

## Vendor General Info & Guidelines

May 20 - 23, 2021

- 1. Vendor responsible for tent, trailer, tables, chairs, power cords and all other supplies and equipment.
- 2. Your fee is for vending purposes only; overnight sleeping is not permitted (unless approved).
- 3. No outside alcohol is permitted within the Honky Tonk Central perimeter. Please help us and abide by this rule across the board. It is imperative to the success of the event.
- 4. Raffles or Motorcycle giveaways of any kind are not permitted; no music permitted (unless approved).
- 5. Flyers, brochures, or print collateral are limited to your exhibit. Distribution on property is prohibited.
- 6. You are required to park in the designated Vendor parking area. Cars/trucks are not permitted into Honky Tonk Central once the event has begun. Appropriate Vendor Parking Pass(s) will be provided.
- 8. Deliveries to the Ranch should be avoided if at all possible. If you must, please be sure to advise BRIAN HOLT. The Ranch or TMMR is not responsible for any lost or stolen items.
- 9. You agree to collect and pay applicable TN state and local taxes and deposit and indemnify, defend and hold TMMR harmless for any claim for unpaid taxes or other tax related violations.
- 10. TMMR reserves the right to prohibit sale/display of products it considers unsuitable or in poor taste.
- 11. Your space is granted solely to you and may not be split, shared, or sublet.
- 12. Once you are approved in writing by TMMR, your payment will not be refunded.
- 13. One (1) electrical outlet per assigned spot. Additional power is available for additional fee.
- 14. Pets must be ON LEASH. Not permitted in gathering areas such as food courts, Loretta's Roadhouse, Bars, and any other highly populated areas. Leash is imperative.
- 15. Failure to comply with any term of this Agreement, the rules of TMMR, or any directive of TMMR may result in ejection from the event and future events.

## **INSURANCE:**

You shall obtain and keep in full force and effect during the Event at its own cost and expense, to protect Tennessee Bike Rally LLC d/b/a Tennessee Motorcycles and Music Revival (EVENT/CERTIFICATE HOLDER) and additional insured: Loretta Lynn Ranch (PROPERTY), Loretta Lynn Enterprises, Loretta Lynn (person), R&R Promotions, and JWS LLC who shall each be named as an additional insured in an insurance policy which contains: (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 EVENT known as Tennessee Motorcycles and Music Revival and PROPERTY known as Loretta Lynn's Ranch and the common areas of all Loretta Lynn's Ranch related cabins and campground (the "Premises"), or any parts 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 (One Million Dollars) 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 Owner by an insurance company licensed to do business in the State of Tennessee.

Prior to you setting-up on site, the insurance certificate (ACCORD FORM) must be emailed to brianholt@officialgearpromotions.com and receipt confirmed.

## INDEMNITY/HOLD HARMLESS/ASSUMPTION OF RISK.

Vendor will indemnify and save harmless Tennessee Bike Rally LLC dba Tennessee Motorcycles and Music Revival and additional insured: Loretta Lynn Ranch, Loretta Lynn Enterprises, Loretta Lynn (person), R&R Promotions, JWS LLC and all the sponsors, and all of their owners, representatives, employees, officers, directors, assigns, affiliates and agents (the "Protected Parties") 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 Owner) hereof arising from injury or claim of injury, during the Term of this agreement (or at any time) to any person (including third parties) 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 Premises, the facilities and equipment thereon, the streets, sidewalks, vaults, curbs, and gutters adjoining the Premises, the appurtenances to the Premises, or the franchises and privileges connected therewith, or arising out of Vendor's acts or Vendor's failure to perform, fully and promptly, or Vendor's postponement of compliance with, each and every term, covenant, condition, and agreement herein provided to be performed by Vendor. Vendor, at Vendor's own cost and expense, will defend by counsel of Vendor's and Owner's choosing any and all suits that may be brought and claims which may be made, against Owner or the Protected Parties, or in which Owner or Protected Parties may be impleaded with others, whether Owner and Protected Parties shall be liable or not, upon any such above-mentioned liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims, and judgments and Vendor shall satisfy, pay, and discharge any and all judgments that may be recovered against Owner and Protected Parties in any such action or actions in which Owner and Protected Parties may be 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 Owner shall become liable as aforesaid, then Owner or Protected Parties may pay such sum or sums, with all interest and charges which may have accrued thereon, and the amount so paid by Owner and Protected Parties shall be payable by Vendor to Owner and Protected Parties upon demand. Vendor shall assume the risk of and loss, claim or damage to person and property from theft, damage by fire, or any other cause, including the negligence and gross negligence of any entity.

Initials
Date
Date

## **Contacts & Info**

Brian Holt
VENDOR MANAGER
brianholt@officialgearpromotions.com
407-721-9110

Loretta Lynn Ranch 8000 Tennessee 13 Hurricane Mills, TN. 37078 (931) 296-7700

(if using GPS, Ranch office is on Tennessee 13; please make sure to use the direct route to avoid coming in through the back of the Ranch)

Urgent Care 301 W Main St, Waverly, TN 37185 (931) 299-7378

Three Rivers Hospital 451 Highway 13 S, Waverly, TN 37185 931-296-4203

Walmart Supercenter 275 Walton Dr, Waverly, TN 37185 931-296-9235