Electricity | Not available |
| | | |
| | | No commercial |
| | | activity or solicitation |
| | | permitted |
| | TOTAL: | |

No In-Kind product accepted as payment

PIT SPACE APPLICATION

PIT SPACE DETAILS

PROCESS:

All pit space/team applications will be approved or denied once received. An informational email will follow with suggested locations along with payment options, etc.

CANCELLATION POLICY:

All cancellation requests must be made via e-mail to <u>21TDavis@gmail.com</u>. No refunds will be issued after July 1, 2021.

FOOTPRINT ASSIGNMENTS:

One (1) space per Team or Renter. Footprint allocation and assignments will be made based on space requirements and tent/footprint size, tent not to exceed 400 square feet. Space assignment will not be guaranteed until time of check-in. Promoters reserve the right to last minute changes. Vendor location is final and will be at the discretion of the Event Team. No refunds will be made for any reason.

CHECK-IN/SET-UP/ARRIVAL:

Check in will be at West Portal Station. Times will vary depending on your arrival and vendor space location. Your time and location will be confirmed prior to your arrival. Arrival anytime that is not confirmed with Event Team is not permitted.

Set-up in North Bench is restricted to 7-9am daily. Pit Space Renters are strongly encouraged to register and complete initial set up on Monday, July 5 or Tuesday, July 6.

OPERATIONS/PARKING:

Daily parking, set-up, and tear down may not take place from 9pm-5pm. Team/Renter is encouraged to set up prior to 9 a.m. each morning and tear down after 5 p.m. each evening, as in the Vendor Village. Vehicles are not permitted in The Pit area except during approved set-up and tear down times. Vehicles required for booth displays must be approved by the event organizer prior to setup.

BANNERS:

Banners must be hung within your space ONLY. Banners located outside of your footprint are prohibited.

PRODUCT/GOODS/SERVICES:

No products, goods, or services may be promoted or offered in The Pit. Contact Tamara Davis about Vendor Village space if you would like to promote/sell products, goods, or services.

LODGING:

Discount lodging available

STAKES/GUIDEWIRES/GENERATORS:

States, guidewires and generators are prohibited from the Expo area. Generators may be prior approved.

SECURITY:

No security will be provided in The Pit. Team/Renter takes full responsibility for the security of their belongings/valuables at all times.

SHIPMENTS:

All shipments are at the responsibility of the Team/Renter. Winter Park Resort will not be accepting or responsible for Team/Renter shipments.

SUBLETTING OF SPACE/FOOTPRINT:

Team/Renter shall not assign, sublet or apportion the space assigned or have representatives, equipment, or materials from other firms than their own in the expo without prior consent from and payment to the promoter.

PET POLICY:

Winter Park Resort welcomes pets to the resort. Pets must be leashed at all times and may not be left unattended at any time. Clean up after your pet(s). Pet friendly accommodations are available by calling Reservations at 1-866-239-3992. These units are very limited and are first come, first serve.

ELECTRICITY:

Electrical power is not available at this site.

TENTS/TENT WEIGHTS:

Tents, canopies, etc. shall have weights properly attached in sufficient quantity to secure the cover against windy conditions that may exist. Each Team/Renter should secure approximately 50lbs. of weight per tent leg or greater based on adequacy. Tents not to exceed 400 square feet. *All tents must be lowered overnight*.

TRASH:

All trash, ground litter, waste, etc. must be cleaned from the booth and regularly taken to designated reciprocals. Failure to comply may result in a \$200 fine.

PIT SPACE RENTAL APPLICATION

TEAM/RENTER MUST PROVIDE

- Non-refundable space/footprint fee
- All booth set-up needs (tables, chairs, tents, weights, cords, displays, etc.).
- Representative(s) to manage booth for the duration of the event
- Completed Pit Space Application
- Signed Pit Space Agreement
- Pit Rental registration for the 2021 USA Cycling Mountain Bike National Championships is incomplete until we receive the following:
 - o Completed Pit Space Application
 - o Signed Pit Space Agreement
 - o Initial here _____

| BY S | SIGNING | THIS FO | RM, I HA | VE READ | AND A | AGREE T | ГНАТ | THIS APPI | LICATION IS |
|------|---------|---------|----------|----------------|-------|--------------|------|-----------|-------------|
| TRU | E AND C | ORRECT | AND TO | ABIDE B | YALL | TERMS | HERE | EIN | |

| NAME: | | | | |
|------------|--|---|--|--|
| DATE: | | _ | | |
| SIGNATURE: | | | | |

USA CYCLING NATIONAL CHAMPIONSHIP 2021 PIT SPACE AGREEMENT –

This is an agreement between Intrawest/Winter Park Operations Corporation, a Delaware corporation ("Local Organizing Committee"/"Host Site") and the team or renter listed on page 4 of the Application attached to this Agreement ("Team/Renter").

WHEREAS, Team/Renter may be awarded rights to offer certain specified goods or services at the 2019 USA Cycling National Mountain Bike Championships to be held at Winter Park Resort in Winter Park, Colorado under the sponsorship of USA Cycling, Inc. and Host Site/Local Organizing Committee on July 5-14, 2021 ("Event");

WHEREAS, it is in the mutual interest of the Team/Renter, USA Cycling, Inc. and Host Site/Local Organizing Committee to operate a profitable and responsible event operation,

NOW, THEREFORE, the parties agree as follows:

Rights and Responsibilities of Host Site/Local Organizing Committee:

- 1. Host Site/Local Organizing Committee reserves the right to restrict Team/Renter with respect to methods of operation, sales, distribution and display of materials or services.
- 2. If, for any reason, an exhibit or its contents is deemed objectionable by Host Site/Local Organizing Committee, the exhibit will be removed from the site and any and all fees will be forfeited.
- 3. Team/Renter may be prohibited from this Event and future Host Site events, if:
 - a. Team/Renter misrepresents the items which will be displayed at the Event.
 - b. Team/Renter, agents', employees' or volunteers' conduct is detrimental to the best interest of Host Site, USA Cycling, Inc. and/or the Event.
 - c. Team/Renter violates any of the policies/procedures of the Host Site, USA Cycling, Inc. and/or the Event.
 - d. Team/Renter violates the terms of this Agreement/Application in any material respects.
- 4. Team/Renter is responsible for maintenance and final cleanup of their respective site area
- 5. Host Site is not responsible for damage to goods or property due to rain, wind, or other natural disasters.
- 6. Host Site shall designate an on-site representative who will be responsible for directing activities at the site in connection with the Event. Team/Renter shall take direction from the Host Site Representative.

Team/Renter Responsibilities:

- 1. Team/Renter Application. Each Team/Renter must include with its complete and signed application (including applicable supplemental documentation):
 - a. A signed copy of this Team/Renter Agreement
- 2. Team/Renter understands that no commercial activity or solicitation is permitted in The Pit.
- 3. The relationship of Team/Renter and Host Site is that of Licensor and Licensee only and nothing contained herein shall be construed to create any employment relationship, nor partnership, agency or any other relationship other than that of licensor and licensee. Team/Renter shall be solely responsible for all matters concerning compensation, insurance, taxes and liability for its employees, agents and volunteers.

4. **BOOTH SPACE/FOOTPRINT:**

a. All space assignments are final. Dissatisfaction with a space assignment is not considered grounds for leaving.

- b. Team/Renter must furnish its own booth set-up.
- c. All signs, displays, or exhibits must be contained within the Team/Renter's booth. No signs or display will be permitted on the outside of a booth or attached to Winter Park Resort property.
- d. Team/Renter is not allowed to leave its assigned space to solicit or distribute information. Team/Renter must stay within the space/footprint assigned.
- e. Team/Renter's right to occupy the space/footprint shall be in the form of revocable license only and not as a renter or lease.

5. **VEHICLES:**

- a. Extreme care must be taken to drive vehicles, trailers, and equipment only in designated areas as outlined by Host Site. Driving in an unsafe or incompetent manner is not permitted and will result in loss of deposit and may result in loss of Team/Renter privileges. Team/Renter may be fined for damage to grounds, lawns, sprinkler systems, power lines, or equipment if parking and vehicle guidelines are not followed.
- b. All Permitted vehicles approved to be parked at the booth site must be parked prior to normal Event hours and shall remain parked during normal Event hours.
- c. All vehicles not parked in designated parking areas will be towed at the owner's expense.

FURTHER, Team/Renter:

- 1. Represents that all information provided in the application for Team/Renter space is true and correct.
- 2. Represents that he/she has read and understands all the rules and regulations outlined herein and in the Host Site application, and agrees that these rules and the application are part of this contract and no other agreement shall be binding upon the parties unless in writing and signed by Host Site.
- 3. Acknowledges and agrees that all work, goods and services covered by this agreement at the location provided herein shall be at the risk of the Team/Renter. Team/Renter shall indemnify defend and hold harmless the Host Site, Intrawest/Winter Park Operations Corporation, Alterra Mountain Company, Winter Park Recreation Association, The City and County of Denver, USA Cycling, US Department of Agriculture US Forest Service, all of their officers, agents, employees and volunteers from any and all claims, costs, demands, suits, actions, or proceedings of any kind or nature resulting from, or arising out of, breach of this Agreement, and the acts or omissions of Team/Renter, its employees, volunteers, or agents on the site during the Event. Team/Renter shall pay all expenses incurred by Host Site in defending itself and its officers, agents and employees with regard to any legal action resulting from, or arising out of, the acts or omissions of Team/Renter its employees, volunteers or agents on the Host Site and elsewhere, while acting pursuant to this Agreement.
- 4. Agrees to abide by and comply with the general rules, as may be established by Host Site and/or USA Cycling, Inc. in their sole discretion for The Event, which include, without limitation, (i) the prohibition of firearms, other weapons, alcoholic beverages, illegal substances, drones, large glass bottles, fireworks, pets, open flame fires, large or charcoal grills, motorized recreational vehicles including, but not limited to: ATV's, UTV's, and dirt bikes or other items subsequently identified by Host Site as a prohibited item from being brought into the Host Site property or identified by the Host Site as a prohibited item from

- being brought into the Host Site property or onto the Event grounds, (ii) the prohibition against the solicitation of signatures on petitions or other written instruments (tablets), (iii) the prohibition against the sale (or giveaway) of alcoholic beverages, or any of the food, beverage, clothing and merchandise items by any of the Team/Renters in or about the Event grounds unless Team/Renter obtains prior written approval from Host Site.
- 5. Should any party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgement based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party shall be entitled to receive from the other party or parties thereto, reimbursement for all attorney's fees and all costs, investigative costs, expert witness fees, and the costs of any bonds, whether taxable or not, and that such reimbursement shall be included in any judgement or final order issued in that proceeding.

| I HEREBY AGREE TO THE TERMS AND CONDITIONS HEREIN: |
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| |
| |
| Print Name |
| |
| |
| Signature of Team/Renter |
| |
| |
| |
| Date |