

BRAZOS BIKER BASH



LAISSEZ LES BON TEMPS ROULER...

LET THE GOOD TIMES ROLL!!!!

September 14-16, 2012

**3789 Highway 31
Axtell, Texas
(Just outside of Waco)**

254-836-0734

WWW.BRAZOSBIKERBASH.COM

Dear Vendor or Exhibitor:

Enclosed is a copy of the Vendor/Exhibitor package for the 2012 Brazos Biker Bash. The rally will be held in Axtell, TX (just outside of Waco) on September 14-16, 2012.

All vendors are required to check in by 9:00 p.m on September 13, 2012, unless prior arrangements have been made with Rally officials.

Return the completed and signed application ***along with payment in full***. Booth spaces are assigned on a "first-paid, first-reserved" basis. No space will be guaranteed or reserved without full payment. Deadline for registration is August 31, 2012.

We are looking forward to a great rally in 2012 and hope that you are able to join us.

Thank you,

Brazos Biker Bash Officers and Staff

2012 Exhibit Space Rental Agreement
Exhibit Days: September 14-16, 2012 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 **credit card information or check made payable to: Brazos Biker Bash**
Mail to: Brazos Biker Bash, 787 Oak Grove Loop, China Spring, TX 76633 **Fax to: (254) 836-8127**
Online payments may also be made via paypal at www.brazosbikerbash.com This agreement must still be completed and mailed or faxed as directed above.

★★★★★★ **FULL PAYMENT MUST ACCOMPANY VENDOR APPLICATION** ★★★★★★

3. You will be mailed 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 Paid/First Reserved" 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' Booth.....\$175.00	1-10' x 30' Booth.....\$225.00
1-10' x 40' Booth.....\$275.00	Other _____	

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

3. BILLING INSTRUCTIONS

- Check or Money Order (Made payable to Brazos Biker Bash)
- MasterCard VISA American Express

Credit Card #		
Exp. Date	CVV# (required)*	
Cardholder Name:		
Cardholder Billing Address:		
City:	State:	Zip:
Signature:		

- Check here if you would like this Credit Card to be charged for the total booth price listed above.
- Check here to charge a different amount / specify \$ _____

*Visa/MasterCard: The last 3 digits of the card number printed in the signature space on the back of the card.

4. PRODUCTS AND/OR SERVICES YOUR COMPANY PLANS TO EXHIBIT

Please check all that apply regarding the primary product line your company will be exhibiting, and/or all services performed for customers in your exhibitor space.

Bike access required: YES NO

Leather Tobacco Bikes/Trikes/ATVs/Autos Pin striping

Jewelry Patches/pins Trailers/RVs LED

T-shirts/apparel Tattoos/Piercing Charitable Organization Bike service/repair

Sunglasses Photography/Art Professional Services Bike accessories/installation

Other – Please specify:

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 14-16, 2012. 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

ATTACHMENT "A" - EXHIBITOR RULES AND REGULATIONS

LOCATION AND DATES

Site: 3789 Hwy. 31, Axtell, Texas 76624

Move-In: Sept. 13, 2012 11:00 am through 9:00 pm

Exhibit Days: Fri. – Sat., Sept. 14-15, 2012 9:00 a.m. – Midnight.
Sun., Sept. 16, 2012 9:00 a.m. – 12:00 noon.

Move-Out: Sun, Sept. 16, 2012 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 you must specify on this agreement and make arrangements to pay for additional power.

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.

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. 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. Rally policy prohibits the sale or display of illegal drugs, firearms, and hard-core pornography. 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

Booth space is limited and will be assigned on a "*First Reserved/First Paid*" Basis. 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.

MOVE-IN/OUT

All vendors are required to check in by 9:00 p.m on September 13, 2012, unless prior arrangements have been made with Rally officials.

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.

Space Abandonment Any space not claimed and occupied by 9 p.m. on Thursday, September 13, 2012, may be resold or reassigned, unless prior arrangements have been made with Rally officials.

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.

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.

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 is responsible for all damage to any property caused by Exhibitor personnel.

Accidents/Incidents Any accident or incident involving Exhibitor's booth or booth personnel must be immediately reported to Rally Management.

Violations 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.

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, it's 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.