# 2019 Vendor Contract Bike Time July 18-21, 2019

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, 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	StateZIP	
Email					Phone ( )	Fax	
List ALL	products/s	services to	be displa	yed and or	sold (or attached list):		
Booth ir	nformatio	<b>n:</b> (First # i	ndicates f	rontage, se	econd # is depth). Call for quote if you need	d a larger space.	
10'x10'	20'x10'	30'x10'	40'x10'	60'x10'			
\$600	\$1200	\$1800	\$2400	\$3000			
You mus	st supply y	our own p	ower.		Clean up fee \$250 (Refundable):	\$ <u>250</u>	
Booth SizeX					Booth Cost:	\$	
Make checks payable and mail to: Muskegon Bike Time Events 149 Shoreline Dr Muskegon MI 49440					Total Due:	\$	
-		ment inclu fifty (\$50)	_		it is due with the signed contract in order t	to reserve booth loo	cation. Returned
space w for adve <b>determi</b>	ill be finan rse weath <b>ned by pa</b>	icially succ er condition yment date	essful or e ons. <b>Displa</b> t <b>e). There</b>	even returr ny space is is no guar	entation, guarantee, or promise to vendor to to the vendor the cost of the space. Musk assigned at the discretion of Muskegon B antee on booth location. Certain categorie mited to a set number of vendors as determ	tegon Bike Time Events, or es of products/services	ents is not responsible a <b>a first come basis (A</b> ces (e.g., graphics,
-					act between the named vendor and Muske ecomes a legally enforceable contract.	gon Bike Time Even	ts. Upon acceptance
					owledge that I have read and understand t dge I am responsible for all fees due under		iding the terms and
SIGNATU	JRE				Printed Name		DATE
		Signed			Printed Name		

Please return signed contract with payment to: Muskegon Bike Time Inc., 149 Shoreline Dr. Muskegon, MI. 49440 Email: <a href="mailto:jamiegillard@hotrodhd.com">jamiegillard@hotrodhd.com</a> Fax (231)722-0020

#### **Terms & Conditions**

## **Payment**

Full payment is due with signed contract in order to reserve booth space. A **cashier's check or money order is preferred**. **Personal checks or company checks will not be accepted from any out of town businesses.** All checks are to be made payable to Muskegon Bike Time Events, Inc. Returned checks will incur a fifty (\$50) service fee.

#### Set up

Vendors must check in with the Bike Time Vendor Manager, located in the upper parking lot of Hot Rod Harley Davidson (Entrance off of Terrace St.). Vendors will be directed to their assigned vending location for set up. All vendors will be allowed to set up beginning Thursday, July 18, 2019 starting at 9:00 A.M., and must be finished unloading by 11am and ready for business no later than 3:00 P.M. that day. Event hours: Thursday 3pm to 11pm, Friday 9am to 11pm, Saturday 9am to 11pm, and Sunday 9am to 12pm, vendors must be restocked and ready for any inspection and operation by 9:00 A.M. each day.

### Insurance

All vendors must carry \$1,000,000.00 liability insurance and the policy must name Muskegon Bike Time Inc., subsidiaries, affiliates, officers, and directors and Hot Rod Harley-Davidson as additional insured. Admittance to the event will not be allowed unless proof of the above is supplied or on file upon arrival.

## **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 Muskegon Bike Time merchant is the exclusive vendor for all tee shirt sales and hats. No short sleeve or long sleeve tee shirts, tank tops, button down work shirts, or hats regardless of branding can be sold or displayed except by the official merchandise vendor.

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.

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.

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 late 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

All vendors are responsible for containment and disposing of all grey water. Gray water cannot be drained onto any city street, sidewalk, alleyway, or lot. Gray water cannot be drained into any sewer. Storm or sanitary sewers cannot be opened unless personnel from the DPW are present.

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 must provide their own power set up in accordance with all applicable state rules and regulations. All power cords must be grounded and if they protrude into walkways they must be covered.

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.

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.

Vendors must provide their own tables, chairs, tents, awnings, or any other covers required for their operations.

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 45 days after the event if, upon inspection by Bike Time officials and city officials, the site is found in the same conditions as prior to the event.