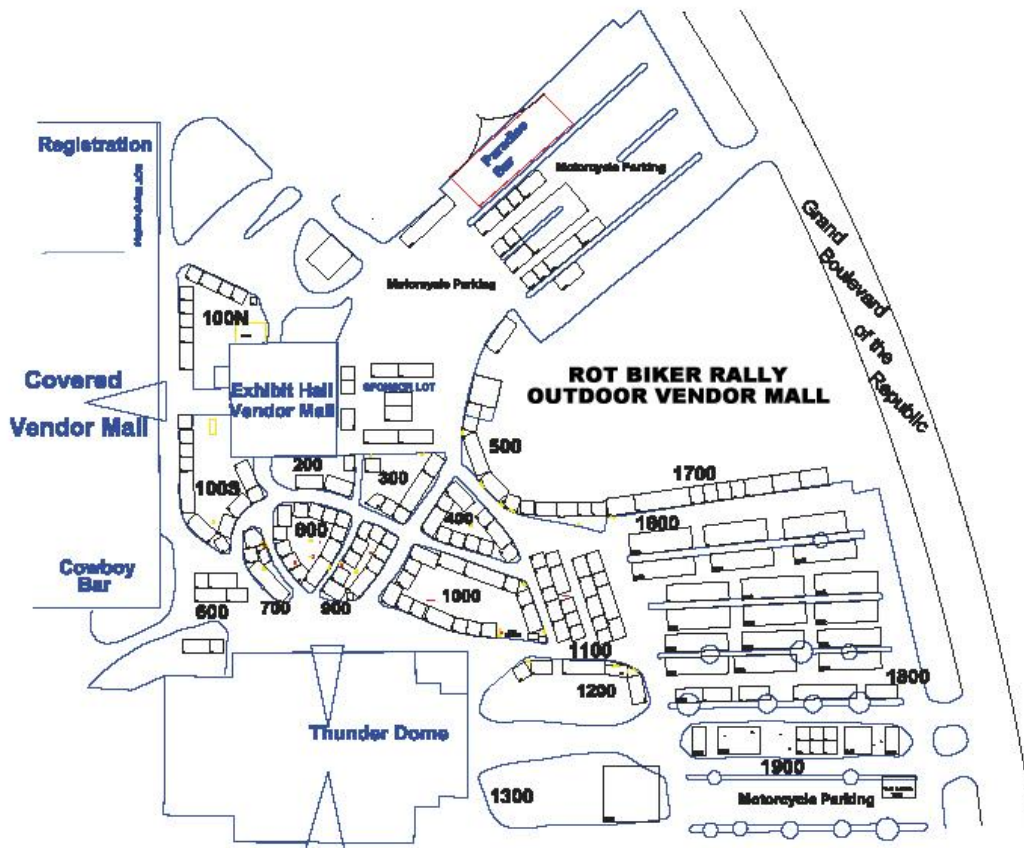




# 2019 Vendor Information Application and Agreement

June 13-16, 2019

Travis County Expo Center  
7311 Decker Lane Austin, TX 78724



## General Information

The Republic of Texas Biker Rally, Inc. (“Republic”) thanks you and your business for your interest in applying to be a vendor at the 2019 Republic of Texas Biker Rally® festival. Vendors are an important part of the ROT Biker Rally® festival experience and Republic supports its festival vendors through marketing and advertising over its heavily trafficked [www.rotrally.com](http://www.rotrally.com) website and with its annually published ROT™ Guide distributed to festival attendees. Please carefully review, fill out and return this vendor application packet and all required vendor information so that Republic may consider your application to be a vendor at the ROT Biker Rally® festival.

### What:

As shown on the included festival grounds map, the ROT Biker Rally® festival has Vendor spaces located in the center of the Travis County Expo Center grounds intertwined with all of the action and events held throughout the four-day event, drawing attendees and vendors together. With two enclosed and air-conditioned buildings, a covered vendor area and outdoor spaces, vendors can choose a wide range of space sizes and conditions to best suit each vendor’s needs.

The air-conditioned **Exhibit Hall** building contains vendors and a concession stand. It is in the middle of the festival grounds. Vendor spaces are 10' x 10' (100 sq. ft.). Assigned space will be marked on the floor of the Exhibit Hall. Vendors will have access to a 15-amp, 110-volt electric outlet but you must bring your own adequately rated long extension cords if you require electricity and wish to connect to the outlets. The Thunder Dome also has 10' x 10' spaces. These buildings are locked and secured every evening, however, the ROT Biker Rally® festival assumes no liability for any items stored in vendor spaces overnight or throughout the festival.

Vendor space is also available in the shaded, open-air **Covered Vendor Mall** located in the east side of the Show Barn. This pavilion also houses registration, the EMS room, and the Cowboy Bar™. It is subdivided into 20' x 10' (200 sq. ft.) spaces with a few 10' x 10' (100 sq. ft.) spaces, each of which has a 15-amp electrical outlet panel nearby. There is secure wireless internet coverage in this area.

The **Outdoor Spaces** are located around the center of the Expo grounds. The majority of the spaces are on grassy areas that are irregular sizes and shapes, with some on pavement or gravel. They all front onto paved walkways where the customer foot traffic will be. The Outdoor Vendor Mall has three types of spaces. The **“Preferred”** spaces are in prime locations and start at 20 feet of frontage with 20 ft depth, and most have electrical service available. The **“Standard”** spaces start at about 20 feet of frontage and may have less than 20 feet depth and do not have electricity. Big trucks and trailer rigs will park in a specially designated asphalt parking area. The **18-Wheeler** spaces are a minimum of 90 x 25 feet and neither running water nor electricity are available in this area, so be prepared to use and provide your own generator.

**When:**

The Republic of Texas Biker Rally® festival will be open to the ticketed public from June 13 to June 16, 2019. The ROT Biker Rally® festival officially opens to attendees at 8:00 a.m. on Thursday June 13 and ends at noon on Sunday June 16. Vendor check-in starts on Tuesday June 11. Further instructions for set-up and hours of operation will be provided before the festival by email.

**Where:**

The 2019 ROT Rally® festival is at the Travis County Exposition Center, located on the east edge of Austin and is easy to find and access from major highways. The address is 7311 Decker Lane, Austin, TX 78724. For driving directions, please visit our web site at <http://www.rotrally.com/visitor-guide/driving-directions>.

**ROT Rally® Festival Contacts:**

Staff personnel and important contacts are listed at [www.rotrally.com](http://www.rotrally.com). For any Vendor questions, contact Charles Hickman at [Charles@rotrally.com](mailto:Charles@rotrally.com) or call 512-966-2395. If you are also interested in additional advertising, sponsorship, and promotional opportunities, you can also call Charles at the number listed above.

**Tickets and Entry to Festival Grounds:**

Everyone on the ROT Rally® festival grounds must have and wear a ROT Rally® admission wristband. This includes all vendors and their workers or personnel. Depending on the size of the purchased vendor booth space, each business will receive from 2 to 8 wristbands. The number of wristbands received is contingent upon the booth size. Every individual working in your space throughout the festival will need his or her own personal ticket. For example, if you have a different person working each day over 3 days you will need three tickets, one for each worker. At the Vendor registration desk, each ticket is to be exchanged for 1 wristband that must be worn for the entire festival and may not be exchanged or transferred between personnel. The ROT Biker Rally® festival is an age 13 and over event, including for vendor personnel. Up to six additional tickets per vendor are available to purchase, at a discount, with your vendor application. All additional tickets are available for purchase at the regular price, either on the [www.rotrally.com](http://www.rotrally.com) web site during pre-registration or at the on-site registration area during the festival days.

**Application Process:**

To apply to be a 2019 festival vendor, please fully complete and return to Republic a copy of this application (including signature and initials on each page) and payment of the required deposit. You may mail, fax or email the application with payment and the required forms. The ROT Rally® accepts payments via American Express, Discover, MasterCard or Visa, check, or money order. The application is subject to review and approval by ROT Rally® festival staff, which reserves the right to reject any applicant for any reason within their sole discretion, and applicants may be required to submit photos that accurately represent the type and variety of items that they wish to sell. Please contact ROT Rally® staff regarding any specific location requests or special requirements, as they may result in additional fees beyond the standard amounts quoted in this packet. While the ROT Rally® festival staff will endeavor to accommodate location requests, no vendor space is guaranteed and specific vendor location requests will not be assigned until payment is completed in full.

- A minimum 50% deposit of the total fee is required with all applications submitted prior to March 1st.

- Any remaining outstanding balance along with proof of vendor's general liability insurance coverage and vendor's Texas Sales Tax and Use permit must be received by no later than March 15th. Spaces not paid in full by then or lacking required documentation are subject to resale without refund. Any amounts not timely paid shall accrue interest at the higher of 18% per annum or the maximum rate allowed by law.
- Any applications submitted on or after March 1st must be paid in full at the time of submission.
- Returned check fee is \$35 plus any other bank charges incurred.

### **Move In/Out:**

Vendors are expected and agree to be fully set up for business by the time the ROT Biker Rally® festival opens to the public and to not pack up and/or move out until after the festival ends.

1. All vendors will get their earliest allowed arrival and entry time in their confirmation letter. To allow for orderly staging and set up, scheduled vendor arrival times are staggered.
2. Vendor move-in starts on Tuesday June 11, with no access to the grounds permitted before then.
3. All vendors will be solely responsible for setting up (and breaking down) their own displays.
4. Break-down and move-out shall be from Noon to Midnight on Sunday June 16 and vendors remaining on the festival grounds beyond that time may be assessed and shall be responsible for immediately paying additional fees of up to \$1,000 per hour.
5. You are responsible for leaving the space clean and clear and removing your own trash and recyclables and, if made available, depositing them in appropriate marked containers.

### **Retail Sales Tax:**

Texas law requires all vendors selling anything to pay the appropriate local sales taxes. The applicable sales tax rate in Austin is 8.25%.

1. Vendors must provide their sales tax ID number or tax-exempt information on the application and shall submit to Republic a copy of their Texas Sales Tax and Use permit by no later than March 15th.
2. To apply for a Texas sales tax id, get on the Web at <http://www.window.state.tx.us/taxpermit/> or call the State Comptroller's office in Austin at 1-800-252-5555
3. The ROT Rally® cannot allow you on the grounds without a valid tax ID.
4. Vendors are solely responsible for collecting and paying State Sales Tax and any other applicable taxes, fees or assessments.

### **Texas DMV Registration:**

Anyone who wishes to exhibit or display licensed vehicular products that will be available for sale after the festival, including motorcycles, cars, trucks, trailers, towable recreational vehicles or motor homes, must be pre-approved in writing. Specifically, such vendors:

1. Must be licensed with the State of Texas, or have their request to display vehicles reviewed and approved by the Motor Vehicle Division staff of the Texas Department of Transportation for participation if not licensed, and
2. Make application for participation in the event at least 30 days ahead of time with the Motor Vehicle Division of the Texas Department of Transportation and with the ROT Rally® staff at least 30 days prior to the beginning of the ROT Rally® festival.

Additionally, please take note that:

1. Non-motorized trailers including motorcycle trailers and towable recreational vehicles may be approved for sales on-site if you are a valid and authorized licensee. NOTICE: Texas state law prohibits sales of new motor vehicles and used motor vehicles (automobiles, trucks, all-terrain vehicles, buses, motorcycles, motor scooter, other types of vehicles, etc.) by licensees on the ROT Rally® festival premises or at any location other than a licensed location.
2. Persons selling less than five personally-owned vehicles in a year are not required to obtain a dealer general distinguishing number (a GDN license).

3. Applicants may be approved to display motorized vehicles (new and personally owned) only with clearly stated and visible signage throughout the festival indicating that the vehicles are “for Display only and NOT for sale.” ROT Rally® festival staff will send you the paperwork at your request, or you can utilize this internet link to obtain the AS-RV2 form for participation in the event:  
<http://www.txdmv.gov/whatyouneed/forms/dealer3.htm>

**Deliveries:**

Neither the ROT Rally® or its staff nor the Travis County Expo Center will sign for or be responsible for any packages or deliveries addressed or shipped to vendors. If you are having something shipped to Austin, you must be physically present to sign for it when the delivery truck rolls up. If you are not personally there to sign for the delivery when your shipment arrives at the ROT™ TENT, the delivery will not be accepted. Do not ship packages to be delivered before the festival starts because they will be returned. Because of traffic congestion on the grounds, deliveries are to a small un-manned tent near the front gate on the main drive.

Please note the shipping address is 7311 Decker Lane • Austin, TX 78724.

**Vendor Parking & Replenishment:**

Replenishment hours are 7:00 a.m. to 9:00 a.m. Since car and truck traffic is restricted in the Vendor Mall areas please replenish your stock before the crowds arrive. Vehicles must not be left in the motorcycle parking areas around the vendor areas. There is a designated parking lot for all cars. Once the ROT Rally® festival starts on Thursday morning, any vehicle left in the Motorcycle parking areas is subject to towing at the vendor or vehicle owner’s expense. There are also trailer drop areas for your empty trailers once you have completed set up. They are not large enough to accommodate 18-wheelers so these must be parked off-site. Those who have space behind their display in the Outdoor Vendor Mall may park a vehicle if it fits in the purchased space and will NOT be moved until the festival ends. Each vendor will receive one support vehicle pass. All improperly parked vehicles and trailers are subject to towing at a fee at the vendor or vehicle owner’s expense. Handicap parking, if required, is available behind the Show Barn.

**RV/Tent Camping:**

A number of close-in RV spaces in the “Red Lot-Vendors Only” are for vendors and must be reserved through the Vendor Coordinator. The Red Lot RV spaces are self-contained (no hook-ups) and do not include additional ROT Rally® festival admission tickets. Other lots on the parade route or with electricity can be purchased on-line. The RV space is limited and goes quickly, so if you wish to reserve a space, please do so as soon as possible. Additional information on RV camping is online at [www.rotrally.com](http://www.rotrally.com). Tent camping is available on the grounds. Cars and trucks requiring in and out access from the camping areas require a separate camping pass that is for sale and available for purchase.

**Utilities — Electricity, Telephones and Internet:**

The Travis County Expo Center has 15-amp electrical circuits both inside and out, but it does not provide any extension cords for use by vendors. The electric panels will be located so that several vendors have access but vendors will have access to only one outlet per vendor space. **To connect to the outlet, you must bring your own long, suitably rated electrical extension cord.** Basic electricity, where available, is sufficient to power small lights, a computer, or a fan. The circuits will NOT power heat presses, RVs, A/Cs or other high-load electrical equipment, so please do not inconvenience yourself and your fellow vendors by overloading the circuits and blowing a fuse. If the electric panels become overloaded, the ROT Rally® festival staff reserves the right to disconnect anyone abusing the power supply. Vendors shall be liable for any costs or damages resulting from connection of faulty or misused equipment or overloading of the

circuits. If you anticipate that you will need additional power, please note it on the application and call for pricing.

No phone lines or phone service will be provided or made available. All areas will need to use cell phone technology for any telephone connections. The Covered Vendor Mall area and some outdoor spaces have wireless internet service available. The ROTV is a secured network and the password is included in the Vendor registration packet. There is also an unsecured network for the public.

**Product Guidelines, Limitations and Prohibition against Use of ROT Rally® Marks/Logos/Names/References/Artwork:**

Vendors can only sell those types of items listed on the vendor’s application and may not sell or give away any food or beverage items, tobacco products or contraband. Due to the terms of the contract with the Travis County Exposition Center, the ROT Rally® festival and our vendors on the designated expo grounds are not allowed to sell tobacco products, food, beverages, ice, or water as the Expo Center contractor G&M Catering presently has an exclusive on those items. To ensure a variety of unique products throughout the vendor areas, vendors may not sell any other items outside of their specified product lines without prior written approval from the ROT Rally® festival management.

Vendors are solely responsible for ensuring that the goods and services that they offer properly comply with all applicable laws and regulations, including those regulating health and safety and/or intellectual property protections (including protections for copyrights, trademarks, patents, and usage of name and likeness) and understand that the sale of goods and services may be subject to prior pre-approval of Exposition Center personnel not subject to ROT Rally® festival management’s control.

The terms ROT RALLY®, R.O.T. RALLY®, ROT BIKER RALLY®, R.O.T. BIKER RALLY® AND REPUBLIC OF TEXAS BIKER RALLY® are federally-registered trademarks of the Republic of Texas Biker Rally, Inc. and are protected by U.S. Reg. Nos. 3678565, 3704194, 3671828, 3713983 & 3688528. The following marks are also trade- and/or service marks of the Republic of Texas Biker Rally, Inc.: ROT™, R.O.T.™, and the cow skull “ROT” logo shown on this application. Vendor acknowledges the validity of Republic’s trademarks and trade names, acknowledges that such trademarks and trade names are the sole and exclusive property of Republic in all countries, and acknowledges that vendor shall gain no license or proprietary right in any of Republic’s marks, shall not register, infringe, dilute or harm Republic’s rights in its Marks, and that nothing contained in this application and agreement gives vendors any right, title, license or interest in or to Republic’s marks.

Vendors are not permitted to and specifically agree that they will not produce, display, sell or market any goods or services that either use any trademarks, logos, images or artwork of the Republic of Texas Biker Rally, Inc. or that reference either directly or inferentially (such as by date or location) the ROT Biker Rally® festival. (For example, vendors are not permitted to sell t-shirts that contain text such as “June 2019 Austin Biker Rally” or market their wares as “Event Merchandise.”) The applicant vendor acknowledges and agrees that the Republic of Texas Biker Rally, Inc. has the sole and exclusive right to display, license, sell and merchandise all event-related goods (shirts, caps, clothing, etc.), novelties (clothing, pins, patches, etc.) and services and that unless specifically authorized in a separate written agreement, vendors receive no license or authorization to display or sell any such goods or services or to use any of the Republic of Texas Biker Rally, Inc.’s trademarks, logos, graphics or other intellectual property. The Republic of Texas Biker Rally, Inc. and/or the ROT Rally® festival staff further has the right prior to and during the festival to inspect, approve, reject, and/or exclude in whole or in part the vendor’s display, promotion, sale or other merchandising of products or services by vendors and exhibitors at the event in its sole discretion. Any products or services rejected by Republic of Texas Biker Rally, Inc. must be

immediately removed from the event premises and may be removed by the ROT Rally® festival staff or the Republic of Texas Biker Rally, Inc. if this does not occur. Vendor merchandise designed to either directly or inferentially refer to the ROT Biker Rally® festival or to be passed off as event merchandise (i.e., via the use of event dates, event name, trademarks, type styles, logos, images, etc.) or which has this effect will not be permitted and, at the ROT Rally® staff’s sole discretion, may be confiscated, seized, disposed of without compensation, and not returned to the vendor. Any vendor producing, displaying or selling any such prohibited goods or services is subject to re-location and/or immediate expulsion from the festival grounds without any refund, additional fees as determined in the reasonable discretion of the ROT Rally® festival staff (up to and including the forfeiture of vendor’s gross festival-related sales), and a ban from ongoing or future participation in the festival. No signage may be displayed by a vendor in its Exhibitor space reading “Official Rally Merchandise,” “Rally Merchandise,” “Rally Tees,” “Event Tees,” “Event Merchandise” or any similar language advertising the sale of merchandise or services.

## Vendor Price List

### Exhibit Hall (EH) & ThunderDome (TDM)

Sizes	Fee
10x10	\$660
10x20	\$1320
10x30	\$1980
20x20	\$2680

### Outdoor Spaces (OVM)

#### 18-Wheeler

Sizes	Fee
90x25	\$1320
110x30	\$1430

#### Standard

20x15	\$300
30x15	\$450
40x15	\$570
40x40	\$1100
40x60	\$1630
45x25	\$660

### Covered Vendor Mall (CVM)

Sizes	Fee
10x20	\$640
10x30	\$950
10x40	\$1275
20x20	\$1275
20x40	\$2550

#### Preferred

20x20	\$400
20x30	\$600
20x40	\$800
20x50	\$1000
20x60	\$1160
40x40	\$1580

### Food Vendor Spaces

#### Amphitheater Food Vendor

Sizes	Fee
12x15	\$800
12x30	\$1200

#### Funk-A-Licious Food Court 2 Vendor

Sizes	Fee
12x12	\$480
12x24	\$780

**Health Food Permit Required: \$98.00**

- Pricing reflects standard spaces without any add-ons or special requests
- Vendor location is entirely at the discretion of ROT Rally® festival staff
- Call for availability and pricing on additional sizes or particular locations
- Up to six additional Vendor Personnel Tickets available at \$50 each
- Additional electricity: call for pricing and availability
- Additional electricity is required and must be purchased for all heat units (including presses and hair dryers) or other high-load equipment



## 2019 ROT Biker Rally® Vendor Application & Agreement

### Vendor Information: Please fill out completely and legibly

Company Name: \_\_\_\_\_

Display Name: \_\_\_\_\_ Contact Name(s): \_\_\_\_\_

(All correspondence, tickets, etc. will go to the person above at the address or email below.)

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Web site: \_\_\_\_\_

Texas Sales Tax ID Number: \_\_\_\_\_ TX DOT Approval Needed:  Yes

Accommodations Survey:  Hotel  RV in outdoor space  Purchase RV  Onsite Tent Camping  Other Offsite

Please Send Sponsorship Information  Please Send Advertising Information

Market category:  Motorcycle  RV  Trailers  General  Charity  Food/Beverage

Type of goods/services to be sold/ \_\_\_\_\_

Requests and/or special considerations: \_\_\_\_\_

Electricity required:  No  Yes  Heat Unit / Additional Amps needed \_\_\_\_\_ Water:  No  Required

Number of spaces requested: \_\_\_\_\_ Space Number(s) Requested: \_\_\_\_\_  Same as Last Year

### Price Calculation Table

	Location type ( EH, TDM, CVM,OVM, FOOD )	Size of Display requested		
1 <sup>st</sup> location	_____	_____	Fee	\$ _____
2 <sup>nd</sup> location	_____	_____	Fee	\$ _____
3rd location	_____	_____	Fee	\$ _____
Additional Tickets at \$50 each	Number _____		Fee	\$ _____
Electrical Fees	Type _____		Fee	\$ _____
Health Food Permit \$98 each	Number _____		Fee	\$ _____
City Of Austin Tent Permit \$50 each	Number _____		Fee	\$ _____

### (Tents in excess of 700 sq./ft.)

2016 ROT Featured Vendor Packages  Bronze \$225  Silver \$375  Gold \$500

**Total** \$ \_\_\_\_\_

Payment Type  Check  Money Order  AMEX  VISA  MasterCard  Discover

Credit Card # : \_\_\_\_\_ Expiration Date: \_\_\_\_/\_\_\_\_ Security Code: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_ \*Amount to Charge \_\_\_\_\_

Billing address if different from contact \_\_\_\_\_

*\*outstanding balances will be charged to this card on March 15, 2019 unless other form of payment is arranged.*

*Make check or money order payable to: Republic of Texas Biker Rally, Inc.*

Initial \_\_\_\_\_ Date \_\_\_\_\_



## **Additional Terms & Conditions**

### **CANCELLATIONS**

All cancellations and requests for refunds must be in writing and are subject to all of the terms and conditions of this Agreement or specified in the Vendor Information Application and Agreement packet. Any tickets provided to vendor must be returned to and received by Republic prior to the processing of any refund request. All applications are subject to a 20% application processing fee, accordingly, Republic will allow a refund of 80% of fees paid up until April 30th. No refunds will be issued for any reason whatsoever on any requests for refund received after April 30th. If for any reason through no fault of the vendor Republic is unable to accept your application to be a ROT Rally® festival vendor, a full refund will be issued. NO refunds will be given due to inclement weather or other acts of nature or resulting from any expulsion or any other sanction imposed due to vendor's violation of rules specified in the Vendor Information Application and Agreement packet and/or in this Agreement or any other violation of law or health and safety regulations.

### **NO SUBLET OR ASSIGNMENT**

You may not sublet or assign any part of a vendor space to any person who has not already registered and been approved to be a vendor at this event. Any person, firm or organization not assigned a vendor space by the ROT Rally® festival staff will NOT be permitted to solicit business within the festival grounds.

### **OPERATIONS**

Vendors are allowed to start set up on the Tuesday of week of the festival. Your confirmation information letter will give you specific date and time for set-up. Vendors are expected and agree to be set up by the time the ROT Biker Rally® festival opens to the public, to offer their goods and/or services throughout the duration of the festival, and to not break down or move out until the festival ends. If a Vendor fails to occupy the assigned space(s) by 10 a.m. Thursday, fails to make prior written arrangements, or fails to comply in any other respect with the terms of this Agreement, ROT shall have the right to reassign or permit others to utilize the assigned space(s) or any part thereof, remove Vendor from the premises, and/or assess additional non-compliance fees as determined at the ROT Rally® festival staff's reasonable sole discretion. In any of those events, all fees paid by Vendor shall be forfeited unless prior arrangements have been made in writing with and agreed to by ROT Rally® festival management.

ROT Rally® festival staff reserves the right to restrict exhibits to a maximum noise level. Each exhibit must remain within the confines of its assigned space(s). Attendants, models, and other employees must confine their activities to the space(s) occupied by the Vendor. Approved handouts, including literature and souvenir items, and any and all promotional materials, can be distributed only from within the Vendor's space. Literature and/or other promotional materials cannot be handed out, left for display, or otherwise distributed in any other area at any time without prior written permission from ROT Rally® festival management.

### **FIRE, SAFETY & HEALTH AND OTHER REGULATIONS**

Vendor agrees to observe and comply with all local, city, state and federal laws, ordinances and regulations covering fire, safety, health and all other matters and will not create or allow any dangerous conditions in the vendor's space. All exhibit equipment and materials will be reasonably located within the space and protected by safety guards when appropriate. ***New Fire Department code for Travis County requires a Tent Permit for tents in excess of 700 ft./sq. The cost of this permit is \$50.00 which can be paid with your vendor fee. The ROT Rally will obtain the permit for vendors whose tents require the permit.***

### **PERMITS & CERTIFICATIONS**

Vendors shall be responsible for compliance with any applicable laws or codes and are solely responsible for obtaining and maintaining any and all permits, licenses, certifications, degrees, clearances, approvals and/or insurance ordinarily required by law for conducting their business operations. All federal, state, and local laws governing retail sales tax and any required permitting or licensing must be followed. Vendor must provide their own Texas sales tax number and is responsible for the collections and subsequent reporting of all Texas sales tax. Anyone exhibiting or displaying state licensed products that will be available for sale after the festival, including

motorcycles, cars, trucks, trailers of any kind, towable recreational vehicles or motor homes, must be approved by TXDMV at least 30 days prior to the festival and vendor must provide proof of. Republic, the ROT Biker Rally® festival and its staff shall have no responsibility for verifying or ensuring vendor's compliance with this section.

#### **WEBSITE**

Within ten (10) days of notice of acceptance of vendor's application, vendor agrees to place a functioning link on its web site to the ROT Biker Rally® festival web site [www.rotrally.com](http://www.rotrally.com) if Vendor maintains a website. Web links must remain until 15 days after the festival ends. Graphic image and code relating to this link will be provided.

### **Liability Release and Indemnification**

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 also shall abide by any other rules or regulations adopted by Republic (or its Lessor) for the Republic of Texas Biker Rally® festival ("EVENT").
- I understand that during my participation in the EVENT, Republic and its affiliates, including ROT Rally® Productions, the ROT Biker Rally® festival 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 Exposition Center ("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 any and all demands, claims, damages, costs and/or attorneys 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.

- 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 any and 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 any and 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 any and 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 Austin, 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 Austin, 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).

I acknowledge that I have read and understand all of the terms and conditions of this vendor application and agreement. By signing below, I agree to comply with all of 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 \_\_\_\_\_

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

Keep a copy of this application, and send to:

**Charles Hickman • ROT Biker Rally • 300 Steeplechase Drive • Georgetown, TX 78626**

**Email: charles@rotrally.com or fax to (512) 366-9357. Questions email charles@rotrally.com or call (512) 966-2395.**

For show use only Date Received _____ Payment _____ Accepted by _____
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