



# Blue Ridge Bike Fest 2018

## Vendor Contract

Blue Ridge Bike Fest  
September 28 & 29, 2018  
Motor Mile Speedway & Dragway

Hours:  
Friday: 3pm-11pm  
Saturday: 10am-11pm

### Contact Information:

The Blue Ridge Bike Fest  
Sponsor Hounds  
2110 Shenandoah Valley Ave  
Roanoke, VA 24012

Phone: 540-206-2414

Fax: 540-206-2416

This is an Exhibitor Contract for the Blue Ridge Bike Fest entered into by and between Sponsor Hounds, Inc. and \_\_\_\_\_ (hereinafter the "Company"). The Blue Ridge Bike Fest shall be referred to hereinafter respectively as the "Event."

### Terms and Conditions:

The parties agree as follows:

- Vendor contracts will not be accepted without the following pages completed & initialed.
- **PAYMENT AND REFUNDS:** Upon submission of the Contract to Sponsor Hounds, the Company agrees to pay the full booth price using the following schedule. A deposit in the amount of 50% of the total booth price is due upon submission of this Contract. Full payment is due by June 15<sup>th</sup> 2018. **No refunds will be made. Cancellations after May 15, 2018 will incur an additional fee of \$100.00.** Failure to follow the payment schedule for the remaining balance will result in forfeiture of your booth space. You will still be responsible for full payment.
- **Consideration will be made for repeat vendors until April 15, 2018.**
- The Blue Ridge Bike Fest reserves the right to accept or reject any vendor for any reason.
- The Blue Ridge Bike Fest has strict category limitations and reserves the right to decline a vendor based on the number of similar vendors already booked.
- Load-in will take place Thursday, September 27<sup>th</sup> from 8am to 8pm and vendors will be assigned a specific load in time in that window – This will be emailed to you no later than 2 weeks prior to the event
- As part of this Contract, the Company will receive 2 vendor wristbands regardless of the amount of space reserved by the Company. Additional vendor wristbands are \$5/per. The Company may not exceed a total of four vendor wristbands. The Company must purchase Event passes for additional employees, agents or guests.
- No staking is allowed. Vendors are required to use sandbags, weights or water barrels to secure tents
- There is a fee of \$50 per night for on-site dry camping-no electrical hook ups.
- **At the event all vendors will be required to pay a damage deposit of \$100 cash.** This is to cover cost associated with damage of the event facilities, oil spills or any other cleaning or repair that may be necessary in your booth space or related to you activities at the event. The deposit will be returned once your booth space is clean and clear of all trash and has been inspected by Sponsor Hounds.

- Sponsor Hounds shall retain all ownership, right, title and interest in and to “Blue Ridge Bike Fest”, Its name, logos, artwork, graphics, and advertisements and related information (hereinafter the “Intellectual Property”). The Company may not use the Intellectual Property or the term “Official Event Merchandise” or similar phrasing in any way to promote its own business, such as in merchandising or advertisements.
- The Company agrees not to sell or give away any water, food or beverages at the Event.

**Additional Charges:**

- Electricity is available in most areas of the show for an additional fee depending on power requirements.
- Tables and chairs are also available for an additional fee. (see contract for pricing)

**Parking:**

- Parking is free for vendors and guests to the show.
- Vendors must park in the designated vendor parking area.
- Vendors will be provided a Vendor Parking Pass upon load-in.

**Insurance:**

- The Company agrees to provide Sponsor Hounds and Motor Mile Speedway & Dragway with a copy of and will maintain throughout the Event, from load-in to load-out, general liability insurance with minimum limits of \$1,000,000.00 combined single limit per occurrence, covering any loss or liability resulting from personal injury, death or property damage arising from or in connection with its exhibit, as well as worker’s compensation insurance as required by law with Employer’s Liability with a limit of at least \$100,000.00. The Company agrees to add Sponsor Hounds, Inc. as an additional insured on the insurance coverage described above. The Company will provide Sponsor Hounds with a certificate of insurance showing the foregoing at least 30 days in advance of the Event. The Company may fax the certificate of insurance to (540) 206-2416.

If you do not have a business insurance policy you may check prices with a familiar insurance agency or fill out an insurance application from DHC Insurance. DHC offers vendor insurance for \$55. You will have to ask them to list Sponsor Hounds and Motor Mile Speedway & Dragway as additionally insured and provide them with the addresses and fax number below:

**Sponsor Hounds**  
**2110 Shenandoah Valley Ave**  
**Roanoke, VA 24012**  
**(fax) 540-206-2416**

**Motor Mile Speedway & Dragway**  
**6749 Lee Highway**  
**Radford, VA 24141**

**DHC Insurance Contact Information:**  
<http://dhcins.com/vendorins.htm>  
**(888) 288-1829**

Sponsor Hounds is not affiliated with DHC Insurance in any way. We do not offer any guarantee of their products or services. If you do not have a business insurance policy you are free to purchase one through any insurance company you choose.

**Please Answer the Following Question:**

2. Will you be camping on the property? YES                  NO  
 \$50/night – DRY CAMPING ONLY

Check in: \_\_\_\_\_ Check Out: \_\_\_\_\_



# Exhibitor Contract

The 2018 Blue Ridge Bike Fest  
Motor Mile Speedway & Dragway  
September 28 & 29, 2018  
Phone: 540-206-2414 Fax: 540-206-2416

## Company Information

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Company Product Description: \_\_\_\_\_

## Booth Selection

List all items for sale or display in your booth. Attach list if needed.

General Location 10 x 10 booths \$150 each  
 Prime Location 10 x 10 booths \$225 each  
 Indoor Location (LIMITED) 10 x 10 booths \$300 each

### Extras:

Electricity = \$65     Chairs = \$25 each     Tables = \$55 each     2 Additional vendor wristbands = \$10  
Please list the items you need electricity for: \_\_\_\_\_  
 On-site Dry Camping \$50/night     Check here if you are bringing a trailer that will be left on-site during the event (does not apply if the trailer is your display)

Total Booth Price:

Please enter the total booth price taking into account any additional charges you've marked. If the total is incorrect we will adjust it in-house and you will be responsible for the full payment. A 50% or 100% payment is required with the contract to reserve you space.

## Booth Payment

### Select Payment Method:

Cash     Check (Check # \_\_\_\_\_ )  
 Visa     MasterCard     Discover

If paying with cash, booth will not be reserved until the deposit is received. If paying with check, please include check number. If your credit card billing address is different from the one above, please type it here.

### Credit Card Payment Information:

CC #:

CVC Code: \_\_\_\_\_

The CVC code is a 3digit number on the back of the card next to or above your signature. This code is required to process your transaction.

Expiration Date: \_\_\_\_ / \_\_\_\_

Name on Card: \_\_\_\_\_

Signature: \_\_\_\_\_

I hereby authorize Sponsor Hounds, Inc.. to accept a credit card payment from the above account.

Mail or Fax the Exhibitor Application to:

Sponsor hounds, Inc. - 2110 Shenandoah Valley Ave, Roanoke, VA 24012 Fax: 540-06-2416

## **Additional Terms and Conditions:**

**Booth Selection and Price.** The Company agrees to exhibit in the type of booth selected and to pay the applicable booth fee and any additional fees as indicated.

**Assignment of Booths.** Booths are assigned on a first come, first serve basis, in the discretion of Sponsor Hounds. Sponsor Hounds reserves the right to make location/space changes without notice to the Company.

**Exclusivity.** Sponsor Hounds reserves the right to contract with other entities as exhibitors and/or sponsors for this Event who provide the same or similar services as the Company, unless otherwise agreed to by a signed amendment to this Contract by Sponsor Hounds.

**Exhibition Time, Breakdown and Load-Out.** The Company will be assigned a load-in time and must check in with Sponsor Hounds prior to load-in for further instructions regarding setting up. If the Company does not fully occupy its booth at its assigned load-in time, Sponsor Hounds may reassign its space or remove any partially installed booth/exhibit/display at the Company's expense. Breakdown and load-out will occur at 11 pm on the final day of the Event. The Company is prohibited from breaking down or loading out prior to this time. The Company is subject to a \$100 penalty per booth for late set-up or early breakdown, and Sponsor Hounds reserves the right to deny the Company's future requests to be an Event exhibitor or sponsor. Sunday load-out hours will also be available. The Company will have 1 hour Saturday after the official close of the Event to break down its booth and until 12noon on Sunday. Failure to remove a booth/exhibit/display in the allowed time will give Sponsor Hounds the right to remove and place the same in storage with all charges to follow at no liability to Sponsor Hounds.

**Use of Space.** The Company is only permitted to sell or promote the product listed in the Company Product Description on the Exhibitor Contract. The Company may not permit any other company to exhibit, promote or sell within the Company's booth. The Company may not assign, sublet or apportion the whole or any part of its booth space. All exhibits, displays and decorations must remain within the confines of its own spaces and may not obstruct other exhibits/booths/displays or project into an aisle. The Company must take into account trailer hitches when booking space. Sponsor Hounds reserves the right to decline or prohibit the Company's exhibits or portions thereof. The Company is prohibited from displaying products/services and/or other advertising materials in areas outside its booth space, such as, but not limited to, parking lots. The Company must keep its booth and area clean and in good working order at all times.

**Right to Eject.** If Sponsor Hounds determines that the Company is in breach of this Contract, Sponsor Hounds may terminate this Contract and remove the Company from the Event without any refund or liability.

**No Endorsements.** Sponsor Hounds does not endorse or assume responsibility for any of the Company's products or service.

**Photographs, Publicity and Media.** Sponsor Hounds reserves the sole right to use any photographs, recordings, electronic images or publicity material received by or obtained by Sponsor Hounds in the course of the Event, for whatever use deemed proper by Sponsor Hounds. Sponsor Hounds has the exclusive right to include photographic, video and other visual portrayals of the Company, its employees and booths/exhibits/displays in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity and otherwise, without compensation to the Company.

**Attendance.** Sponsor Hounds makes no representations or warranties with respect to the number or demographics of Event attendees.

**Cancellation of the Event.** Should the Event be cancelled due to circumstances beyond the control of Sponsor Hounds including, but not limited to, acts of God, acts of war, strikes, accidents, governmental emergency, availability of Event facility, terrorism or threats of terrorism, disaster, fire, inclement weather, or epidemics, there will be no refund to the Company of any amounts due to costs and expenses incurred by Sponsor Hounds prior to the Event.

**Compliance with Law.** The Company agrees to abide by all laws, regulations, ordinances and other rules of the city or county in which the Event is located, as well as all federal and state laws, regulations and rules, including all fire and safety codes which may be in effect. The Company is required to have any and all business licenses and other permits that are needed for the operation of its business and booth.

**Taxes and Fees.** The Company assumes responsibility for all state, federal and local taxes associated with its participation in the Event.

**Limitation of Liability.** The Company assumes the entire responsibility and liability for losses, damages and claims arising out of injury to the Company's employees, agents, representatives or guests and Event attendees, as well as damage to the Company's displays, equipment and other property brought upon the premises of the Event. Sponsor Hounds will not be liable to the Company, its employees, agents, representatives or guests for any damages, loss or injury from fire, electricity, water, storm, riot, smoke, theft, accident or other cause. Insurance protection against fire, theft or damage to the Company's materials must be carried at the Company's expense.

**Hold Harmless.** The Company shall release, indemnify and hold harmless Sponsor Hounds, its employees, officers, directors and agents from losses, demands, causes of action, liabilities, damages, claims, costs and expenses that may arise as a result of breach of this Contract or as a result of actions or omissions by the Company, its employees, agents, representatives or guests that cause or contribute to personal injury or property damage, whether by negligence or otherwise, including, but not limited to, judgments, interest, attorneys' fees, expert witness fees and all other related costs and charges.

**Governing Law.** This Contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia, without

reference to any conflicts of law principles that would require application of the laws of another state. The federal and state courts within the City of Roanoke, Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of the Contract. Each party hereto expressly consents to the personal jurisdiction of, and venue in, such courts.

**No Assignment.** The Company may not assign this Contract or any rights or duties under this Contract to any other person or entity without prior written consent of Sponsor Hounds.

**Successors and Assigns.** This Contract will be binding upon and inure to the benefit of the respective successors, assigns, and personal representatives of the parties.

**Consequential Damages.** In no Event will Sponsor Hounds, its officers, directors, employees agents or representatives be liable for any consequential, indirect, exemplary or incidental damages of any nature or for any reason whatsoever even if Sponsor Hounds was previously advised of the possibility of such damages.

**Giveaways.** Sponsor Hounds reserves the right to prohibit, limit or discontinue the distribution of gifts, give-aways or similar promotions. Contests, raffles and drawings will be subject to the approval of Sponsor Hounds.

**Notices.** Any notices or documents to be provided to Sponsor Hounds under this Contract shall be in writing and delivered to Sponsor Hounds, Inc., 2110 Shenandoah Valley Avenue, Roanoke, VA 24012. Notices or documents to be provided to the Company shall be in writing and delivered to the address set forth on the first page of the Exhibitor Contract.

**Entire Agreement.** The Exhibitor Contract, these Terms and Conditions, and any Addenda and Exhibits now or hereafter attached hereto are all incorporated herein and together with this Contract constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any prior written or oral agreements or understandings. No representations were made or relied upon by either party other than those that are expressly set forth in this Contract. The Parties further represent and warrant that the execution, delivery and performance of this Contract have been duly authorized by all necessary corporate action on its behalf, this Contract has been duly executed by it, and this Contract constitutes its valid and binding obligation.

**Amendment; No Waiver.** Any amendments or modifications to this Contract shall be done in writing and signed by authorized representatives of both parties. A waiver by either party of any of the terms or conditions of this Contract in any instance shall not be deemed or construed to be a continuing waiver of such terms or conditions, or of any subsequent breach thereof.

**Severability.** If any provision of this Contract or the application of such provision to any person or circumstance shall be invalid or unenforceable for any reason or to any extent, the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is invalid shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.

**Counterparts.** This Contract may be executed in multiple counterparts, with signatures delivered by facsimile or by electronic means, each of which shall be deemed an original and together shall constitute the same instrument.

**Headings.** The paragraph headings used in this Contract are included solely for convenient reference and shall not affect or be used in connection with the interpretation of this Contract.

The duly authorized representatives of Sponsor Hounds, Inc. and the Company acknowledge their agreement with these Terms and Conditions as of the dates indicated below.

**VENDOR CHECKLIST: Please check the items you have completed**

**Deposit:**

**Insurance:**

**Pre-Orders/Camping:**

For: \_\_\_\_\_

For: Sponsor Hounds, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date