



Vendor Agreement





January 2017

Dear Motorcycle Industry Vendor:

We are pleased to extend an invitation for your business to join us as a vendor from July 11-16, 2017 at **Harley-Davidson of Erie's 5th Annual BIKEFEST.**

Last year, thousands of motorcycle enthusiasts visited our dealership where they enjoyed seven days of live entertainment with Harley-Davidson factory demo rides, charity poker runs, a bikini bike wash, contests, food and beverages, group rides, and of course ... quality motorcycle industry vendors!

As Erie's only authorized Harley-Davidson dealership, our five acre site is conveniently located four miles from downtown Erie and has emerged as the most popular destination for bikers who are searching for the "Bike Week" experience. Last year, we welcomed record crowds to our dealership and from the overwhelmingly positive feedback, we expect even more visitors for this year's BIKEFEST.

Prices start at \$500 for vendor spaces. Please review, sign, and return the 2017 Vendor Registration Agreement with your payment (\$250 non-refundable deposit is required) to reserve vendor spot. **Space is limited and will be on a first-come basis.** After your application is received, we will contact you to confirm receipt and the total amount due for your vendor space. If you have any questions, please don't hesitate to contact us at either 814-838-1356 or kelly@hderie.com.

On behalf of our staff, we look forward to having your business join us for BIKEFEST 2017!

Sincerely

Kelly & Susan Lapping
Co-Owners
Harley-Davidson of Erie

2017 BikeFest Vendor Registration Form

NOTE: All Vendors MUST be set-up and operational by noon on Tuesday, July 11, 2017 and all Vendor Spaces MUST be cleared by 2 PM on Sunday, July 16, 2017.

Company/Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____

Fax #: _____ E-mail: _____ Vendor Space Size: _____

10' x 10' = \$500 20' x 20' = \$600 20' x 40' = \$700

10' x 20' = \$550 20' x 30' = \$650 Call for price quote if larger space needed

Product Description/Services: **(Required)** _____

Vendor Space Needs:

Electrical (please circle one): Y N If YES, please describe: _____

Weights (please circle one): Y N If YES, please list # needed: _____

Overnight Vehicle Parking (please circle one): Y N If YES, # Vehicle(s): _____

Vehicle(s) Description: _____

(Please note – There is a \$100 charge for electrical hook-up per vehicle for overnight parking)

AMOUNT DUE: \$ _____

Please complete this registration form and return via fax: 814-833-7603 or via email: kelly@hderie.com to receive the total \$ amount due for your vendor space.

Make Checks Payable to: Harley-Davidson of Erie

**Mail Form and Payment: Susan Lapping
3712 West 12TH Street
Erie, PA 16505**

Event/Vendor Questions: Kelly Lapping, 814-838-1356

For Office Use Only:

Payment Received (circle one): Y N Date Received: _____

Terms/Conditions:

I/We hereby agree to abide by the following terms and conditions:

1. **Term of this Agreement:** This Agreement runs from 8 a.m. Tuesday, July 11, 2017, until 2 p.m. Sunday, July 16, 2017.
2. **Insurance and Hold Harmless Provision:** Vendor/Exhibitor agrees to hold harmless and indemnify KSL Holdings, Inc. and its officers, directors, employees, agents, representatives and assignees from and against any or all liabilities or claims against KSL Holdings, Inc. (hereinafter H-D of ERIE) that may arise out of or result from or relate to any act or failure to act or any negligent act or gross or willful misconduct by Vendor/Exhibitor during the Term of this Agreement. Further, Vendor/Exhibitor shall carry liability insurance in a form and issued by a company satisfactory to H-D of ERIE, which shall name H-D of ERIE as additional insured's and certificate holders for the period of the Vendor's/Exhibitor's operation under the Term of this Agreement. Coverage shall be a minimum of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate. A copy of the certificate of insurance must be provided to H-D of ERIE and on file prior to Vendor/Exhibitor being allowed to set up for operation.
3. **Product Restrictions/List of Products Allowed to be Sold:** The sale and/or display of merchandise bearing the words "Harley-Davidson", "H-D", "HOG", "BikeFest", "Roar on the Shore", "ROTS", "R.O.T.S.", and any other variation of these trademarks specific to this event is strictly prohibited. Merchandise designed to be sold as official event merchandise or that has this effect will not be permitted. Any Vendor/Exhibitor found selling merchandise that infringes on these trademarks will be subject to legal recourse and immediate termination of this Agreement. There are no exclusives on any product or service unless sanctioned in writing by H-D of ERIE.
4. **Signage/Advertising:** Vendor/Exhibitor may only display signage with its own business name. No vending space shall display any signage reading "Harley-Davidson Merchandise", "BikeFest Merchandise", "Roar on the Shore Merchandise", "Official Rally Merchandise", "Rally Merchandise", "Event Tees" or any similar language advertising the sale of event merchandise. No signage may be displayed bearing the words, logos or acronyms for "Harley-Davidson", "BikeFest", "Roar on the Shore", or any other variation of these trademarks. No Vendor/Exhibitor shall without prior written permission by H-D of ERIE advertise, promote, distribute, or allow to be distributed any literature, promotional materials, or display any signage from any company other than its own business. Vendor/Exhibitor will be allowed to distribute its own promotional and marketing materials from its space.
5. **Additional Obligations of the Vendor/Exhibitor:**
 - a. Vendor/Exhibitor will not conduct any raffle or activity characterized under Pennsylvania law as a "small game of chance".
 - b. Vendor/Exhibitor will not begin breakdown or leave venue site before 8:00 p.m. on Saturday, July 15, 2017 without prior written permission from H-D of ERIE.
 - c. Vendor/Exhibitor will adhere to the following minimum hours of operation – Noon to 7 PM on Tuesday, July 11, 2017. 9 AM to 7 PM on Wednesday, July 12 and Thursday, July 13. 9 AM to 8 PM on Friday, July 14 and Saturday, July 16. **All Vendors/Exhibitors are required to be open and operating during these times.**
6. **Legal Compliance and Taxes:** Vendor/Exhibitor agrees to comply with all laws, licensing, permits and health department regulations. Vendors/Exhibitors are solely responsible for payment of any and all sales taxes due as a result of sales made during this event.

7. **Security:** Vendor/Exhibitor is responsible to secure their own property and ensure it is properly stored daily. H-D of ERIE is NOT responsible for damages from losses by fire, theft or any other cause.
8. **Site Maintenance:** Vendor/Exhibitor shall keep the area around its rented space free of trash, litter, and any other object capable of causing injury. All trash and debris must be removed from site before Vendor/Exhibitor departs. Any costs incurred by H-D of ERIE to repair or clean up your area will be billed to the Vendor/Exhibitor. Vendor/Exhibitor accepts responsibility and agrees to leave vending site in good condition and repair.
9. **Fire Extinguisher:** Vendor/Exhibitor shall keep at least one (1) working fire extinguisher in plain view at their space.
10. **Scope of Rental:** This is a rental of space only. H-D of ERIE will NOT provide tables or chairs. Vendor/Exhibitor acknowledges that its display will be outdoors and vendor/exhibitor must provide its own means to protect their property from the elements. Vendor/Exhibitor location will be determined by H-D of ERIE. Vendor/Exhibitor acknowledges that electric service is limited to that which currently exists. H-D of ERIE makes no warranties that electrical service will be sufficient to cover needs of the Vendor/Exhibitor.
11. **Non-Exclusivity of Space:** H-D of ERIE does not grant exclusivity to any Vendor/Exhibitor.
12. **Entire Agreement and No Oral Modifications:** This Agreement constitutes the entire understanding of the Vendor/Exhibitor and no changes, amendments, waivers or alterations hereto shall be effective unless signed by both Vendor/Exhibitor and H-D of ERIE. This Agreement may be amended or modified only by written agreement signed on behalf of the parties.
13. **Assignment, Subletting and Sharing of Rental Space:** Neither party may assign this Agreement or any part thereof without the written consent of the other. Subletting and sharing of rental space is prohibited.
14. **Severability:** In the event that any portion of this Agreement conflicts with the law under which this Agreement is to be construed, or if any such provision is held invalid or overly broad, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. If it is not possible to restate the provision in a valid and legal manner, then the invalid, illegal or overly broad portion shall be deleted from this Agreement and the remaining parts, terms and provisions shall remain in full force and effect.
15. **Relationship of the Parties:** None of the provisions of this Agreement are intended to create nor shall be deemed to create any relationship between the parties hereto other than that of vendor/exhibitor and lessee.
16. **Governing Law:** The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
17. **Dispute Resolution:** Any controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof that cannot be settled through negotiation will be submitted to the American Arbitration Association (AAA) for resolution under AAA's Commercial Rules, and judgment on the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. Said arbitration shall be conducted in Erie, Pennsylvania.
18. **Termination of Agreement:** H-D of ERIE reserves the right to terminate this Agreement at any time without prior notice if any portion of this Agreement is not completely fulfilled or a violation of any H-D of ERIE policy occurs. Specific H-D of ERIE policies related to this Agreement include, but are not limited to the following:
 - a. **Conduct:** The Vendor/Exhibitor as well as all employees and agents are expected to conduct themselves in a professional manner and to avoid any activities that reflect poorly on H-D of ERIE

or other vendors/exhibitors. Activities specifically not allowed are lewd behavior or encouraging lewd behavior, foul or offensive language, nudity or encouraging nudity.

- b. Serving any alcoholic beverages.
- c. Any drug use, intoxication or any other illegal activity by Vendor/Exhibitor or their agents or employees.
- d. Violation of any terms of this contract, any laws or ordinances, fire department regulations or codes, or health department mandates.

H-D of ERIE reserves the right to inspect the Vendor/Exhibitor contracted space at any time including set up. Any violation of any terms and conditions will subject Vendor/Exhibitor to cancellation of this Agreement and forfeiture of any money paid to H-D of ERIE. Upon notice and at the discretion of H-D of ERIE will have the right to, among other actions:

- 1. Request Vendor/Exhibitor immediately vacate contracted space voluntarily.
- 2. Take possession of space and removal of all Vendor's/Exhibitor's property and employees from H-D of ERIE property; Vendor/Exhibitor will be responsible for any expenses incurred in such removal.

Disclaimer

I have read and will comply with these terms and conditions and all applicable laws. I hereby release, waive and forever discharge H-D of ERIE, its agents, subcontractors, employees and volunteers from any and all liability (whether loss due to theft, damage, injury to your person or property, or resulting in your death, whether caused by the negligence of the releases or otherwise while the undersigned is in or upon any venue area for any purpose, acts of God or other). H-D of ERIE in no way guarantees any return or profit from this event.

Note: With my signature I acknowledge that this form is an express Agreement that I fully understand and will abide by all the rules and conditions set forth.

Vendor Representative:

Signature: _____ Date: _____

Print Name: _____ Title: _____

Dealer Representative:

Signature: _____ Date: _____

Print Name: _____ Title: _____