

# MID-SOUTH BIKE FEST

July 20 thru 24, 2016  
Mid-South Coliseum  
996 Early Maxwell Blvd.  
Memphis, TN 38104

## EXHIBITOR/VENDOR APPLICATION

Exhibitor/Vendor's Company Name: \_\_\_\_\_

Contact Name: (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Exhibitor/Vendor's Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address: \_\_\_\_\_

Exhibitor/Vendor's (list below all products, services or menus to be sold or displayed) attach additional sheet if needed: All items for sale must be listed below **No Exceptions. Once submitted no changes can be made.** No illegal or counterfeit items can be sold. Vendors are not authorized to change the name of this event in any way, sell or distribute anything with name Mid-South Bike Fest, Memphis Bike Week, Memphis Bike Rally, Memphis Round Up or anything similar, on any goods, items, equipment, documents or flyers. Merchandise with this or similar wording will be confiscated and the vendor's contract will be voided. Failure to list all items can and will void this agreement and vendor fees will not be refunded.

1.	2.
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23.	24.

I have read and understand the requirements stated above and agree that any violation(s) will result in the termination of my contract and removal from the Mid-South Bike Fest 2016.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Fill out form completely

# MID-SOUTH BIKE FEST

July 20 thru 24, 2016

Mid-South Coliseum

996 Early Maxwell Blvd.

Memphis, TN 38104

## EXHIBITOR/VENDOR APPLICATION

### FEES

Exhibitor/Vendor's fee is for the entire event.

Exhibitor/Vendor will pay The Mid-South Bike Fest an Exhibitor/Vendor's fee for each location/space used and security deposit as set forth below. Food vendors require a \$200 deposit and Non-Food vendors \$50. Deposits and fees shall be due at the time of registration. Within 5 business days, pending a clean inspection of the space you occupied, your deposit will be returned via the method you registered for the event. Deposits will be mailed if paid by check, so please make sure you provide a valid mailing address, in order to receive your deposit timely.

Booth space 9' X 18' = \$150 for 4 days and receive a \$50 credit on any advertising package.

Booth space 18' X 18' = \$200 for 4 days and receive a \$50 credit on any advertising package.

Booth space 27' X 18' = \$250 for 4 days and receive a \$50 credit on any advertising package.

Booth space 37' x 18' = \$350 please email [memphisbikefestvendor@gmail.com](mailto:memphisbikefestvendor@gmail.com) for any additional space pricing.

The Mid-South Bike Fest will provide Three (3) worker passes at no additional cost, any additional passes needed for workers, will be \$25 each. Space assignments shall be at the discretion of the Director of the vendor area and The Mid-South Bike Fest. All Exhibitor/vendors are responsible for water and any tools or materials needed for your product/space.

The Mid-South Bike Fest is not responsible for any kind of products or materials sold by any Exhibitor/Vendor participating in The Mid-South Bike Fest weekend.

Size of space needed \_\_\_\_\_ Fee for that space \$ \_\_\_\_\_

How many workers/employees will be working at your booth? \_\_\_\_\_

Will you need additional passes, if so how many? \_\_\_\_\_ (additional fee applies for each)

Signed By: \_\_\_\_\_

Exhibitor/Vendor's Printed Name

\_\_\_\_\_

Exhibitor/Vendor's Signature

Date: \_\_\_\_\_

Fill out form completely

# **MID-SOUTH BIKE FEST**

July 20 thru 24, 2016

## **EXHIBITOR/VENDOR AGREEMENT**

### **RULES OF THE EVENT**

The Mid-South Bike Fest Committee wants you to enjoy your visit, and asks that you please observe these rules. Observing these guidelines and respecting the rights of those in our community will ensure everyone has a great time, and helps us maintain a healthy and safe environment for the event.

- No Firearms or Weapons
- No Pets
- No Fireworks
- Do Not Use The Fences As Stakes For Tents
- No Scaffolding Over 6 Feet High
- NO Camp Fires Permitted
- All Unlicensed Vehicles Must Be Registered
- For Your Safety, No Glass Containers Allowed
- Speed Limit for All Vehicles Is 5 MPH inside the event
- Grills or Cook Stoves in Camping Area Only
- Place All Trash In Trash Cans or Bags
- Never Cut Down Trees or Cut Limbs
- Always Leave Room For Spectators
- No Off-Road Riding
- No Illegal substances or contraband shall be brought onto our facility
- State of Tennessee and Shelby County law PROHIBITS alcohol from being brought onto our facility
- State law requires a HELMET must be worn in the State of Tennessee
- For First Aid and Security Assistance, Go to Main Gate
- No Staking- all tents must be framed (water barrels or concrete blocks)
- No walking or riding vendors will be allowed at this event. If caught outside your paid vending area, items can be confiscated and you will be removed from the event.

#### **Terms & Conditions:**

Space assigned on a first come/first served basis.

Full payment is due at time of registration.

Cancellations must be made in writing and received before June 15, 2016. Cancellations received after June 15, 2016 will not receive a refund.

#### **ADDITIONAL INSUREDS AND WAIVER OR SUBROGATION**

In addition to the parties named in the Indemnification Section of this Exhibitor/Vendor Agreement, the following parties must also be named as Additional Insured's and Exhibitor/Vendor must waive all rights of subrogation against them: City of Memphis, Mid-South Bike Fest 2016, Liberty Bowl Memorial Stadium, Bikers and Social Clubs 4 Change, Memphis City Government, Global Spectrum Arena Limited Partnership.

#### **PAYMENT TERMS**

Based on the above requirements Exhibitor/Vendor agrees to pay the TOTAL FEE AT TIME OF REGISTRATION via Pay-Pal on the Mid-South Bike Fest website or certified funds (cashier's check). No other form of payment will be accepted. Please send all payments to: Mid-South Bike Fest, P.O. Box 750043, Memphis, TN 38175-0065.

**Food and product vendors:**

**For details, please contact:**

**Lamar Lusk: Phone: 901-229-0144**

# **MID-SOUTH BIKE FEST**

July 20 thru 24, 2016

## **EXHIBITOR/VENDOR AGREEMENT**

This Agreement (the "Agreement") is made by and between Mid-South Bike Fest whose name appears on the signature line hereto the Mid-South Bike Fest (the "Event") and the Exhibitor/Vendor whose name appears on the signature line hereto (the "Exhibitor/Vendor/Vendor") and is effective as of the date accepted by the Mid-South Bike Fest.

WHEREAS, Mid-South Bike Fest conducts various events held at the Mid-South Coliseum located at 996 Early Maxwell Blvd., Memphis, TN 38104 (the "Facility").

WHEREAS, Exhibitor/Vendor desires to display the product or service described at the Mid-South Bike Fest (the "Event").

NOW THEREFORE, in consideration of the mutual agreement and promises acknowledged and contained herein, the parties hereto agree as follows:

### **1. FEES**

Exhibitor/Vendor shall pay "Event" and one or more fees for the use of the display space(s) (the "Display Area") and related services, if any, in accordance with the terms and conditions set forth in the Exhibitor/Vendor Applications (the "Application") selected by the "Exhibitor/Vendor".

### **2. EXHIBIT SPECIFICATIONS AND REQUIREMENTS**

A. Set-up and Move Out shall be in accordance with the terms and conditions set forth within the Exhibitor/Vendor Agreement. Set-up begins Thursday, July 21st @ 8am. Move Out by 5 p.m. Sunday, July 24<sup>th</sup>.

#### **B. Installation and Removal**

Exhibitor/Vendor is responsible for installation and removal of the Exhibit. Exhibitor/Vendor shall be allowed to move into Exhibit/Vending Area and unload according to the set-up times set forth above. Exhibitor/Vendor shall arrange for its own labor and shall comply with all regulations set forth by Mid-South Bike Fest, unions and/or local labor laws. Exhibitor/Vendor assumes all liability for the installation and dismantling of the Exhibit. Set-up begins Thursday, July 21st @ 8am. Move Out by 5 p.m. Sunday, July 24<sup>th</sup>.

#### **Equipment and Personnel**

Exhibitor/Vendor shall provide, at its expense, the equipment, product and properly attired personnel required to maintain a quality Exhibit. Electric and water will not be provided. Exhibitor/Vendor's personnel shall conduct themselves in a professional manner and abide by all Facility rules and regulations and instructions from Mid-South Bike Fest personnel. In the event Mid-South Bike Fest provides Exhibitor/Vendor with credentials, they must be displayed at all times while on Mid-South Bike Fest property.

### **C. Restrictions**

Mid-South Bike Fest reserves the right to restrict Exhibitor/Vendor to a minimum noise level and to suitable methods of operation, display materials and general decorum. If, in Mid-South Bike Fest's sole discretion, an Exhibit, its personnel, or contents are deemed unsuitable or objectionable, Exhibitor/Vendor shall be subject to removal. This reservation includes, but is not limited to, persons, things, conduct, printed matter, or any item which MID-SOUTH BIKE FEST, in its sole discretion, believes may be unsuitable for an objectionable to patrons or MID-SOUTH BIKE FEST'S reputation. In the event of any removal or restriction, MID-SOUTH BIKE FEST shall not be liable for refunding any fees paid by Exhibitor/Vendor. All Exhibits must remain within the confines of the Exhibit/Vending Area. All equipment and materials must be located within the Exhibit/Vending Area. Attendants, models and other employees and personnel must confine their activities to the Exhibit/Vending Area. Handouts, including literature and souvenir items, and any and all promotional materials may only be left for Exhibit/Vending in or distributed from Exhibitor/Vendor's Exhibit/Vending Area. MID-SOUTH BIKE FEST reserves the right to relocate the Exhibit/Vending Area. The quality and presentation of all Exhibits must be approved by MID-SOUTH BIKE FEST.

### **3. LICENSING**

All Exhibit/Vending merchandise shall be licensed merchandise acquired through the proper channels with all royalties paid, if applicable. Proof of the same shall be furnished upon request by MID-SOUTH BIKE FEST.

### **4. PARKING**

Due to possible space constraints at the Facility, whether or not Exhibitor/Vendor shall be permitted to move vehicles into the Exhibit/Vending Area to unload is set forth within this "Agreement". If so permitted, Exhibitor/Vendor shall park vehicles in assigned parking areas after unloading. Any vehicles in violation shall be towed at Exhibitor/Vendor's expense. One parking pass will be provided as outlined on vendor application. Due to possible space constraints at the Facility, whether or not Exhibitor/Vendor shall be permitted to move vehicles into the Exhibit/Vending area to unload will depend on the foot traffic and space restrictions in the vending areas. If so permitted, Exhibitor/Vendor shall park vehicles in assigned parking areas after unloading. Any vehicles in violation will be towed and at Exhibitor/Vendor's expense. Parking for stock trailers and tow vehicles shall park in assigned parking areas.

# MID-SOUTH BIKE FEST

July 20 thru 24, 2016

## Exhibitor/Vendor Agreement

### 5. Deposits

Food vendors require a \$200 deposit and Non-Food vendors \$50. Deposits and fees shall be due at the time of registration. Within 5 business days, pending a clean inspection of the space you occupied, your deposit will be returned via the method you registered for the event. Deposits will be mailed if paid by check, so please make sure you provide a valid mailing address, in order to receive your deposit timely.

### 6. AUDIT RIGHTS (if applicable)

For a period of three (3) years after any Event, MID-SOUTH BIKE FEST or its designated agent shall have the right to examine, audit and copy Exhibitor/Vendor's books and records, including tax records, and interview employees to ensure compliance with this Agreement. If such audit determines an underpayment, payment shall be made within five (5) days of written demand by MID-SOUTH BIKE FEST along with interest, calculated per the "Attorneys' Fees/Interests" section below, and MID-SOUTH BIKE FEST costs (including legal and accounting fees) incurred in auditing and collecting the underpayment.

### 7. RISK OF LOSS

EXHIBITOR/VENDOR ASSUMES ALL RISK OF LOSS OR DAMAGE TO EXHIBITOR/VENDOR'S MERCHANDISE, EQUIPMENT, FIXTURES AND PROPERTY FROM ANY CAUSE WHATSOEVER. Exhibitor/Vendor is responsible for securing its Exhibit/Vending Area.

### 8. INDEMNIFICATION

Exhibitor/Vendor agrees to release indemnify, defend and hold harmless MID-SOUTH BIKE FEST, its parent, subsidiaries and affiliated companies, and their respective shareholders, directors, officers, employees, agents, successors and assigns, as well as the City in which the Event is held, any and all Event sponsors and sanctioning bodies, hereto (the "Indemnified Parties"), from and against all claims, damages, liabilities, losses, demands, suits, legal proceedings, or causes of action of any kind, including damages arising from personal injury of death and damage to real or personal property, and costs and expenses, including attorney's fees and costs of investigation and suit, (the Damages") arising from or any way connected with the Agreement or any illegal or actual breach thereof, or from any act of omission of Exhibitor/Vendor, its employees or agents, WHETHER OR NOT SUCH DAMAGES ARE BASED ON OR ALLEGED TO BE DUE TO THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES. Furthermore, Exhibitor/Vendor agrees that the above indemnity shall extend to all fines levied and/or penalties incurred as a result of Exhibitor/Vendor not possessing and Exhibit/Vending current permits and licenses.

MID-SOUTH BIKE FEST or their respective indemnified parties makes no guarantees that vendor will make a profit or nay monies whatsoever as a result of its activity at said event. Before completing this application, vendors are urged to consider carefully whether the type of products being offered will be attractive and desirable to the motorcycle public. All financial loss will be borne by the vendor and no such loss shall be the basis of a refund of fees paid to MID-SOUTH BIKE FEST or their respective indemnified Parties.

### 9. CONSEQUENTIAL DAMAGES

MID-SOUTH BIKE FEST shall not be responsible for any incidental or consequential damages, lost profits or punitive damages. In no event shall damages recoverable by Exhibitor/Vendor exceed the payments (or portion thereof, as the case may be) it made to MID-SOUTH BIKE FEST pursuant to this Agreement.

### 10. INSURANCE (if Applicable)

#### CGL Coverage

Exhibitor/Vendor shall obtain, at its own cost and expense, commercial general liability insurance in the name of Exhibitor/Vendor that names MID-SOUTH BIKE FEST as additional insured, and which insures all operations of Exhibitor/Vendor (including the operations of Exhibitor/Vendor contemplated by this Agreement), and Exhibitor/Vendor's contractual undertaking the liability of another and Exhibitor/Vendors' assumption of liability. Such insurance shall be written with a limit of a least One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, property damage and personal injury. Exhibitor/Vendor shall cause such insurance to be endorsed with an endorsement that the insurance issued to Exhibitor/Vendor shall be primary to and not contributory with any insurance coverage or self-insured program of Mid-South Bike Fest.

Workers' Compensation Coverage Exhibitor/Vendor shall also maintain, at its own cost and expense, workers' compensation insurance in respect of all employees, players, performers and any borrowed, leased or other person to whom such compensation may be payable by Exhibitor/Vendor.

# **MID-SOUTH BIKE FEST**

**July 20 thru 24, 2016**

## **EXHIBITOR/VENDOR AGREEMENT**

At least fourteen (14) days prior to the Event, Exhibitor/Vendor must provide MID-SOUTH BIKE FEST an original certificate of insurance naming the Indemnified Parties as Additional insured's and waiving all rights of subrogation. No copies of faxes will be accepted. All insurance shall be in a form and from an insurer reasonably acceptable to counsel of MID-SOUTH BIKE FEST and shall require at least thirty (30) days prior written notice of any modification, cancellation, or exhaustion of limits. Exhibitor/Vendor will provide MID-SOUTH BIKE FEST with a certified copy of the above policies if so requested.

### **11. COMPLIANCE WITH LAW**

Exhibitor/Vendor shall comply with all Federal, state, city and local laws, ordinances, rules and regulations. Exhibitor/Vendor agrees to be responsible for obtaining local, city, state and federal licenses and permits required.

### **12. INFRINGEMENTS**

Exhibitor/Vendor shall not in any way refer to any registered trademarks or service marks of MID-SOUTH BIKE FEST or its sponsors and affiliates.

### **13. FORCE MAJEURE**

MID-SOUTH BIKE FEST shall not be liable for failure to perform hereunder due to an act of God, weather, government, sanctioning body, riot, war, strike, labor disturbance, civil disorder, terrorism, vandalism or other cause beyond its reasonable control, provided that it gives prompt written notice to the other party.

### **14. DEFAULT**

The occurrence of any of the following shall constitute default (a "Default") under this Agreement:

- A. Any violation by Exhibitor/Vendor of this Agreement
- B. The failure by Exhibitor/Vendor to make a required payment under this Agreement by the due date;
- C. The insolvency or bankruptcy of Exhibitor/Vendor; or
- D. The subjecting of any of Exhibitor/Vendor's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

### **15. TERMINATION**

If Exhibitor/Vendor is in Default under this Agreement or any other agreement Exhibitor/Vendor may have with MID-SOUTH BIKE FEST or one of its affiliates, MID-SOUTH BIKE FEST may terminate this Agreement, without notice to or demand on Exhibitor/Vendor, in which event Exhibitor/Vendor shall forfeit all payments, MID-SOUTH BIKE FEST may also terminate this Agreement at its discretion and if such termination is not due to a Default, MID-SOUTH BIKE FEST shall refund to Exhibitor/Vendor a sum equal to Exhibitor/Vendor's payment (s) to MID-SOUTH BIKE FEST less the total expenses incurred by MID-SOUTH BIKE FEST prorated among all Exhibitor/Vendors, which amount shall be determined in MID-SOUTH BIKE FEST's sole discretion.

### **16. NO REPRESENTATIONS OR WARRANTIES**

Other than expressly provided herein, MID-SOUTH BIKE FEST specifically makes no representations or warranties to Exhibitor/Vendor, express or implied, including any representations and warranties as to the size of the crowd anticipated to attend the Event, or the traffic anticipated for, or the visibility of, the Exhibit/Vending Area. Exhibitor/Vendor accepts the Exhibit Vending Area "AS IS, WHERE IS."

### **17. CONDITION**

All Exhibit/Vending Areas shall be kept neat and orderly at all times and supplies and other such items shall be kept under cover. On the move-out date Sunday, July 26 by 5:00 p.m. The Exhibit/Vending Area shall be returned to the condition in which it was received.

### **18. INDEPENDENT CONTRACTOR**

MID-SOUTH BIKE FEST and Exhibitor/Vendor shall remain independent of each other and nothing contained herein or done otherwise shall be construed to create joint venture, partnership, principal-agent, employer-employee or similar relationship between MID-SOUTH BIKE FEST and Exhibitor/Vendor.

### **19. INVALIDITY**

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision was omitted.

# MID-SOUTH BIKE FEST

July 20 thru 24, 2016

## EXHIBITOR/VENDOR AGREEMENT

### 20. GOVERNING LAW AND CONSENT TO JURISDICTION & VENUE

This Agreement is subject to and shall be construed in accordance with the substantive laws of the state in which the Event takes place without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction of state and federal courts in such state with respect to any disputes hereunder and to venue in any such state or federal court.

### 21. ASSIGNMENT

Exhibitor/Vendor shall not assign, sell or donate this Agreement or space on its vehicles or the Exhibit/Vending Area for any reason to any third party. All signage must pertain to the authorized Exhibit. Reference to any particular event or series on Exhibit A shall include any successor or replacement event or series.

### 22. CONFIDENTIALITY

The term of this Agreement shall be kept confidential and neither party shall disclose them to any third party except its attorneys and accountants or as required by law.

### 23. BINDING AGREEMENT

This Agreement shall be binding upon the parties, their permitted successors and assigns.

### 24. ATTORNEY'S FEES/INTEREST

If MID-SOUTH BIKE FEST brings or defends against any legal action or other proceeding to interpret or enforce the terms of this Agreement, it shall be entitled to recover attorneys' fees and any other costs incurred, in addition to any other relief to which it is entitled. Any amounts delinquent more than thirty (30) days shall accrue interest at the rate of eighteen (18%) percent per annum compounded monthly or such lesser rate as is permitted by law.

### 25. INTERPRETATION

Each party and its counsel have reviewed this Agreement and the normal rule of construction that nay ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

### 26. WAIVER

The failure by MID-SOUTH BIKE FEST to enforce any provision of this Agreement shall not be construed as a waiver or limitation of MID-SOUTH BIKE FEST'S right to subsequently enforce and compel strict compliance with every provision of this Agreement.

### 27. CORPORATE AUTHORITY

Each individual executing this Agreement on behalf of Exhibitor/Vendor, if a corporation, represents and warrants that she/he is duly authorized to execute and deliver this Agreement on behalf of said corporation, and that this Agreement is binding upon said corporation in accordance with its terms.

### 28. ENTIRE AGREEMENT AND MODIIFCATION

This Agreement and any Exhibits hereto constitutes the entire Agreement between the parties and there are no other promises or conditions in any other agreement whether verbal or written. Exhibits supplement the terms hereof but in the event of a conflict between this Agreement and an Exhibit, this Agreement shall govern, and Modification of this Agreement requires a written amendment specifically referring to this Agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives of the dates set forth below. THIS AGREEMENT IS ENFORCEABLE ONLY UPON ACCEPTANCE BY AN OFFICER OF MID-SOUTH BIKE FEST. I have read and understand all policies and procedures stated in this contractual agreement and agree that any violations will result in the termination of my contract and removal from the Mid-South Bike Fest 2016.

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Exhibitor/Vendor's Printed Name

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Date

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Exhibitor/Vendor's Signature

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Date

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Mid-South Bike Fest Officer Signature

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Date

# Final Vendor Requirements and Check-Off List

Please **MAKE SURE** the following documents and payments are included when returning your vendor packet and agreement. All forms filled out completely and signature areas signed and dated. All vendors required documentation and payment should be returned to Mid-South Bike Fest no later than June 15, 2016.

\_\_\_\_\_ Application pages 1 and 2

\_\_\_\_\_ Original Certificate for Commercial General Liability Insurance, naming Mid-South Bike Fest as the certificate holder, and the following named as indemnified parties: Mid-South Bike Fest, City of Memphis, The Mid South Coliseum, Memphis City Government and Global Spectrum Arena Limited Partnership

\_\_\_\_\_ Agreement signature page 7

\_\_\_\_\_ Payment (Postal Money Order or Certified Funds) for booth space and any additional fees i.e. electricity, indoor booth, additional passes etc.

\_\_\_\_\_ A Complete list of all goods, products, merchandise and food items to be sold at the event (once submitted cannot be changed).

\_\_\_\_\_ I have made a copy of all items submitted for my records (page 8).

**Return to:** Mid-South Bike Fest  
P.O. Box 750043  
Memphis, TN 38175-0065

\_\_\_\_\_  
**Signature of Vendor** \_\_\_\_\_ **Date**

\_\_\_\_\_  
**For Office Use Only**

\_\_\_\_\_  
**Form of payment** \_\_\_\_\_ **Number**

\_\_\_\_\_  
**Date Received** \_\_\_\_\_ **Date Approved**

\_\_\_\_\_  
**Date Approval Email Sent**