

2015 Vendor Contract  
Bike Time July 16-19, 2015

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: \_\_\_\_\_

Any conflicts Y/N (Please Indicate).

**Booth information:** (First # indicates frontage, second # is depth) Fee for booth space is \$7.50 Sq. Ft, up to 100 Sq. Ft. Over 100 Sq. Ft up to 1000 Sq. Ft. the fee is \$5.00 per Sq. Ft. Any space over 1000 Sq. Ft. call for a quote.

10X10	20X10	30X10	40X10	60X10
\$750	\$1000	\$1500	\$2000	\$3000

Need Electric Supplied Y/N if Yes Amps _____	Check <input checked="" type="checkbox"/> all that apply
Food Vendor electrical fee	\$300 <input type="checkbox"/>
Merchandise Vendor with any electrical equipment besides lights	\$200 <input type="checkbox"/>
Merchandise Vendor with just lights	\$100 <input type="checkbox"/>
Clean up fee Food Vendors (Refundable)	\$250 <input type="checkbox"/>
Clean up fee Non-food Vendors (Refundable)	\$100 <input type="checkbox"/>
Sanitation fee (Nonrefundable)	\$100 <input checked="" type="checkbox"/>
Sub Total:	\$ _____

Booth Size \_\_\_\_\_ X \_\_\_\_\_ Booth Cost: \$ \_\_\_\_\_

Make checks payable and mail to Bike Time Inc.	Total: \$ _____
149 Shoreline Dr.	Less Deposit: \$ _____
Muskegon MI 49440	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 16. **Payment must be with a cashier's check, money order, credit card, 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. A finance charge of 1 ½% per month will be charged for all invoices paid after June 16. Returned checks will incur a fifty (\$50) service fee.

**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, which will be provided to you prior to the check in date, 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 15, 2015 starting at 8:00 A.M., 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 2015.

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, and the County of Muskegon. Admittance to the event will not be allowed unless proof of the above is supplied or on file upon arrival.

Insurance - Insurance is required to have when exhibiting at the show. If you do not have this coverage in place, Bike Time Events has made arrangements so that all of our exhibitors can instantly acquire this coverage at significant savings from Rainprotection Insurance. Your cost will be just \$79. Please click here to be taken to the web site.

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

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 0100 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. 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 fee of \$250.00 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.



Vendor/Concession Agreement

**Muskegon Bike Time Events, Inc.**  
149 Shoreline Dr.  
Muskegon, MI 49442

Muskegon Bike Time Events, Inc is the licensee for the concert/vending entertainment grounds located at 4800 Harvey Street, Muskegon, MI 49444 on July 16 – 19, 2015.

Muskegon Bike Time Events, Inc. will receive all the profits from the sale of alcoholic beverages and will purchase all of these alcoholic beverages from authorized sources. No other entities (including the below signed vendor) will be allowed to sell alcoholic beverages of any sort and shall receive no profits from the sale of the alcoholic beverages. All profits from the sale of alcoholic beverages will be retained by the licensee.

- Muskegon Bike Time Events, Inc. will maintain control and responsibility for the actions of all persons or employees operating the concession business as they relate to the Liquor Control Act and Rules or violations of the Act and Rules.
- Muskegon Bike Time Events, Inc. will retain control over all portions of the licensed premises.

Vendor Business Name

(Please Print)

Vendor Representative

(Please Print)

Vendor Representative

(Signature)

\_\_\_\_\_  
(Date)

Muskegon Bike Time

(Signature)

\_\_\_\_\_  
(Date)