**Kerr County Youth Event Center**

**Kerrville, TEXAS**

A logo for a motorcycle company

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**SUMMIT IN THE HILLS Rally 2025**

**March 20th-23rd, 2025**

**TSMR-TEXAS SPORTBIKE MOTO RALLIES**

Dear Vendor / Dealer,

Texas Sportbike Moto Rallies presents **Summit in the Hills** Thursday, March, 20th-23rd of 2025. Thursday activities will begin at 8:00 am. thru Saturday 11:59PM.

**Vendor Set-up/Tear-Down**:

* Vendor’s will **set-up** Wednesday, March 19th stating 8am,and **tear-down** Sunday March 23rd
* Vendor Booth’s will be open from 8:00am until 10:00pm., \*\*\*Prefer Midnight when show closes each night
* **ALL Vendors are required to arrive and set-up no later than Wednesday. NO EXCEPTIONS.**
* ALL Vendors will be escorted to their booth location and are placed on a first-come, first-served basis. **No Vendor is to proceed or set-up without an escort.**

**Vendor Booth Rates\*:** (Booth must fit inside space purchased includes the tongue of any/all trailers)

* FOOD: $500 upto (10x20) - All Food Vendors Receive a 20amp Service. MUST sign page 4 of this contract.
* Retail Vendors “No Electricity”: $1.50 PER SQUARE FOOT (SOLD IN 10x10 Increments Only) Retail Vendors “With Electricity 15AMP ”: $2.00 PER SQUARE FOOT (SOLD IN 10x10 Increments Only) \*\*\***ANY ELECTRICAL CORDS, WATER HOSES, OR ANY OTHER POTENTIAL HAZZARDS MUST BE SECURED IN A SAFE MANNER AND IS THE SOLE RESPONSIBILITY OF THE VENDOR.**

\* **Retail Vendors Receive 1 armband per 10x10 space, additional worker armbands may be purchased for $40 per person.**

\***Food Vendors Call 832-544-5248 for rate other than 10x20. Food Vendors receive 2 armbands Only, additional worker armbands may be purchased for $40 per person. Water is available, must have own hose (multiple hoses recommended) or container. Ice may be purchased on the grounds.**

**Application/Contract Deadline**: A minimum of half the booth rate **MUST** be received prior to Febuary 1st 2025 to ensure your space, with payment in **FULL** by March 15th 2025. **NO MONEY WILL BE COLLECTED AT THE RALLY WITHOUT PRIOR APPROVAL.** Application required for all **NEW** and **EXISTING** vendors. Rally specific contract must be signed by **ALL** vendors.

Thank you for your cooperation. We are looking forward to seeing you at **SUMMIT IN THE HILLS RALLY 2025**!

Sincerely,

Bryan Evans

(832)544-5248

TSMRallies@gmail.com

TexasSportbikeMotoRallies 3951 Bandera Hwy STE J

Kerrville, TX 78028

**ALL VENDORS ARE RESPONSIBLE FOR KEEPING THEIR BOOTH AREA CLEAR OF CLUTTER AND TRASH. VENDORS ARE ALSO RESPONSIBLE FOR ENSURING ALL TRASH, INCLUDING ZIP TIES, ARE REMOVED FROM THEIR AREA DURING TEAR-DOWN.**

**THIS IS A FAMILY FRIENDLY EVENT, NO ONE UNDER 18 PERMITTED WITHOUT AN ADULT**

**Vendor:**

1. It is agreed that the Exhibitor will fill out, sign, and return this contract.
2. **It is agreed that booths will be rented for the entire show and that the Exhibitor for the duration of the show will tend booths. Vendors must open for business at 8:00 am sharp and will not close their booth before 10:00 pm. Vendors will be allowed to remain open for as long as they wish after 10:00 pm.** It is further agreed that there will be no subleasing of booth space. **ALL EXHIBITORS SHARING A BOOTH AND SELLING MERCHANDISE MUST SIGN CONTRACT.**
3. Vendor agrees they will arrive to unload, and set-up as outlined in Paragraph 2 regarding vendor booth rates of this contract\* and that they will be placed in their vendor location on a first-come first-served basis **(NO VENDOR IS TO PROCEED OR SET-UP WITHOUT AN ESCORT)**. Vendor further agrees once they have unloaded their product, they will move their vehicle to the designated Vendor Parking Area immediately, **NO VEHICLES WILL REMAIN IN THE EVENT AREAS.** The day after setup vehicles are no longer allowed to enter event grounds, other than those being escorted. **NO EXCEPTIONS**. \*Replenishment: Vendor must unload in the Vendor Parking area onto an available escort’s vehicle. **NO VENDOR VEHICLES WILL BE ALLOWED ONCE THE EVENT BEGINS**. \*\*Trailers must be moved to the designated parking area.
4. Insurance coverage required for this event is a commercial general insurance policy in the amount of at least $1,000,000, for general liability, which names the **Texas SportBike Moto Rallies LLC,** as additional insured (Address information bottom of page 5). You must provide this required Proof of insurance by the Paid in Full Date of March 15th 2025, or you will not be allowed to set up your vendors space.
5. It is agreed that any objects exhibited by the Exhibitor be always his/her responsibility, and Exhibitor shall be responsible for his/her safety and bear any loss by reason of theft, breakage, or other casualty’.
   1. It is agreed that Exhibitor will comply with all requirements of any government authority be it federal, state, or local – and to indemnify and hold harmless the promoters and the show facility owners, and all its constituents, from all liability due to failure to comply with any regulations.
   2. It is agreed that the promoters reserve the right to make further rules and regulations, and such changes, regarding this event as they deem necessary and proper: and upon notice to Exhibitor all said action should become part of this contract and binding on the parties hereto.
   3. It is agreed that the Exhibitor will release the promoters and the show facility owners and all its constituents from all liability for damages, injury or loss to any person or goods from any cause whatsoever, and further agrees to indemnify the promoters from all claims for damage, injury or loss.
   4. It is agreed that violators of these rules may constitute non-participation in future rallies.
   5. **IT IS AGREED THAT ALL VENDOR SPACE FEES ARE NON-REFUNDABLE**.
   6. **IT IS AGREED THAT VENDOR SPACE FEES ARE PAYABLE UP FRONT; NO FEE’S WILL BE COLLECTED AT THE RALLY SITE. AND ALL DOCUMENTS ARE RECEIVED AND APPPROVED BY MARCH 15TH 2025**
   7. **NO SEXUALY / RACIAL EXSPLISIT MATERIALS OR MERCHANDISE WILL BE “DISPLAYED” IN THE VENDOR BOOTHS**
   8. **THIS IS A SPORTY- CLASSY- FAMILY FRIENDLY- ENETERAINMENT EVENT, SO LETS PLAN SALES TO THIS DEMOGRAPHIC**
   9. **TSMR** has the exclusive right to display, license, sell and merchandise all event novelties (t- shirts, ride pins, etc.). **TSMR** 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 **TSMR** must be immediately removed from the event premises and may be removed by **TSMR** if this does not occur.

**Merchandise designed to be passed off as event merchandise (use of Kerrville rally event dates, event name, trademarks, etc.) or which has this effect will not be permitted. No signage may be displayed in Exhibitor space reading “Official Event Merchandise”, “Event Merchandise”, “Event Tees”,or any similar language advertising the sale of event merchandise. “Summit in the Hills”, are trademarks of Texas SportBike Moto Rallies. Any vendor found selling merchandise that infringes on these trademarks may be asked to leave immediately and will be subject to legal recourse.**

**Liability Release and Indemnification**

I (the applicant VENDOR identified herein) understand and agree that the terms included in this Application and Agreement are contractual in nature and that I and any persons affiliated with my vendor operations shall fully comply with all terms written above and shall abide by any other rules or regulations adopted by **Texas SportBike Moto Rallies** / **TSMR** (or its Lessor) for the **“Summit in the Hills”**(“EVENT”). • I understand that during my participation in the EVENT, TSMR and its affiliates, including **“Summit in the Hills”** and its management, staff and volunteers (collectively, PROMOTERS) merely arrange for the exhibition of items and assume NO responsibility for the supervision or safekeeping of the same. VENDOR further agrees to hold blameless the EVENT and PROMOTERS from any claim, action, or demand by any person for expense or damage arising from the exhibition. • I agree to keep, save and hold the EVENT and PROMOTERS (and the Lessor of the Venue (“LESSOR”) harmless from any and all action, liabilities, damages, judgments, costs and expenses including reasonable attorney’s fees, in the event an action is filed or does in any way arise out of, relate to, or accrue against the EVENT, PROMOTERS or LESSOR as a consequence of this Agreement or for any act, negligence or omission of the VENDOR or the VENDOR’S agents, personnel, employees, participants or volunteers (VENDOR PERSONNEL), in relation to the EVENT. In addition, I will be responsible for reimbursement to the EVENT and PROMOTERS and LESSOR and shall promptly advance all costs, including attorney’s fees, whenever any such claims and actions arise and/or reach voluntary settlements rather than judgments. VENDOR acknowledges and agrees that it shall, at its own expense, defend and indemnify PROMOTERS and LESSOR against all demands, claims, damages, costs and/or attorney’s fees arising out of or based upon (in whole or in part) the actions, conduct and/or presence of VENDOR or any of its VENDOR PERSONNEL at the EVENT or anything occurring in VENDOR’s designated vendor space. • I acknowledge that the PROMOTERS and/or anyone acting under their permission, authority or approval may record, film or take pictures or video during the EVENT of my vendor space (including any and all contents thereof and appurtenances thereto and further including, without limitation, any trademarks, graphics, signage or other indicia and any logos and verbiage contained on such signs and/or uniforms and any business or activities conducted thereon) and VENDOR PERSONNEL and agree that EVENT and PROMOTERS may use any photos, video or images of me (or images submitted by me), my VENDOR PERSONNEL or my vendor space for publicizing the EVENT or future EVENTs and to exhibit and exploit such photographs, recordings and films (collectively, the “Materials”) in any manner whatsoever, in any and all media whether now known or hereafter devised, at any time in perpetuity worldwide without compensation, including the right to use the Materials in and in connection with any productions and for advertising and promotional purposes in connection with any productions in which the Materials are incorporated in any manner whatsoever. VENDOR grants to PROMOTERS and their successors, licensees and assigns, all rights of every kind in and to the depiction of the VENDOR, and neither VENDOR, nor any VENDOR PERSONNEL nor other party now or hereafter having an interest in the vendor space or contents, shall have any right of action against PROMOTERS or any other party arising out of any use of the Materials. VENDOR acknowledges and agrees that PROMOTERS may assign this Release, in whole or in part, at any time to any party. All rights, including copyright, in the Materials shall be and remain owned and vested in PROMOTER and/or its assignees and licensees and Texas SportBike Moto Rallies LLC (TSMR), **Initial \_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_** • VENDOR acknowledges that it is an independent contractor, that it is responsible for the conduct, actions and payment of its own VENDOR PERSONNEL and that they are sufficiently skilled and trained to professionally provide VENDOR’s anticipated services or goods. VENDOR and its VENDOR PERSONNEL shall be responsible for and shall indemnify PROMOTERS and the EVENT (and LESSOR) against all costs, expenses, liens, damages and/or injuries related to or that arise from the VENDOR’s work performed or presence at the EVENT. VENDOR agrees that it shall require its VENDOR PERSONNEL to agree to be bound by this Agreement prior to allowing them on the EVENT premises. • Limitation of Liability. VENDOR and its VENDOR PERSONNEL release PROMOTERS and EVENT (and LESSOR) from all liability, claims, damages and/or liens related to or arising out of VENDOR’s and VENDOR PERSONNEL’s performance of services or their presence on or the condition of the EVENT premises. To the maximum extent permitted by law, in no event will PROMOTERS and/or the EVENT (and/or LESSOR) be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance. VENDOR agrees that PROMOTERS’ and/or EVENT’s maximum total liability to VENDOR or and of its VENDOR PERSONNEL under any circumstance and for all claims shall be limited to the return of the VENDOR’s fee paid for its vendor space. • This Agreement is entered into and performable in Texas and is governed by Texas law. Should any dispute arise between the parties hereto or their legal representatives, successors and assigns concerning any provision of this Agreement or the rights and duties of any person in relation thereto or the EVENT, the party prevailing in such dispute shall be entitled, in addition to any other relief that may be granted, to recover attorneys' fees and legal costs in connection with such dispute. For any dispute, claim or lawsuit (DISPUTE) arising out of or related in any way to this Agreement or to the EVENT, VENDOR also agrees that: (a) the exclusive jurisdiction for resolution of any such DISPUTE shall be in the courts located in Galveston County, Texas; (b) VENDOR shall (i) notify the PROMOTERS and/or the EVENT in writing of the dispute, (ii) at VENDOR’s own cost and expense prior to filing any lawsuit VENDOR shall mediate with PROMOTERS in Bandera, Texas in an attempt to resolve the DISPUTE, and (iii) any failure by VENDOR to abide by or follow this pre-filing notice and mediation procedure shall conclusively result in a waiver and release of any and all claims that VENDOR may have against the EVENT and/or the PROMOTERS (and/ or LESSOR). **Initials**\_\_\_\_\_\_\_\_

I acknowledge that I have read and understand all the terms and conditions of this vendor application and agreement. By signing below, I agree to comply with all the terms and conditions specified herein (including the general information sections) and understand that this form is an application for space only. No space will be reserved without payment. The application is subject to review and approval by festival management who reserve the right to reject any applicant for any reason. Any information is subject to change.

**SIGNATURE**: **DATE SIGNED**:

# FOOD VENDOR FIRE, SAFETY AND HEALTH CODE STATEMENT

**(ONLY FOOD VENDORS ARE REQUIRED TO SIGN BELOW)**

**By signing you agree to adhere to ALL Fire/Safety and Health Code Ordinances including, but not limited to:**

**REQUIRED FIRE EXTINGUISHERS**

* **CLASS K (Grease, Fat or Cooking Oil)**
* **CLASS A, B, C (Paper products, etc.)**

**SAFETY**

* **All fire lanes and walk-ways must be kept free of clutter**

**HEALTH CODE**

* **Proper storage of all Food**
* **Maintain adequate heating (above 135 degrees) and cooling (below 41 degrees)**
* **Proper disposal of gray water, etc.**

**FAILURE TO COMPLY WITH ANY FIRE, SAFETY AND HEALTH CODES WILL RESULT IN YOUR BOOTH BEING SHUT DOWN, YOU WILL BE ASKED TO LEAVE AND MAY ALSO INCLUDE ANY FINES IMPOSED.**

**Signature Date Signed**

**ALL VENDORS ARE RESPONSIBLE FOR KEEPING THEIR BOOTH AREA FREE AND CLEAR OF CLUTTER AND TRASH. VENDORS ARE ALSO RESPONSIBLE FOR ENSURING ALL TRASH, INCLUDING ZIP TIES, ARE REMOVED FROM THEIR AREA DURING TEAR-DOWN.**

Booth/Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TYPE OF VENDOR:  Retail  Food\*  Non-Profit BOOTH SIZE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Armbands Needed\_\_\_\_\_\_ \*\*(1 Arm Band per 10x10 space, additional Worker Armbands $40 each)

Considerations:  Non-Electric  Electric  Water

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ST: \_\_\_\_ ZIP: \_\_\_\_\_\_\_\_\_\_\_

e-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:  Cell \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\*FOOD VENDORS PLEASE MAKE SURE THE FOLLOWING MEASUREMENTS ARE ACCURATE\***

\*Length of Trailer, Including Tongue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location of Window/Windows you will Serve FROM:

Serving Location: **1.**  Curb  Trailer **2.**  Curb  Trailer **3.**  Curb  Trailer

**YOU MUST COMPLY WITH ALL FIRE, SAFETY AND HEALTH CODES AS OUTLINED ON PAGE 4 OF THE CONTRACT (CONTRACT MUST BE SUBMITTED WITH YOUR APPLICATIOB IN ORDER TO BE CONSIDERED).**

**ITEMS TO BE SOLD, BE SPECIFIC** – **ALL items MUST be attached with completed application, and subject to opposition and removal**

State Tax ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Required for our Records) **SALES TAX RATE IS: 8.25%**

BOOTH FEE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (AS QUOTED)

## (4)Days RV/SC/Tent $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (RV 50/30/ electric/water only no sewer $275) (SC Self-Contained $60) (Tent with Elec $25) CALL IN ADVANCE TO ENSURE THERE IS SPACE AVAILABLE 832-544-5248

TOTAL PAID $\_\_\_\_\_\_\_\_\_\_\_\_\_ **FEE IS NON-REFUNDABLE (SEE VENDOR CONTRACT FOR RATES OR CALL NUMBER BELOW)** **IT IS AGREED THAT VENDOR SPACE FEES ARE PAYABLE UP FRONT, NO MONEY WILL BE COLLECTED AT THE RALLY!!!!**

**WE ACCEPT ALL MAJOR CREDIT CARDS with a 4%Convience fee, OR MAKE CHECK PAYABLE TO: Texas Sportbike Moto Rallies**

**3951 Bandera Hwy STE J**

**Kerrville, TX 78028**

**Office: (832) 544-5258**

A logo for a motorcycle company

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