

**NEW SMYRNA HARLEY**  
**THE 75<sup>TH</sup> DAYTONA BEACH BIKE WEEK**  
**MARCH 4-13, 2016**

**VENDOR APPLICATION**

VENDOR LEGAL NAME: \_\_\_\_\_ (herein, "Vendor")

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIPCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ CELL: \_\_\_\_\_

VENDOR CONTACT: \_\_\_\_\_

ELECTRIC: \_\_\_\_\_ YES \_\_\_ NO \_\_\_ AMPS NEEDED: \_\_\_\_\_ YES \_\_\_ NO \_\_\_

BEACH STREET , VENDOR SPACE LOCATION: \_\_\_\_\_

TYPE OF PRODUCTS OR SERVICE: \_\_\_\_\_

(If a Vendor deviates from the product or service listed, Landlord reserves the right to remove Vendor or require Vendor to vacate the Premises).

SPACE NUMBER \_\_\_\_\_

**YOU MUST PROVIDE US WITH INSURANCE PLEASE REVIEW ON THE NEXT PAGE NO VENDOR WILL BE ALLOWED ON THE PROPERTY WITHOUT PROVIDING INSURANCE –NO EXCEPTIONS**

**50% DEPOSIT DUE TO HOLD SPACE JANUARY 15 – NO EXCEPTIONS) \_\_\_\_\_  
If not received, vendor will forfeit their location from Biketoberfest.**

**BALANCE DUE – FEB. 15, 2016 - NO EXCEPTIONS. Amount \$ \_\_\_\_\_  
'NO BALANCE' PAID, DEPOSIT WILL BE LOST**

**YOU MUST SIGN AND RETURN THIS APPLICATION/CONTRACT IN ORDER TO SECURE YOUR VENDOR SPACE LOCATION.**

CHECK OR MONEY ORDER MUST BE MADE PAYABLE TO: NEW SMYRNA HARLEY DAVIDSON

VENDOR DISPLAY AND BUSINESS HOURS ARE FROM 9AM TO 8PM.

ALL TRACTOR-TRAILERS ARE REQUIRED TO BE ON THE LOT AND IN PLACE NO LATER THAN MARCH 2<sup>ND</sup>.

ALL TENT VENDORS ARE REQUIRED TO BE ON THE LOT AND IN PLACE BY 8 PM MARCH 3<sup>RD</sup>.

ALL VENDORS REFRAIN FROM BREAKING DOWN AND/OR LEAVING BEFORE 6PM MARCH 13<sup>TH</sup>.

MAIL TO: BIKER THREADS  
ATTENTION: BRIAN HOLT  
1297 OCEAN SHORE BLVD  
ORMOND BEACH, FL 32176

CONTACT: BRIAN HOLT  
Phone: (407) 721-9110  
Fax: (386) 441-5040  
Email: [brianholt@officialgearpromotions.com](mailto:brianholt@officialgearpromotions.com)

**REMINDER WE MUST HAVE INSURANCE IN ORDER FOR YOU TO SET UP NO INSURANCE MEANS YOU CANNOT SET UP THIS POLICY WILL BE ENFORCED.**

This Application/Contract for Vendor Space at NEW SMYRNA HARLEY, New Smyrna Beach, Florida is hereby made subject to written acceptance by Landlord as set forth below. Vendor space will be assigned only after application has been approved and accepted evidenced by the signature of Landlord below. This Contract shall be governed by Florida law with venue to any action located in Volusia County, Florida.

Landlord will supply Vendor one (1) parking pass in addition to providing on-site security for after display hours only. Immediately upon your arrival to the dealership, please see BRIAN HOLT for the parking pass. Anyone not having the parking pass visible displayed in front vehicle window may be towed at Vendor expense. Vendor agrees to collect applicable Florida state and local taxes and deposit with proper agencies and shall indemnify, defend and hold Landlord harmless for any claim for unpaid taxes or other violation in regard to taxes. At its discretion, Landlord reserves the right to prohibit the sale and/or display of any products it considers unsuitable or in poor taste. Temporary use of the Vendor Space is an exclusive right, granted by Landlord and may not be split, shared, or sublet. Vendor shall only use the one (1) marked electrical outlet allowed for the assigned Vendor Space location and none other. There shall be no motorcycle raffles or giveaways. No animals of any kind will be allowed on the property. Failure to comply with any term of this Contract, the rules of the Landlord, or any directive of Landlord could result in ejection from the event and retraction of future contracts.

**INSURANCE.** Vendor shall obtain and keep in full force and effect during the Term, at its own cost and expense, to protect THE OFFICIAL GEAR COMPANY who shall each be named as additional insures: (a) general comprehensive public liability insurance to afford protection against any and all claims for personal injury, death, or property damage occurring in, upon, adjacent to, or connected with the Premises, or any part thereof, in an amount of not less than \$1,000,000.00 (one million dollars) for injury or death arising out of any one occurrence, and \$1,000,000.00 for damage to property in respect of one occurrence; and (b) insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of fire insurance policies with extended coverage, to Vendor's property for the full insurable value thereof. All such insurance shall be written in form and substance reasonably satisfactory to Landlord by an insurance company of recognized responsibility licensed to do business in the State of Florida. Prior to Vendor setting-up on site, all monies must be paid and the original insurance policies or appropriate endorsements shall be deposited with THE OFFICIAL GEAR COMPANY.

**INDEMNITY/HOLD HARMLESS/ASSUMPTION OF RISK.** Vendor will indemnify and save harmless Landlord (including the Official Sponsors, Official General Contractors, facility owners) and their owners, representatives, employees, officers, directors, assigns, and agents from and against any and all liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims, and judgments (to the extent that the same are not paid out of the proceeds of any policy of insurance furnished by Vendor to Landlord) hereof arising from injury, or claim of injury, during the term of this agreement to person or property of any and every nature, and from any matter or thing, growing out of the occupation, possession, use, management, improvement, construction, alteration, repair, maintenance, or control of the dealership Premises or Vendor's Vendor Space by Vendor, the use of facilities and equipment thereon, the streets, sidewalks, vaults, curbs, and gutters adjoining the Premises, the appurtenances to the Premises, arising out of Vendor's failure to perform, fully and promptly with each and every term, covenant, condition, and agreement herein provided to be performed by Vendor or by Vendor's actions including the actions of its contractors, employees, agents, or owners. Vendor, at Vendor's own cost and expense, will defend by counsel of Landlord's choosing and Vendor's reasonable approval any and all suits that may be brought and claims which may be made, against Landlord by any third party for any liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims, and judgments and shall satisfy, pay, and discharge any and all judgments that may be caused by Vendor that results in an action or actions in which Landlord is included as a party defendant, or that may be filed against the Premises, or the Improvements thereon, or the appurtenances, or any interest therein, and in the event of the failure of Vendor to pay the sum or sums for which Landlord shall become liable as aforesaid, then Landlord may pay such sum or sums, with all interest and charges which may have accrued thereon, and the amount so paid by Landlord shall be payable by Vendor to Landlord upon demand. Vendor shall assume the risk of and loss, claim or damage to person and its property from theft, damage by fire, or any other cause, including the negligence and gross negligence of any entity except Landlord.

**HAZARDOUS MATERIAL.** The Vendor shall keep and maintain the Demised Premises in compliance with, and shall not cause or permit the Premises to be in violation of, any federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions (Hazardous Materials Laws) on, under, about, or affecting the Demised Premises. The Vendor shall not use, generate, manufacture, store, or dispose of on, under or about the Demised Premises or transport to or from the Demised Premises any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to hereinafter as Hazardous Materials). The Vendor shall be solely responsible for, and shall indemnify and hold harmless the Landlord, its directors, officers, employees, agents, successors, and assigns from and against, any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to Vendor's violation of this provision.

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

VENDOR SIGNATURE:

Accepted By Landlord, THE OFFICIAL GEAR COMPANY

\_\_\_\_\_  
PRINT VENDOR NAME & TITLE:

\_\_\_\_\_  
Brian Holt, President - Director