

2016 Vendor Contract Bike Time July 14-17, 2016

Vendor Space Contract: The undersigned vendor hereby submits this application to Bike Time Inc., for display space as a vendor at the Bike Time event in Muskegon County, MI., subject to the rules and regulations established by Bike Time Inc., including but not limited to the terms of this agreement which includes the rules and regulations printed in the vendor packet.

Company _____ Contact Person _____

Street Address _____ City _____ State _____ ZIP _____

Email _____ Phone () _____ Fax _____

List ALL products/services to be displayed and or sold: _____

Name & address for return of clean up deposit: _____

Booth information: (First # indicates frontage, second # is depth) Fee for booth space is \$5.00 Sq. Ft, up to 1000 Sq. Ft. (except for food vendors). Space for food vendors is a flat rate of \$250.00 plus 20% of food sales. Any space over 1000 Sq. Ft. call for a quote.

Need Electric Supplied Y/N if Yes Amps __ Check all that apply. Must check clean up fee

- Food Vendor electrical fee _____ \$300
- Merchandise Vendor with any electrical equipment besides lights _____ \$200
- Merchandise Vendor with just lights _____ \$100
- Clean up fee Food Vendors (Refundable) _____ \$250
- Clean up fee Non-food Vendors (Refundable) _____ \$100
- Sanitation fee mandatory (Nonrefundable)** _____ \$100 (Add this to your sub total)

Booth Size _____ X _____ Sub Total: \$ _____

Booth Cost: \$ _____

Make checks payable and mail to Bike Time Inc.
 149 Shoreline Dr.
 Muskegon MI 49440

Total: \$ _____

Less Deposit: \$ _____

Balance Due: \$ _____

Deposit and Payment: A Fifty percent deposit submitted by March 15 will guarantee you a vending spot, as long as the balance is paid in full by June 14. **Payment must be with a cashier's check, credit card, money order, or cash. A copy of your liability Insurance Policy listing Bike Time Event, Inc., Hot Rod Harley Davidson, The Township of Fruitport and County of Muskegon, Little River Band of Ottawa Indians as additionally insured must be included at time of deposit to ensure a vending space.** Vending space will be first come for deposits after March 15. Returned checks will incur a fifty (\$50) service fee.

Pay by CC: Nr_ _____ Expiration: _____ Code: _____ Billing zip code_ _____

No Guarantee: Bike Time Inc., makes no representation, guarantee, or promise to vendor that the rental of exhibit or commercial space will be financially successful or even return to the vendor the cost of the space. Bike Time Inc., is not responsible for adverse weather conditions.

Display space is assigned at the discretion of Bike Time Inc., on a first come basis (As determined by payment date). There is no guarantee on booth location. Certain categories of products/services (e.g., graphics, sunglasses, pin striping, food, clothing) may be limited to a set number of vendors as determined by Bike Time Inc.

Acceptance: This application constitutes a contract between the named vendor and Bike Time Inc., when accepted by Bike Time Inc. Acceptance occurs when a copy of this application is signed by a representative of Bike Time Inc., and vendor is notified via email at the email address provided above. Upon acceptance by Bike Time Inc., this application becomes a legally enforceable contract. Please contact Bike Time Inc., at (231) 722-0000 Ext. 145 with any questions.

As the responsible party for this application, I knowledge that I have read **all rules and requirements**, understand this application, and agree to abide by them. I knowledge I am responsible for all fees due under this agreement.

SIGNATURE _____ DATE _____

Application Submission

Mail completed application along with appropriate deposit/payment to: David Burlingame 149 Shoreline Drive, Muskegon, MI 49440. Questions email to dvd_burlingame@yahoo.com, or call 231-722-0000 and ask for David Burlingame.

Terms & Conditions

Deposit and Payment

A 50% deposit is required with the returned application in the form of a **cashier's check, credit card, or money order and, a copy of your liability Insurance Policy listing Bike Time Events, Inc., Hot Rod Harley Davidson, The Township of Fruitport, Little River Band of Ottawa Indians, and County of Muskegon, as additionally insured.** The balance is due 30 days prior to show move in. **Personal checks or company checks will not be accepted.** All certified or cashier's checks or money orders are to be made payable to Bike Time Inc. **Deposits are Nonrefundable.**

Set up

Vendors must check in at the Bike Time vendor check in location on site, and pay any remaining fees in the manner describe above. Upon complete payment vendors will be directed to their assigned vending location for set up. All vendors will be allowed to set up (After check in) beginning Wednesday, July 13, 2016 starting at 8:00 A.M., (or earlier with prior permission) but no later than 5:00 P.M., unless prior arrangements have been made, so plan your travel accordingly. On Friday, Saturday, and Sunday, vendors must be restocked and ready for any inspection and operation by 9:00 A.M. each day.

Rules

The board of trustees of Bike Time Inc. reserves the right to refuse acceptance of any application to vend at the event, for any reason.

The official bike time merchant is the exclusive vendor for all T shirt sales long and short sleeves. No T shirts, or tank tops can be sold or displayed except by the official merchandise vendor. No wearing apparel or merchandise can display the word Muskegon, and or the year 2016.

No merchandise with the Muskegon Bike Time logo or name, or any derivative thereof, can be displayed, sold, reproduced, or copied without licensing from Bike Time Inc. The term Muskegon Bike Time is a registered copy right and any derivatives thereof are protected. Any violation could result in legal action.

No official Harley-Davidson or any other branded name bike or product can be sold without the license supplied by that company to sell their product.

No motorcycle sales other than licensed dealers, manufacturers, or builders.

Vendors must comply with parking areas set up by event staff upon arrival and through the duration of the event.

Muskegon Bike Time is a rain or shine event and if you are closed by any government agency (e.g., Health Department or Police Department) or for any other reason **no refunds will be given.**

Neither Muskegon Bike Time nor Hot Rod Harley Davidson will be responsible for any lost, damaged, or stolen merchandise or personal property.

All vendors must carry \$1,000,000.00 liability insurance and the policy must name Bike Time Events, Inc., Hot Rod Harley Davidson, the Township of Fruitport, the County of Muskegon, and Little River Band of Ottawa Indians. Admittance to the event will not be allowed unless proof of the above is supplied or on file upon arrival.

No nails, screws, or fastening devices that punctures the surface of a tree, signpost, or light post may be used. Plastic zip ties are allowed but must be removed prior to any refund of clean up deposit, this included cleaning them up from the ground in your assigned vending area.

Vendors are responsible for filing their own taxes.

Everything on display must have a visible price, this includes all food items or combinations of food, such as baskets.

All vendor's spaces must be staffed and open during event hours.

Vendors may stay open as late as 0000 hours `at their discretion, but are responsible for their own personal security and the security of their merchandise and property.

All spaces must be clean at all times. This included food spilled in front of your vending space.

All vendors are responsible for containment and disposing of all grey water. Gray water cannot be drained onto any festival surface or grass area. Gray water cannot be drained into any sewer or ditch. Storm or sanitary sewers cannot be opened unless personnel from the DPW are present. Muskegon Bike Time will provide grey water disposal containers.

All vendors who's operation incudes any cooking grease, lard, or cooking oil must have grills, fryers, or other equipment that utilizes any of the aforementioned for cooking set up over grease absorbing material. Clean up fees will not be refunded if upon inspection prior to leaving grease or oil is visible at the site. Violation of the two preceding paragraphs can result in state, local, or civil action.

Vendors may not use private dumpsters for their paper, cardboard, or food waste. Vendors must use the provided roll off dumpsters provided by Bike Time. Waste must be placed inside the roll off, not on the ground beside the roll off. Private dumpsters will be checked and if any violation is found you're clean up fee will be automatically forfeited.

Vendors must provide their own extension cords. Vendors should have at least 100' of 12/2 gage grounded cord and adapters for 15 & 20 amp and 30 & 50 amp should have at least 50' of proper cord. If you indicated on your application you do not require power to be supplied and you have your own generator, the generator will be required to be quite. If you require electrical power to be supplied there will be an electrical fee charged (See application).

No sales or business other than that listed on the application may be conducted in your area.

All vendors must insure their operations are fully conducted within their allotted vending space. If operations occur outside the assigned space Bike Time Inc., reserves the right to either charge the vendor for the additional space, or require the vendor to cease and desist from any portion of their operations taking place outside their assigned area. If, for example, you pay for a 20x10 space this must include any serving space required by the health department. If you have, for example, a 2 foot serving shelf in front, then you have a 20x12 space.

Vendors may not discriminate by race, creed, religion, gender, nationality, sexual orientation, or physical disability. Any violation will result in the closure of your operation, **there will be no refund of**

deposit or fee and could result in possible civil action by the person involved and the board of trustees of Bike Time Inc.

Items prohibited include animals, weapons, golf carts, ATV's, or other motorized vehicles.

No digging at your locations, no stakes, no trenches, or post holes. A violation of this clause will result in forfeiture of your clean up fee and may result in you being billed if any damage occurs as a result.

Vendors must provide their own tables, chairs, tents, awnings, or any other covers required for their operations. These must be contained within the square footage indicated on your application and paid for at the applicable rate.

For logistical reasons vendors may not vacate the premises before the end of the event without permission from Muskegon Bike Time staff.

Tattoo Vendors must provide Red Medical waste receptacles and Red Medical waste sharp bags and are responsible for removal and disposal of all such items from the event. Release forms for customers must be provided and all state regulations for tattooing must be followed.

Clean up fees will be refunded within 30 days after the event as long as no violation resulting in the forfeiture of the fee occurred during the event, and upon inspection by Bike Time officials, the site is found in the same conditions as prior to the event.

Dear Vendors (Past and Future)

The 2015 edition of Muskegon Bike Time is in the books, and the board of trustees would like to thank each of you for your contribution to the continued success of the event. Without your dedication to Bike Time, and your hard work, the event would not be as successful as it is.

Last year's event (2015) experienced a major expansion named the Rez, located at 4800 Harvey Street. In expanding the event to accommodate the wishes of our patrons, as expressed in the overwhelming responses to our surveys, we experienced some growing pains. As a result we gained valuable insights regarding what to do starting with the 2016 event to grow the event for the future.

The 2016 event will not have a charge for entry into the event. Following the format used downtown there will be a minimal charge for those who wish to experience any concerts and specific entertainment events. However, there will be a variety of free entertainment outside the concert/entertainment section for patrons to enjoy.

Motorcycles will be allowed to ride through the event, and parking will be allowed inside the event, adjacent to your vending set up. Beverage consumption will revert back to being restricted to beverage tents (per state liquor laws) but bikes will be able to park adjacent to beverage tents. In the concert/entertainment section patrons will be allowed to consume alcoholic beverages throughout the area, again per state liquor laws. Last years (2015) parking lot will become part of the open access area, a driving "road" will be designed so bikes can be ridden around and through the entire free access area.

Starting with the 2016 event on-site camping will be offered in the south lot, south of the main entrance. This is a completely paved area ideal for motor homes, travel trailers and pop ups. Every year we receive hundreds of requests for camping, and now with the ability to offer on-site camping we anticipate a substantial increase in attendance.

Also starting with the 2016 event patrons will pay for food purchases with tickets purchased on site in advance of ordering. Tickets will be worth \$1.00 each for ease of calculating order totals. The space fee for food vendors will be a flat fee of \$250.00 regardless of space size. Bike Time will also be compensated at the rate of 20% of food sales. Food vendors can turn in tickets on a daily basis or at the end of the event on Sunday.

Starting with the 2016 event the space fee of all vending (except food vendors) will be \$5.00 per square foot, up to 1000 square feet, so a 10 x 10 space will now be \$500.00 instead of the previous \$750.00.

We are again offering the vendor insurance package for \$79.00 with sign up, payment, and all paper work handled on line for you. A link to the company is provided at the end of the vendor packet. If you have any questions please do not hesitate to contact me.

David Burlingame
149 Shoreline Dr.
Muskegon, MI 49441
231-722-0000
dvd_burlingame@yahoo.com

Rainprotection is an
Authorized Official
Insurance Supplier for Bike
Time Events, Inc.



Exhibitor Liability Insurance Program

As a standard requirement for all of our show exhibitors, it is necessary for you to carry general liability coverage from an insurance company in good standing with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Bike Time Events, Inc., Muskegon Bike Time, Hot Rod Harley, Little River Band of Ottawa Indians, The Township of Fruitport, and The County of Muskegon shall be named as additional Insured. This insurance must be in force during the lease dates of, July 14-20, 2015.

Purchase your Insurance Now

There are no applications to fill out. Simply purchase your insurance, which is already pre-filled with all of the proper show information, directly online using a credit card.

Click the link below to Purchase your Liability Insurance for just \$79:

<https://securevendorinsurance.com/Rainprotection/ApplicantInformation?GroupEventKey=16d2b79dbaf7>

Your Insurance Certificate is instantly emailed to you and a copy is sent to show management.

This \$79 program is valuable for:

- *Exhibitors who do not have any insurance.
- *International Exhibitors whose liability insurance will not cover them at a U.S Show.
- *Companies who do not have the time to deal with all of the certificate arrangements, and need coverage now.
- *Exhibitors who find it easier or advantageous to use this program, rather than their corporate insurance; Similar to when you rent a car and do not want to use your own auto insurance.
- *Should there be a claim, it will not tarnish your policy and rates. And, unlike most corporate policies, there is no deductible.

Proof of Insurance is Mandatory

Having insurance will protect your company, employees, and volunteers, should a claim arise against you for something that occurred at your booth.

If you already have compliant coverage, please forward your proof of insurance to dvd_burlingame@yahoo.com.

If you do not have coverage, it can easily be secured through the link provided above.

Muskegon Bike Time 2016 Camp Site Policy and Camp Site Registration

CAMPING

1. Camping fees are set at \$75.00 per night for 50 length x 30 width space
2. Camping fees are set at \$60.00 per night for 42 length x 23 width space (less than 25 foot camper) Limited number of 42 x 23 spaces.
 - a. Check out time is no later than noon (1200 hours) on the day of departure.
3. Sanitation fee \$25.00 (water available for fill up at arrival or portable containers, Port-O Jons).
4. A \$25.00 refundable clean up fee.
5. No electricity.
6. No sanitation pump out.
7. No fire or burning of any kind on the paved surface.
 - a. All burning must be in a raised portable fire pit.
 - b. All ashes/coins from burning must be deposited in an event provided receptacle.
8. Music will end at midnight except for that which can only be heard in the immediate area of a camp site.
9. Unruly, loud, boisterous activities that are infringing on other patrons space will receive one (1) warning to cease. If such activities results in a second complaint the site will be vacated by law enforcement and no refund will be forth coming, including clean up fee.
10. Alcohol consumption will be 21 and over.
 - a. Any camp site in which underage drinking is found to be taking place will be vacated by law enforcement and no refund will be forth coming, including clean up fee.
11. The following will not be allowed in the camp area:
 - a. Weapons
 - b. Pets (except for licensed service dogs, license must accompany dog)
 - c. Loud external generators (quite generators will be permitted)
 - d. Firecrackers, fireworks of any kind
 - e. Laser Pointers (the camp site is under the flight path to the airport)
 - f. No selling of any kind
 - g. Drones/Unmanned remote controlled vehicles
12. Reserved sites require a 50% non-refundable deposit to accompany application. The balance is due by June 14, 2016. Payment may be made with cash, cashier's check, money order (made payable to Muskegon Bike Time), or credit card. No company or personal checks will be accepted. The majority of sites are 50' deep and 30' wide. Limited number of sites are available for rigs/trailers under 25' in length and no wider than 8'. Rig, trailer, and towing vehicles must fit within site boundaries. **The entire camping surface is paved.** Water will be provided for fill up of internal tanks upon arrival, and portable containers throughout the event. Unreserved sites will be allocated on a first come first serve bases starting July 11, 2016 until July 16, 2016.

Registration

Name: First _____ Last _____

Address: Street _____

City _____ State _____ Zip code _____

Phone _____ Email _____

Check in no sooner than July 11, check out by July 17, 2016

Check in Date: July _____ Departure Date: July _____

Trailer/Home: Make _____ Model _____

Length _____ feet Width _____ Feet

Truck/Car: Make _____ Model _____

Site Size/Price/Fees

50 x 30 @ \$75.00 per night: Number of nights _____ Total cost _____

42 x 23 @ \$60 per night: Number of nights _____ Total cost _____

Clean Up Fee (Refundable) \$25.00

Sanitation Fee \$25.00

Total _____

Less deposit (Minimum 50%) _____

Amount due at check in _____

Number in Party _____

If paying with a CC.

Credit Card Nr: _____ Code _____ Expiration _____

Zip code for billing mailing address for card _____

Fax your application with CC payment to 231-722-0020 or mail to Muskegon Bike Time, 149 Shoreline Dr. Muskegon, MI 49440 with check or money order.

Official Use

Site Number _____ Arrival date _____ Number of vehicles _____

Official checking camper in _____