

**PLEASE EMAIL OR
CALL FOR VENDOR
PRICING.**

DAYTONA BIKETOBERFEST

-1089 U.S. HIGHWAY 1, ORMOND BEACH, FL,
OCT-16-20

BOOT HILL OUTPOST, ORMOND BEACH, FL

VENDOR LEGAL NAME: _____ (HEREIN, "VENDOR")

STREET ADDRESS, CITY, STATE, ZIP _____

VENDOR CONTACT: _____

PHONE: _____

ELECTRIC: YES _____ NO _____

STREET ADDRESS, CITY, STATE, ZIP: _____

TYPE OF PRODUCT OR SERVICE: _____

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

SPACE NUMBER: _____ TOTAL FOR SPACE: _____

50% DEPOSIT DUE – ASAP -2024 TO HOLD SPACE(NO EXCEPTIONS): \$ _____

BALANCE DUE – SEP 1 2024 (NO EXCEPTIONS): \$ _____

VENDOR DISPLAY AND BUSINESS HOURS ARE FROM: **10 A.M. – 8 P.M.**

ALL TRACTOR-TRAILERS ARE REQUIRED TO BE ON THE LOT AND IN PLACE NO LATER THAN: **8 P.M. ON OCTOBER 14-2024**

ALL TENT VENDORS ARE REQUIRED TO BE ON THE LOT AND IN PLACE BY: **8 P.M. ON OCTOBER 15 2024**

WE ASK THAT ALL VENDORS REFRAIN FROM BREAKING DOWN AND/OR LEAVING BEFORE: **4 P.M. ON March 12th, 2024**

CHECK OR MONEY ORDER MUST BE MADE PAYABLE TO: **THE OFFICIAL GEAR COMPANY**

MAIL TO: THE OFFICIAL GEAR COMPANY
ATTENTION: BRIAN HOLT
106 DEER RUN LAKE DR.
ORMOND BEACH, FL 32174

CONTACT: BRIAN HOLT
Phone: (407) 721-9110
Email: brianholt@officialgearpromotions.com

*** VENDORS WILL NOT BE ALLOWED ON THE PROPERTY WITHOUT PROVIDING PROOF OF INSURANCE, NO EXCEPTIONS. (Please, review on the information on the next page.)**

WEBSITE: **WWW.OFFICIALGEARPROMOTIONS.COM**

This Application/Contract for Vendor Space at **Boot Hill Outpost, Ormond 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.

NO REFUNDS Rain Or shine event.

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 **property** 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. Force majeure does apply to this contract and event.

INSURANCE. Vendor shall obtain and keep in full force and effect during the Term, at its own cost and expense, to protect **Boot Hill Outpost and 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.

Date: _____, 20 _____

Date: _____, 20 _____

VENDOR SIGNATURE:

Accepted By Manager THE OFFICIAL GEAR COMPANY

PRINT VENDOR NAME & TITLE:

Brian Holt, President - Director