



2010 Vendor/Exhibitor Application and Contract

Event Information:

April 9-11, 2010 (Rain or shine)
Fri: 4pm-9pm, Sat: 11am-8pm
Sun: 11am-5pm
KOA
1240 General Booth Blvd.
Virginia Beach, VA 23451

Vendor Contact:

Tiffany Nieves
Phone: (757) 301-3091
Fax: (866) 956-0899
E-mail: tnieves@geico.com

Vendor Information (PLEASE PRINT CLEARLY):

Company Name: _____

Bus. Lic #: _____ Issuing State: _____

Contact/Authorized Representative: _____

Address: _____

E-Mail: _____ Fax: _____

Phone: _____ Cell: _____

Vendor Space:

To ensure maximum income potential for all vendors, no more than 4 vendors offering comparable products will be invited to participate in the event.

Vendor space will be accommodated based on individual need. The fee for vending space will be as follows: **10'x10'**: \$250; **10'x20'**: \$350; **20'x20'**: \$400; **20'x40'** and **larger**: \$500

Please select the dimensions you will require:

10x10 ___ 10x20 ___ 20x20 ___ 20x40 ___ Other, please specify: ___ x ___

NOTE: Your entire set-up must fit in the requested space. If you require additional space for a truck/trailer behind your booth space, that space must be included in the dimensions requested above and all applicable information completed on the next page. No exceptions will be made at check in or set up if additional space is needed that has not been allocated. Space will be provided in the vendor parking area for truck or trailer storage.

Exhibitor/Vendor Set-Up and Breakdown Schedule:

Set-Up

Thursday, April 8, 2010: 12:00PM-5:00PM

Friday, April 9, 2010: 8:00AM-2:00PM

To assist in a smooth Check-In/Set-Up process, please select an estimated day and time of arrival:

Thursday, April 8th:

___ 12:00PM-1:00PM

___ 1:00PM-2:00PM

___ 2:00PM-3:00PM

___ 3:00PM-4:00PM

___ 4:00PM-5:00PM

Friday, April 9th:

___ 8:00AM-9:00AM

___ 9:00AM-10:00AM

___ 10:00AM-11:00AM

___ 11:00AM-12:00PM

___ 12:00PM-1:00PM

___ 1:00PM-2:00PM

If additional arrangements need to be made to accommodate your set-up outside the specified dates and/or times, please contact the Vendor Coordinator.

Each vendor will receive 1 parking pass to park in the vendor parking area. Any additional vehicles must be parked in either the motorcycle parking or general parking areas.

NOTE: All vehicle traffic within the event will cease at 3:00pm, Friday, April 9, 2010. During the operating hours of the event, NO traffic (including cars, trucks, scooters, motorcycles, ATV's, golf carts, etc.) will be permitted inside the event to ensure the safety of all attendees.

All booth spaces must be set up by 3:00PM Friday, April 9, 2010 for the Fire Inspector walk-through. NO EXCEPTIONS.

Breakdown

Sunday, April 16, 2009 5:00PM-8:00PM

Monday, April 17, 2009 8:00AM-10:00AM

Any special requirements or requests:

Would you like a receipt to be provided for tax purposes? ___ Yes ___ No

Exhibitor/Vendor Contract

This agreement is hereby made by and between GEICO and the undersigned vendor to participate in the 2010 event entitled Bikers for Tykes & Troops Motorcycle Rally (hereinafter referred to as the "Event") scheduled to be held at KOA, 1240 General Booth Blvd., Virginia Beach, VA 23451 (hereinafter referred to as the "Site"), April 9-11, 2010 at the times listed above.

1. OBLIGATIONS AND VENDOR FEE

GEICO will provide the following for each booth:

- a. Display area to fit individual needs;
- b. promotion;
- c. waste receptacles;
- d. Up to 3 vendor parking passes;

Payment for exhibitor/vendor spaces must be made in full prior to set-up.

- a. Please make checks payable to **USOHR** and mail to:

Bikers for Tykes & Troops c/o Tiffany Nieves, 1345 Perimeter Pkwy, Virginia Beach, VA 23454

2. VENDOR OBLIGATIONS

Vendors shall supply all other necessary services and equipment required for operation of booths including but not limited to the following:

- a. electrical power and water, if needed;
- b. tents, tables, and chairs;
- c. Vendor's booth shall be left clean at the end of the event. All trash must be bagged and area must be clear of debris;
- d. Vendor will not break down before the end of the event for any reason;

Food vendors will also supply:

- e. fire rated canopy;
- f. cooking and serving equipment (except as noted above) and utensils;
- g. propane, charcoal, and sterno;
- h. one 10 pound ABC fire extinguisher;
- i. in booth facilities for hand washing and drying dish washing, rinsing and disinfecting (chlorine bleach or disinfectant rinse) and test strips;
- j. instant read food thermometer;
- k. single service flatware, paper products, condiments;
- l. Health Department Food Permit

3. MERCHANDISE AND PRICING

- a. Vendor agrees to sell only the items specified on the enclosed forms. If Vendor sells or attempts to sell, any item (food or Non-food) not listed; GEICO shall have the right to terminate this agreement and close Vendor's booth(s) and prohibit any further sales or other activities without refund of any fees paid by the vendor.

b. Items sold by Vendor at the event shall not be priced above the established prices nor shall the quantities specified be reduced or increased. Vendor shall include, collect and pay any and all applicable taxes in the price of the merchandise/food items.

4. COMPLIANCE WITH LAWS

a. Vendor agrees to comply at all times with any applicable health, fire, and safety; rules, regulations, orders, ordinances, and laws. Vendor acknowledges that health, fire, and safety officers shall have the right to inspect Vendor's booth(s) and operations at any time. Vendor shall immediately correct any violation and shall comply with any instruction aimed at improving the health, fire, or safety condition of the booth(s);

b. Vendor shall comply with all licensing and permitting requirements in connection with the sales and activities contemplated hereunder;

c. Vendor shall comply with and pay all applicable sales and other tax laws;

d. Vendor shall comply with all state and county laws and all directions given by GEICO or other staff, security personnel and all event staff personnel.

e. Any vendor, vendor employee or vendor guest found out of compliance with any laws or ordinances or engaging in illegal activities will be evicted from the event, without refund of any fees paid. In addition, applicable law enforcement and city governance agencies will be notified of such acts and any information provided in this application and/or contract will be forwarded.

5. INSURANCE

a. Comprehensive General Liability Insurance: Vendor shall carry, at their own expense, comprehensive general liability insurance with reputable insurance carriers acceptable to: GEICO, and the City of Virginia Beach, including product liability, personal injury, and property damage with minimum limits of one million dollars (\$1,000, 000.00) per occurrence;

b. Worker's Compensation: Vendor shall carry, at its own expense, Workers Compensation insurance in compliance with all applicable laws. Including without limitation the laws of the State of Virginia, for all of Vendor's personnel working at the Event. In the event that the Vendor holds no Worker's Compensation, Vendor will provide a signed waiver holding KOA, GEICO, and The City of Virginia Beach, and all event personnel harmless for any injury incurred during event set up or operation;

c. Certificate of Insurance: Vendor shall supply a valid certificate of insurance for one million dollars (\$1,000,000), valid for thirty days after the event listing as additional insured: "KOA, GEICO, and The City of Virginia Beach and their respective personnel, agents and assigns."

6. SECURITY AND PARKING

a. The event shall ensure general security for the site. Notwithstanding the provision of such security service, neither KOA, GEICO, and The City of Virginia Beach, nor the event shall be liable to anyone for any loss or damage property, goods, or equipment owned, controlled, or in the custody of vendor for any reason of threat, damage, pilferage, vandalism, force majeure or acts of God.

b. Vendor agrees to comply with all procedures, credential systems, and parking requirements. GEICO will make assignments to provide Vendor with parking for fully insured working vehicles.

7. TERMS

a. GEICO, by virtue of this Agreement, is only providing booth and concession space to Vendor. The relationship between GEICO and Vendor is not one of partnership, joint venture, employment or principal/agency. GEICO and vendor have no continuing relationship. Vendor's representations, warranties, and indemnities to GEICO, however, shall survive the event and may be relied upon by GEICO

8. WEATHER

a. Vendors will be set up and ready by the starting time of the event. All vendors will be ready regardless of weather conditions, and there shall be no refunding of any fees paid by Vendor for any reason.

9. ASSIGNMENT

a. This Agreement is personal to Vendor and Vendor may not assign it in whole or in part or sublet the booth space. Any attempt to so do shall render this Agreement null and void and all fees paid shall be forfeited.

10. RULES AND REGULATIONS

Vendor's rights under this Agreement are conditioned upon Vendor's compliance with the following rules and regulations:

- a. Alcoholic beverages are not allowed to be consumed or sold by Vendor on the Site
- b. Booths, cooking areas, and water areas must be kept clean at all times
- c. All trash must be bagged and properly disposed of in the designated areas;
- d. All used grease, waste water, and ashes must be properly disposed of in designated areas;
- e. Food vendors must have a 10 lb. ABC type fire extinguisher. However, if Vendor is using a propane tank larger than 40 lbs, Vendor must have a 20 lb fire extinguisher;
- f. Vendor must take full legal responsibility for participation in the event and GEICO will be the party with whom Vendor will conduct all legal transactions;
- g. Vendors may only sell items approved;
- h. Vendors are responsible for providing all electricity, charcoal, sterno, and propane except as agreed on last page of this agreement;
- i. **Merchandise/Menu items, all applicable applications and contracts, and insurance verification must be submitted by March 1, 2010;**

11. INDEMNIFICATION

Vendor agrees to and does hereby indemnify, defend and hold harmless, KOA, GEICO, and The City of Virginia Beach and their respective officers, agents and employees from and against any loss, claim, demands, liabilities, expenses (including attorney's fees), or actions in connection with or arising in whole or in part from any one or more of the following:

- a. Vendor's performance or failure to perform any of the terms of this agreement;

- b. Vendor's negligence or any breach by Vendor of its warranties or covenants herein;
- c. The consumption of Vendor's food and/or beverage products sold, available or distributed by the Vendor at the event;
- d. Vendor's use of the booth(s) or other facilities or improvements or equipment furnished to or by Vendor or otherwise employed at the event by Vendor, Vendor's agents, employees, personnel, or assigns.

In addition, Vendor relieves and releases KOA, GEICO, and The City of Virginia Beach, and their respective officers, agents and employees from any responsibility for loss or damage to food and/or beverage products or loss of food and/or beverage sales or other revenue that results from failure or interruption of electrical or refrigeration service to Vendor's booth(s) from malfunction, whether or not such failure or interruption of electrical or refrigeration service is attributable in whole or part to the fault, act, or omission of KOA, GEICO, and The City of Virginia Beach and/or their respective officers, agents or employees.

12. USE OF – GEICO Bikes for Tykes & Troops Motorcycle Rally

Vendor shall not refer nor permit others to refer to the above for any reason whatsoever, including advertising, marketing, promotion or publicity without prior consent.

13. NO WAIVER

Failure of Vendor to perform any of the covenants, provisions or conditions of this Agreement on one or more occasions shall not constitute a waiver by GEICO or of any of GEICO's rights herein under or of the right thereafter to require strict compliance with said covenants, provisions and conditions.

14. COMPLETE AGREEMENT: CHOICE OF LAW

This contract shall be governed and interpreted under the laws of the State of Virginia and contains the entire agreement and understanding between GEICO and Vendor. No other representations have been made and no modifications or waivers shall be binding unless signed by GEICO.

I have read and understand the provisions contained in this Agreement. I agree to abide by all terms set forth above:

Company Name: _____
Name (Printed): _____
Signature: _____
Title: _____
Date: _____
Tax ID Number: _____

****Food Vendors, please also complete the Menu Worksheet on the next page.**

