

2<sup>th</sup> Annual  
**BRAZOS BIKER BASH**



Jim's Cycle Shop, Axtell (Waco), TX  
*Sept. 17-19, 2010*

**LAISSEZ LES BON TEMPS ROULER...**

**LET THE GOOD TIMES ROLL!!!!**

**September 17-19, 2010**

**Jim's Cycle Shop  
3789 Highway 31  
Axtell, Texas  
(Just outside of Waco)**

Dear Vendor or Exhibitor:

Enclosed is a copy of the Vendor/Exhibitor package for the 2010 Brazos Biker Bash. The rally will be held in Axtell, TX (just outside of Waco) on September 17-19, 2010.

***All vendors are required to check in by 9:00 p.m on September 16, 2010, unless otherwise instructed by rally official.***

Return the completed and signed application along with payment in full. We will be assigning vendor space as payments are received. Once your full payment has been received, we will be happy to discuss booth location assignment with you. Deadline for registration is August 31, 2010.

We are looking forward to a great rally in 2010 and hope that you are able to join us.

Thank you,

Brazos Biker Bash Officers and Staff

**2010 Exhibit Space Rental Agreement**  
**Exhibit Days: September 17-19, 2010 in Axtell, Texas (just outside of Waco)**

**Instructions:**

1. Complete sections 1-5 of this agreement. Keep a copy for your records.
2. Return completed agreement with your **check made payable to:** Brazos Biker Bash
3. **Mail to:** Brazos Biker Bash - 787 Oak Grove Loop - China Spring, TX 76633  
**Fax to :** (254) 836-8127  
**Phone:** (254) 836-0734
4. You will be furnished with a receipt upon payment of exhibit space rental. If you do not receive a receipt, please contact our office at the number above prior to the rally to verify your space rental.

**IMPORTANT – PLEASE TYPE OR PRINT LEGIBLY**

**1. COMPANY INFORMATION -**

Corporate Name			_____
Exhibiting As			_____
Address 1			_____
Address 2			_____
City	State	Zip	
_____	_____	_____	
Tax #	Phone #	Fax	
_____	_____	_____	
Website		Email	
_____		_____	
Contact Name		Cell #	
_____		_____	

**2. SPACE REQUEST**

Booth space is limited and will be assigned on a "First Reserved/First Paid" Basis. Basic 20 Amp Electric Service is included in space rental fee.

Please circle one:

1-10' x 10' Booth.....\$125.00      1-10 'x 20' Booths.....\$175.00      1-10' x 30' Booths.....\$225.00

1-10' x 40' Booth,.....\$275.00

Other (Please specify)\_\_\_\_\_

**FOOD VENDORS – Contact Jessie @254-836-0734 for booth pricing and availability**



## 5. READ AND SIGN HERE

### Merchandise Restrictions

Brazos Biker Bash has the exclusive right to display, license, sell and merchandise all event novelties (t-shirts, ride pins, etc.). Brazos Biker Bash further has the right to inspect, approve, reject or otherwise control the display, promotion, sale or other merchandising of products or services by exhibitors at the event in its sole discretion. Any products or services rejected by Brazos Biker Bash must be immediately removed from the event premises and may be removed by Brazos Biker Bash if this does not occur.

**Merchandise designed to be passed off as event merchandise (use of Waco, rally dates, event name, trademarks, etc.) or which has this effect will not be permitted. No signage may be displayed in Exhibitor space reading "Official Rally Merchandise", "Rally Merchandise", "Rally Tees", "Event Tees" or any similar language advertising the sale of event merchandise. "Brazos Biker Bash" is a trademark of Brazos Biker Bash. Any vendor found selling merchandise that infringes on these trademarks maybe asked to leave immediately and will be subject to legal recourse.**

Exhibitor, for itself, its directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests, or contractors and their personal representatives, assigns, heirs and next of kin (herein referred to as "Exhibitor") hereby releases, waives, discharges and covenants not to sue the Brazos Biker Bash, their directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests or contractors (herein referred to as "Releasees") and each of them, from all liability to Exhibitor for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting death of Exhibitor arising out of or relating to the Brazos Biker Bash, whether caused by the negligence of the Releasees or otherwise. Exhibitor hereby agrees to indemnify, save and hold harmless the Releasees and each of them from and against any loss, liability, damage, or cost Releasees may incur from any and all claims, demands, actions, causes of action, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorneys' fees) including but not limited to, injury to or any death of persons, and damage to and loss of property which are caused by, arise from or grow out of the acts or omissions of Exhibitor incident to the Brazos Biker Bash, or from any breach by Exhibitor of any term or condition of this Agreement. Exhibitor hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Brazos Biker Bash, whether caused by the negligence of Releasees or otherwise. Exhibitor hereby agrees that this Release and Waiver, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. We, the undersigned, do hereby apply for the reservation of exhibit space in the Brazos Biker Bash, September 17-19, 2010. When executed by both parties to this agreement, this shall constitute a binding agreement between the parties wherein Brazos Biker Bash agrees to rent to the undersigned exhibitor and the undersigned exhibitor agrees to rent from Brazos Biker Bash the exhibit space as more fully described in Sections 1 through 4 of this Agreement.

**We have read and agree to abide by the "Exhibitor Rules & Regulations," which are set forth in Attachment "A" and made a part of this agreement by reference and fully incorporated herein.** Brazos Biker Bash may adopt additional rules and regulations. We understand this agreement shall be legally binding between Brazos Biker Bash and the exhibitor upon acceptance in writing by Brazos Biker Bash Staff.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

Accepted by Brazos Biker Bash representative:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

### FOR RALLY MANAGEMENT ONLY

Paid \$ \_\_\_\_\_ Received \_\_\_\_/\_\_\_\_/\_\_\_\_ Payment Method \_\_\_\_\_

Application Accepted by \_\_\_\_\_ Date Accepted \_\_\_\_/\_\_\_\_/\_\_\_\_

# ATTACHMENT "A" - EXHIBITOR RULES AND REGULATIONS

## LOCATION AND DATES

**Site:** Jim's Cycle Shop, 3789 Hwy. 31, Axtell, Texas 76624

**Move-In:** Sept. 16, 2010 11:00 am through 9:00 pm

**Exhibit Days:** Fri. – Sat., Sept. 17-18, 2010 9:00 a.m. – Midnight.  
Sun., Sept. 19, 2010 9:00 a.m. – 12:00 noon.

**Move-Out:** Sun, Sept. 19, 2010 12:00 noon – 4:00 p.m.

## APPLICATION AND FEES

**Approval** Applications for rental of exhibit space shall be subject to the approval of Rally Management, and Rally Management reserves the right to reject applications for space with or without cause if in the best interest of the Rally. Upon acceptance of the Exhibit Space Rental Agreement by Rally Management in writing, it shall be a legally binding agreement between the Exhibitor and Rally Management.

**Retail Sales Tax** All federal, state, and local laws governing retail sales tax must be followed.

**Admission** Your exhibit space rental entitles you to two (2) armbands for admission to the rally. Additional armbands can be purchased with your space.

**RVs** You will be provided with one RV space in the vendor RV camping area. We will try to position your RV as close to your space as possible but spaces are all on a first-reserved, first-paid basis. If you cannot get electricity for your RV from the service provided with your space (20 Amp maximum), you must pay extra for electric service in the vendor RV area.

**Electrical** Basic 2-outlet, 110v electricity has been added to the cost of your booth. If you need additional power please complete the attached form and return it to us for a quote on the additional cost.

**Tents/Furniture** Tents, tables, chairs, and water barrels are not included in booth rental.

**Weather** This is a "rain or shine" event and no refunds will be issued due to weather. Vendors are required to provide their own sun/rain protection.

**Force Majeure** In the event that the rally must be canceled or rescheduled due to circumstances beyond our control, booth/exhibitor reservations and fees will be applied to such alternative date as determined by the Rally. No refunds will be given in such cases.

**Cancellations and Refunds** Cancellation of all or a portion of any exhibit space must be made in writing.

- a) When written notification is received before Aug. 1, 2010, Rally Management shall retain a \$50.00 (per booth) fee for administrative costs. The remaining rental cost shall be refunded.
- b) When written notification is received after Aug. 1, 2010, Rally Management shall retain a \$50.00 (per booth) fee for administrative costs, plus 50% of the booth rental. The remaining balance of booth rental cost shall be refunded.
- c) When written notification is received after Aug. 15, 2010, Rally Management shall retain 100% of rental cost of each space cancelled as liquidated damages. Reduction of booth space may result in the relocation of your exhibit.

***There will be no refunds after Aug. 15, 2010, even if the Rally is sold out. Refunds and liquidated damages are based on full exhibit space rental cost. Rally Management shall not be liable for interest on any amount refunded.***

## ELIGIBILITY

Rally Management reserves the right to determine eligibility of Vendor/Concessionaire for inclusion in the Rally prior to, or after, execution of the agreement.

**Products Displayed.** Exhibitor agrees to advertise or display only such products that are intended for and generally used in a manner that conform to State, Federal, or other applicable laws or regulations. No other products can be displayed. Exhibitor shall not have in its booth any product or display or distribute advertisements for a product that infringes upon the registered trademark, copyright or patent of another company. The description must be sufficiently specific to allow Rally Management to identify such products or materials without difficulty. Rally Management reserves the right to determine eligibility of Exhibitor for inclusion in the Rally prior to, or after, execution of the agreement. Brazos Biker Bash has the exclusive right to display, license, sell and merchandise all event novelties (t-shirts, ride pins, etc.). Brazos Biker Bash further has the right to inspect, approve, reject or

otherwise control the display, promotion, sale or other merchandising of products or services by Exhibitor at the event in its sole discretion. Any products or services rejected by Rally Management must be immediately removed from the event premises and may be removed by Brazos Biker Bash if this does not occur.

Rally policy prohibits the sale or display of illegal drugs, firearms, and hard-core pornography. Any such merchandise or displayed matter will be confiscated and not returned. Merchandise designed to be passed off as event merchandise (use of Waco, date, event name, trademarks, etc.) or which has this effect will not be permitted. No signage may be displayed in Exhibitor space reading "Official Rally Merchandise", "Rally Merchandise", "Rally Tees", "Event Tees" or any similar language advertising the sale of event merchandise. "Brazos Biker Bash is a trademark of Brazos Biker Bash. Any vendor found selling merchandise that infringes on these trademarks may be asked to leave immediately and will be subject to legal recourse. Rally Management will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products that are in violation of these Exhibitor Regulations or any other reason. By signing this form you are agreeing that the officers of the Brazos Biker Bash have sole and final authority to determine violations of this agreement.

## **EXHIBIT SPACE ASSIGNMENT**

**Method** The method of determining space assignment shall be established by Rally Management and may be changed from time to time without notice to exhibitors in order to accommodate what Rally Management perceives as the best interest of the Rally. No rights or privileges are created for any Exhibitor as a result of previous space assignments or years of participation in the Rally.

**Floor Plan** Rally Management reserves the right to rearrange exhibitors or adjust the floor plan to accommodate the best interest of the Rally. The floor plan maintained by Rally Management shall be the official floor plan. Changes may occur at any time to accommodate show needs.

**Subletting Space** Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm in the said exhibit space without the prior written consent of Rally Management.

**Assignment/Transfer** This agreement is non-assignable by Exhibitor except where assignment is in connection with sale or other transfer of the assignor's trade or business to the assignee, but such an assignee shall display only products or services manufactured or marketed by the assignor except with the express written consent of Rally Management. In the event of such an assignment, assignor must provide written notification to Rally Management.

## **MOVE-IN**

**Display Installation** All displays must be in place and display materials, cartons and refuse removed from the aisles by 10:00pm on the last move-in day. Exhibitors will be permitted to work within their exhibit space until 12:00 midnight.

**Space Abandonment** Any space not claimed and occupied by 9 p.m. on Thursday, September 16, 2010, may be resold or reassigned by Rally Management without obligation on the part of Rally Management for any refund whatsoever.

**Display Vehicles** Display vehicles must have battery cables disconnected and taped fuel tanks with no more than ¼ tank of gas, filler caps locked and/or sealed with tape and alarm systems deactivated. Display vehicles will be permitted to occupy no more than 80% of the contracted exhibit space and must conform to line-of-sight display regulations. Tractor trailers/rigs are not permitted unless approved in writing by Rally Management.

**Driving or Riding In Exhibitor Areas.** No vehicles may be driven into or out of the vendor/exhibitor areas during Rally show hours. Vehicle access during non-event hours is for the sole purpose of stocking/restocking vendor booths and all vehicles must be out of the area at least one hour prior to the event hours.

## **MOVE-OUT**

**Early Move-out** Exhibitor shall not initiate teardown or abandon exhibit prior to the official Rally closing time on the final Rally day. Violation of this paragraph may cause Exhibitor to be barred from participation in future rallies.

**Move-out Security** Exhibitor Personnel should remain in the contracted exhibit space until Exhibitor's display materials are secured. Rally Management assumes no responsibility for exhibit material left unattended during teardown.

## **OPERATION AND CONDUCT**

**Exhibit Obstructions** Exhibitors are not allowed to obstruct the view, which occasion injury or adversely affect the displays of other exhibitors.

**Exhibit Personnel** Attendants, models, and other employees must confine their activities to the contracted exhibit space. Exhibitor personnel and representatives may not enter the exhibit space of another Exhibitor and at no time may anyone enter an exhibit space that is not staffed. Violators may be ejected from the Rally.

**Damages** Exhibitor shall yield the exhibit area back to Rally Management at the conclusion of the Rally in good condition and repair, ordinary wear and tear excepted. Any costs incurred by the Rally Management to restore the exhibit areas to its condition prior to the show, including but not limited to removal of signs, tape, and other things not removed by Exhibitor shall be the responsibility of Exhibitor. Exhibitor is responsible for all damage to any property caused by Exhibitor personnel.

**Advertising** Exhibitor shall not, without the written consent of Rally Management, distribute, or permit to be distributed, any advertising matter, literature, souvenir items or promotional materials in or about the exhibit areas except from its own allotted exhibit space. Exhibitor shall not post or exhibit any signs, advertisements, show bills, lithograph posters or cards of any description on any part of the premises of the Rally, except within the Exhibitor's booth space and upon such space as is made available for such purposes by the Rally.

**Accidents/Incidents** Any accident or incident involving Exhibitor's booth or booth personnel must be immediately reported to Rally Management. Rally Management will create a report of the incident.

**VIOLATIONS** The Exhibitor shall be bound by the rules and regulations set forth herein, and by such additional rules and regulations which may be established by the Rally Management including, but not limited to, those contained within the Exhibitors Rules and Regulations. Rally Management shall enforce all Rally rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of Rally Management.

Any violation by the Exhibitor of any of the terms and conditions herein shall subject Exhibitor to cancellation of the Agreement to occupy exhibit space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Rally Management shall have the right to take possession of the exhibitor's space, remove all persons and properties of the Exhibitor and hold the Exhibitor accountable for all risks and expenses incurred in such removal.

## **COMPLIANCE WITH LAWS**

**Laws and Ordinances** Exhibitor agrees to comply with and be bound by all laws of the United States and the state of Texas, all ordinances of McLennan County and wherever applicable, all rules and regulations of the Police Department, Fire Department, Health Department and those policies and criteria which have been established by the Rally for use of the exhibit areas.

**ACCESS CONTROL** Rally Management shall not be held responsible for the loss of any material by any cause and urges the Exhibitor to exercise normal precautions to discourage loss due to theft or any other cause. Rally Management assumes no responsibility for goods delivered to the exhibit areas, or for materials left in the exhibit areas at any time. Exhibitors are required to insure exhibit property against loss or theft.

**DISRUPTION OF SHOW** In the event the Rally is interrupted or cancelled for any reason, Rally Management, at its option, may return a portion of the amount paid for space after deduction of any amounts necessary to cover expenses incurred by Rally Management in connection with the Rally. Such expenses shall include, but not be limited to all expenses incurred by Rally Management as a result of contracts with third parties for the provision of services or products incidental to the Rally, including all out of pocket expenses incurred by Rally Management incident to the Rally; and all overhead expenses of Rally Management attributable to the production of the Rally.

No monies shall be returned should Rally Management change the dates or location of the Rally, but Exhibitor will be assigned space, which Exhibitor agrees to use under these same rules and regulations. Rally Management shall not be financially liable in the event the Rally is interrupted, canceled, moved or dates changed.

**INDEMNITY** The Exhibitor is responsible for any and all demands on account of any injury or death, or damage to property occurring in or upon any portion of the Rally leased or used by Exhibitor which are caused by acts or omissions of Exhibitor, or its employees, representatives, servants, agents, licensees, invitee, patrons, guests, or contractors. Exhibitors shall defend, indemnify and hold harmless Rally Management, its officers, employees, and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorney's fees) including but not limited to, injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of Exhibitor's use or occupancy of the premises or from any breach by Exhibitor of any condition of this contract, or from any act or omission of Exhibitor, or its employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors.

**EXHIBITOR REPRESENTATIVE** The signer of the Exhibit Space Rental Agreement shall be the official representative of the Exhibitor and shall have the authority to act on behalf of the Exhibitor.