

Ride The Ozarks Rally

2023 Vendor Booth Agreement Rules & Regulations

This agreement made and entered between Ride The Ozarks Rally, a division of the Harrison Convention and Visitors Bureau and _____

An independent contractor (Operator) whose mailing address and telephone number are:

Address: _____

Telephone Number: _____

The purpose of this agreement is to set forth the terms and conditions whereby the Operator is authorized by Ride The Ozarks Rally to operate a Business Booth for the purpose of promoting and/or selling represented products under the following terms and conditions.

TERMS AND CONDITIONS:

1. **HOURS** – The booths will be open for business

Friday & Saturday, October 13th & 14th 10:00 am - 10:00 pm

2. **REPRESENTED PRODUCTS** – Only the product (s) specified below will be allowed to be represented and/or sold at your booth during the event. No changes may be made without prior consent of Merchandise Chairman or Event Director.

3. **TERMINATION RIGHTS** – Ride The Ozarks Rally reserves the right to terminate the operation of the Operator at any time during the event for any of the following reasons:

- A. A professional manner is not maintained by the Operator and its employees
- B. Operator or its employees behave in a manner that could be construed as racist.
- C. Operator or its employees commit any act detrimental to the purpose of the event.
- D. Operator or its employees violate any provision of the Health Department.
- E. Operator or its employees fail to cooperate with event management staff.
- F. If Operator or its employees breach any of the agreements listed herein.

4. **COST** – In exchange for the right to promote and/or sell stated product (s) during the Ride The Ozarks Rally event the Operator agrees to pay Harrison Convention and Visitors Bureau \$125.00.

5. **PREMISES** – Operator warrants that the premises shall be left in original condition as upon arrival; this includes picking up trash at and around Operator's premises.

6. **SET-UP AND DEPARTURE** – Operator shall set up its Business Booth in accordance with the rules set by the event director. Set up is Thursday, October 12, 2023.

Due to event layout and space requirements, vendor's vehicles cannot be parked along side vendor's booth. Vendors will be allowed to drop off merchandise and park in the designated area. Breakdown will begin Sunday, October 15th at 8:00 am.

7. DESIGNATED AREAS/ELECTRICAL NEEDS – The Harrison Convention and Visitors Bureau will supply a standard 110 outlet for Operator at specific locations throughout the event.

Location of Booth will be in block specified; exact location decision is made at the discretion of the event director and will depend on specific electrical needs.

Operator must supply own extension cords.

Operator agrees to operate all electrical equipment, including but not limited to lights and attachments, including all wiring in a safe, intelligent manner.

Ride The Ozarks Rally cannot be held responsible for accidents caused by Operator not accurately utilizing this system.

Operator agrees to use only designated receptacles in their pre-approved location.

Operator is allowed a maximum of 20 amps. If more power is needed, there will be an additional charge based on need.

8. **INDEMNIFICATION**- Attraction Operator agrees to obtain commercial general liability insurance, including products, in an amount no less than \$1,000,000 for bodily injury and property damage from a company acceptable to the organizers. Vendor agrees to obtain liability insurance to protect Operator during the event and to provide Ride The Ozarks Rally a certificate of insurance.

Operator agrees to indemnify Ride The Ozarks Rally and any activity of the Operator during the event.

9. **TAXES** – Operator shall be responsible for the collection and payment of any tax upon the gross receipts as required by Arkansas Law.

ARKANSAS SALES TAX – Operator must pay all sales tax to the state of Arkansas in compliance with state and local sales tax laws.

10. **TERMS** – Booth fee is due with application. **The Operator will not be allowed to set up unless vendor is paid in full.** Upon signing this contract, Operator agrees to abide by the Terms and Conditions set forth herein.

TERMS & CONDITIONS:

1. Exhibits shall not display, sell, or dispense any items with offensive, profane, and/or drug related paraphernalia. The display, sale, or dispensing of these or any other items which in the opinion of the Harrison Convention and Visitors Bureau are inconsistent with the mission of the Harrison Convention and Visitors Bureau will result in the removal of vendor.
2. Exhibitor must check in with the Ride The Ozarks Rally official on duty before setting up.
3. Security will be the responsibility of the vendor. Ride The Ozarks Rally will not be responsible for damage to exhibit for any reason.
4. Exhibitor will be responsible for any trash in his/her area. Trash cans will be placed throughout the area and may be used by the vendors.
5. Exhibitors shall not transfer or sublet the space or any part thereof or permit the same to be used by any other person without the written consent of the event staff.
6. Event staff shall have the right to terminate the contract granted hereunder at any time without liability, upon the refund of the fee paid herewith. Refunds will be made if event is cancelled due to weather.
7. Exhibitor will indemnify and hold Event harmless from all costs, losses, damages, or expenses including expense of litigation and attorney's fees, resulting from any person or property arising out of any act of omission of vendor of his employees or other representatives. If requested, vendor will furnish Event staff with evidence that Exhibitor has insurance in force with a reputable insurer, including coverage (with limits approved by the Event staff) against contractually assumed liability. The Ride The Ozarks Rally, its officers, agents, or members shall not be held responsible for any loss nor damage due to theft, fire, accident, or other cause but will use reasonable care to protect the vendor from such loss.
8. Exhibit spaces shall not be reserved until payment is received. Exhibit spaces will be assigned based on order received, and based on operational and space requirements of the event.
9. No food or beverages will be given away free of charge.

BOOTH RULES: Booth assignments are made by Ride the Ozarks Rally staff based on operational and space requirements of the event. Therefore, Ride The Ozarks Rally reserves the right to refuse any application. Vendors must be checked in and materials placed in the assigned booth space during the designated set up time. Failure to set up during designated times, **removal of vehicles** from event grounds, or changing booth locations will be cause for removal of vendor. All merchandise should be clearly marked. Booth fee is for space and one 110 electrical connection. Event does not provide table, chairs, tents or electrical cords. Booth spaces are for individual vendors and may not be shared. All vendors are individually responsible for the collection and payment of state and local sales taxes (9%). **Ride The Ozarks Rally reserves the right to remove any vendor not abiding to program rules or failure to follow the instructions of official representatives of Ride The Ozarks Rally.**

Ride The Ozarks Rally

2023 Vendor Booth Application

Exhibitor Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Vehicle LIC#: _____ Phone: _____

Email: _____

Describe Products Sold: _____

Booth Info:

Vendor Space (\$125) – _____

Attraction- Call Vendor Rep for pricing- _____

Electrical Requirements 110 _____ 220 _____

Call for additional space requirements or electrical requirements.

Vendor fee for booth space \$ _____

Space Size needed _____

Special needs _____

Entered into this _____ day of _____, 2016.

Operator Signature

Ride The Ozarks Rally Representative Signature

Please return this signed contract, along with your check (made payable to *Harrison Convention and Visitors Bureau*) to 200 W Stephenson Ave, Harrison, AR 72601. Please keep in mind, spaces are limited and are assigned in order they are received! If your business is *not* selected to participate at Ride The Ozarks Rally, a full refund will be given.