



Rommel



**2016 EXHIBITOR SPACE CONTRACT DELMARVA HARLEY-DAVIDSON LOCATION VENDOR APPLICATION**

Business Corporate Name: \_\_\_\_\_ D.B.A.: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Cell: \_\_\_\_\_ Office: \_\_\_\_\_ Fax: \_\_\_\_\_ (INCLUDE AREA CODE)

E-mail Address: \_\_\_\_\_ Federal Tax # or Social Security #: \_\_\_\_\_

PRODUCT / SERVICE LISTING: \_\_\_\_\_

Review guidelines on the back of this application before completing this section. Provide a FULL and DETAILED product(s)/service(s) list above for all merchandise. BE VERY SPECIFIC ! If you need more room to list all of your products or services, attach a separate sheet of paper to your application. You may be required to submit sample merchandise for approval.

**RALLY INFORMATION**

**\*IF FULL PAYMENT RECEIVED AFTER DUE DATE, A \$100 LATE FEE WILL BE CHARGED.**

Rally	Location	Vending Dates	Set-Up	Tear Down	Cancellation Date	Payment Due (In full, on or before)
OC BikeFest and Delmarva Bike Week	Seaford, DE Delmarva Harley-Davidson	September 15th – 18th	September 13th – 14th	September 18th	July 15th	July 1st

**BOOTH FEES / ELECTRICAL - EXACT DIMENSIONS REQUIRED / SEE ASSIGNMENT AND USE OF SPACE**

<input type="checkbox"/> 10' X 10'.....\$300 <input type="checkbox"/> 10' X 20'.....\$400 <input type="checkbox"/> 10' X 30'.....\$500 <input type="checkbox"/> 10' X 40'/20'X20'...\$600 <i>circle one</i> <input type="checkbox"/> 20' X 30'.....\$700 <input type="checkbox"/> 20' X 40'.....\$750 <input type="checkbox"/> 20' X 60'.....\$850  Total Size Needed: L _____ & W _____ <b>As a vendor at this site you are eligible for the same size space at the Inlet at no additional booth fee with OC JAMS approval. Electrical fees are not included.</b>  <input type="checkbox"/> Request Free Space L _____ & W _____	<p><u>Electrical</u></p> <input type="checkbox"/> All vendors will be responsible for all electrical needs at this location.	CREDIT CARD Payment Information Below. A 4% convenience fee will be added per transaction on all CC payments.  CC# _____  Exp. Date _____ Type of Card _____  Name on Card _____  Billing Address _____  _____  CCV(3 digit) _____ Charge Amount(+4%) \$ _____ .00  <b>Total Fees Due (Booth + Electric) \$ _____ .00</b>  <b>***50% down payment required with application***</b>
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Vendor Signature \_\_\_\_\_ Date: \_\_\_\_\_

Type/Print Name and Title \_\_\_\_\_

OC JAMS LLC Representative Signature \_\_\_\_\_ Date: \_\_\_\_\_

**AGREEMENT**

This Application, properly completed and executed by Vendor, upon acceptance by OC JAMS LLC shall constitute a valid and binding contract between the parties. In its sole discretion, OC JAMS LLC may establish reasonable Rally/Event regulations, as it deems necessary, in the interest of the general success of any event. Vendor shall be bound by all conditions, rules and regulations stated herein or otherwise stated by OC JAMS LLC.

**MAKE SURE TO REVISIT THE OC BIKEFEST WEBSITE ONE WEEK PRIOR TO RALLY FOR AN INFORMATION LETTER FOR THIS EVENT PLEASE ATTACH INSURANCE CERTIFICATE "FOR THIS EVENT" TO THIS APPLICATION. INSURANCE INSTRUCTIONS ARE ATTACHED. VENDOR CONTRACTS WILL NOT BE ACCEPTED WITHOUT PROOF OF INSURANCE SEE BACK OF CONTRACT FOR (TUBE) ADDITIONAL SIGNATURE REQUIREMENTS**

#### **GUIDELINES FOR PRODUCTS, SERVICES AND ATTIRE**

The following is a list of goods and services a Vendor is **NOT** permitted to sell at any Rally/Event. This list is not intended to be all-inclusive. Determination of the acceptability of any goods or services offered by Vendors at the Rally/Event shall be at the sole discretion of OC JAMS LLC and your signature on this agreement and your initials below confirm that if you are asked to remove any item or items or discontinue any service while at the Rally/Event, you will comply with the request. Failure to comply with any such request may, at OC JAMS LLC sole discretion, result in the immediate termination of this agreement and you will be asked to vacate the Vendor lot and Rally/Event site without refund of your Vendor fees. Inappropriate attire is not allowed. OC JAMS LLC will make this determination. If attire is deemed inappropriate for any employee or any person associated with your booth, they will be asked by OC JAMS LLC to make changes in their attire to become suitable for the event environment. If OC JAMS LLC requested changes are not made, they will be asked to vacate the event property. OC JAMS LLC also reserves the right to restrict the use of, limit the hours of, censor, cancel and/or prohibit booth models.

**INITIAL \_\_\_\_\_ DATE \_\_\_\_\_**

#### **GOODS & SERVICES NOT PERMITTED FOR SALE:**

Alcoholic beverages, illegal items, firearms, ammunition and inappropriate material including racism, profanity, anti-Semitism, drug paraphernalia, sexual material and hate speech. If it is illegal, do **NOT** sell it. The sale of event specific merchandise which bears the Rally/Event name, Rally/Event dates, city name with Rally/Event dates, Rally/Event logo or artwork of any afore mentioned is strictly prohibited. In addition to the above listing, OC JAMS LLC selects Vendors for rallies based on a goal of providing the right mix of products within a limited space and because of the expected number of Rally/Event attendees. Therefore, it is possible that the number of Vendors of a particular product or service may be limited.

#### **ASSIGNMENT AND USE OF SPACE**

In the sole discretion of OC JAMS LLC, Vendor may be assigned space ("Location") in the OC JAMS LLC Vendor Venue for the Rally/Event designated above. OC JAMS LLC reserves the unconditional right to assign Locations. In assigning Locations, OC JAMS LLC may consider the number of Rallies/Events Vendor attends, the order in which Vendors submit properly completed and executed applications and payments and whether Vendors meet other Rally/Event standards. Submitting an Application does not ensure access to a Location for any Rally/Event. Vendors must meet Rally/Event quality standards and exhibit categories. Any Location not occupied by the completion of installation of displays will be reassigned at the sole discretion of OC JAMS LLC. OC JAMS LLC may retain all or part of any deposit or fee paid for an unoccupied Location. Amplified sound must be kept at a reasonable level. Restocking to be finished one hour prior to opening each day.

OC JAMS LLC or Rally/Event will provide overnight security at most Rallies/Events. Please see the information letter for this rally/event to see if security will be provided. Telephone service, standard & non-standard electrical requirements, water, tables and chairs are not included and are at the financial responsibility of the Vendor. Subject to the terms and conditions set forth herein and for the Rally/Event set forth above, OC JAMS LLC grants and Vendor accepts the non-transferable right to sell/display their Products/Services.

Vendor agrees to use the Location and conduct its business in an orderly and lawful manner and to abide by all rules and regulations prescribed by OC JAMS LLC. No later than one week prior to the Rally/Event, specific requirements as to time for installation and dismantling at each Location shall be set forth in a Vendor information letter. Such requirements shall be binding upon the Vendor as though fully set forth therein. Vendor shall not transfer, assign or sublease all or any part of the Location to any other person, nor permit the Location to be used by any other person. Vendor also is not permitted to execute this contract and then assign a dealer or other representative of their product or service to represent them. This contract is solely executed and is binding between OC JAMS LLC and the Vendor business name or d.b.a. on this contract. OC JAMS LLC reserves the right to decline, prohibit or expel a vendor who, in OC JAMS LLC sole judgment, fails to maintain the character of the Rally/Event.

Vendor shall not display or sell Products/Services, distribute advertising material or solicit business of any kind except within the Location. OC JAMS LLC, whether visual, printed or audio, must approve all advertising material in advance and in writing. The Products/Services may not extend beyond the limits of the Location without prior approval from OC JAMS LLC. If Vendor vendors from a truck, trailer, etc., Vendor must provide, in advance of the Rally/Event, pictures of the set up, and the set up must be approved by OC JAMS LLC. Vendor will be required to pay for ALL square footage used. This includes any truck or trailer inside, attached or adjacent to the Vendor set up. No part of the Products/Services may extend into any aisle. Exhibit space must be neat and clean at all times. Nothing shall be posted on, tacked, taped, glued, tied, nailed, screwed or otherwise attached to the columns, walls, floors, fences, gates, barricades, vehicles, trailers or other parts of a convention hall exhibit area or any premises, indoor or outdoor, where OC JAMS LLC Vendor area is set up without permission from the proper building authority and OC JAMS LLC. Cleaning of exhibit space shall be the responsibility of Vendor. Vendor will deposit trash in proper receptacles. After the rally, if Vendor leaves exhibit space unclean with trash, grease, etc., Vendor will be invoiced a cleaning fee at a rate of \$100. Vendor will keep Vendor's exhibit open and staffed adequately at all times during the Vendor operating hours as listed on the information letter for this Rally/Event. These hours may be modified before or during the Rally/Event by OC JAMS LLC. No gifts, prizes, tickets or coupons shall be distributed without prior written approval of OC JAMS LLC; and if approved, only as provided under local ordinances and state law. No promotion, scheme or device involving the award of any prize, gift or privilege, determined as the result of any contest, sweepstakes, raffle, promotion, or by chance, shall be undertaken by Vendor on the premises of the Rally/Event or otherwise related to the event in any way.

Authorized representatives of OC JAMS LLC showing proper credentials shall have access to the Location for reasonable inspection purposes at any time. In the sole judgment of OC JAMS LLC, if Vendor possesses or sells any improper materials or engages in improper or unlawful conduct at any Rally/Event, OC JAMS LLC will give Vendor notice to cease and desist such activity. If Vendor does not promptly comply, OC JAMS LLC, at its option, and without further notice, may immediately terminate this agreement and revoke the rights granted hereunder. Failure to comply with the rules and regulations of the contract may result in the alteration or removal of the booth or other materials at the Vendor's expense.

At the end of each Rally/Event that Vendor attends, or earlier if required by the terms of this agreement, Vendor shall yield and give up possession of the Location in as good of condition as it was when assigned, reasonable wear and tear accepted. There will be **NO** overnight power provided. If you need overnight power during non-vending hours, you must make your own arrangements for your power.

Pets are strongly discouraged for health and safety reasons. If you cannot make other arrangements for boarding, your pet must be on a leash and policing of your pet is up to you. Your pet must be under your control at all times and you are fully responsible for your pet's actions. Any offensive or unsafe action by your pet may result in your expulsion without refund.

#### **PAYMENT**

OC JAMS LLC must receive payment for this no later than payment due date on the first page of this application. After payment due date, a \$100 flat rate late fee will be charged. No personal or company checks will be accepted after the payment deadline. Cash, Money Orders or Cashiers Checks ONLY. A fee of \$25 will be charged on all returned checks. Also, a fee of \$100 per day may be assessed to any Vendor who begins closing his/her vendor space prior posted closing times each day and prior to the official closing of the Rally/Event or if vendor opens their booth late. It is imperative for the quality of the event that Vendors are on time each day, set up and ready when Vendor area opens and stay open until Vendor area closes. It also diminishes the quality of the Vendor area for a vendor to leave an event early. Be considerate of your fellow vendors.

#### **CANCELLATION**

Vendor must deliver a written cancellation notice by the cancellation date on the front of this application in order to receive a full refund on any fees paid. No refund will be made after the cancellation date. A stop pay placed on any check is considered fraud and will be treated as such.

**INITIAL \_\_\_\_\_ DATE \_\_\_\_\_**

OC JAMS LLC is not liable for the non-delivery of the Location if non-delivery is due to any of the following causes: if the Rally/Event is cancelled or modified in any way or if the Location is damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, or any cause beyond OC JAMS LLC control. If OC JAMS LLC is unable to deliver the Location for any of the reasons stated in this paragraph, OC JAMS LLC will reimburse Vendor for fees paid for that Rally/Event.

#### **LIABILITY, INSURANCE AND INDEMNIFICATION**

Vendor acknowledges that it is an independent contractor and not an agent, servant, employee, co-volunteer or representative of OC JAMS LLC. Neither of the parties is authorized to contract any debt, liability or obligation for, or on behalf of the other party.

Vendor accepts full responsibility for all liability or damages to persons or property arising out of Vendor's use and occupancy of the Location, including, without limitation the sale or promotion of the Products/Services. OC JAMS LLC does not assume any responsibility for damages that might occur to Vendor, its employees, agents, customers, licensees or the property of any such persons by reason of such use, occupancy or sales. Not less than thirty (30) days before each designated Rally/Event, Vendor shall tender to OC JAMS LLC a certificate of insurance evidencing the existence of Vendor's workers compensation and comprehensive general liability insurance policy which shall include contractual liability, products and completed operations coverage and independent contractors and bodily injury/property damage coverage. Such policy shall cover the period of Vendor's authorized use and name OC JAMS LLC and Land/Venue owner, the respective officers, directors, agents, and employees of each, as additional insurers regarding any damages which may be sustained as a consequence of Vendor's use and occupancy of the Location with minimum liability limits of not less than \$1,000,000 each occurrence for bodily injury and property damage liability and \$1,000,000 aggregate. The insurance policy and the certificate naming OC JAMS LLC as additional insurers shall contain a thirty(30) day notice of cancellation clause for the benefit of OC JAMS LLC. Vendor accepts FULL responsibility for fraudulent insurance policies or certificates.

Vendor further agrees to indemnify and hold harmless OC JAMS LLC, Rally/Event, land/venue owner and the respective officers, directors, agents, and employees from any and all damages or claims in excess of or not covered by the Vendor insurance required under the terms of this Agreement, which are caused directly or indirectly by the use or occupancy of the Location by Vendor or by the sale or promotion of Vendor's Products/Services, including without limitation, injuries or damages to persons or property sustained by the public, Vendor's employees or agents, other Vendors, concessionaires or Rally/Event participants. Vendor further agrees to defend Katancha from any and all such damages or claims with counsel acceptable to OC JAMS LLC.

#### **TAXES, LICENSES AND PERMITS**

Sales and other taxes, when applicable, are the responsibility of the Vendor. Vendor will obtain all licenses and permits that are or may be required by any public authority for the sale or display of the Products/Services. OC JAMS LLC may distribute Vendor list including Vendor business name, Vendor contact name, address, Federal Tax ID number and phone numbers to any tax office requesting this information.

**INITIAL \_\_\_\_\_ DATE \_\_\_\_\_**

**PLEASE MAKE CHECKS OR MONEY ORDERS PAYABLE TO: OC JAMS LLC**  
**RETURN BY MAIL TO:**  
**OC JAMS LLC**  
**Kathy Micheal**  
**W1166 Hidden Oaks Drive**  
**East Troy, Wisconsin 53120**  
**Phone: 262.642.7158 / Fax: 262.642.7852**

## **Vendor Instructions & Checklist for the OC BikeFest and Delmarva Bike Week Rally**

- **Print Application/Contract & Insurance Instructions**
- **Print Information Letter (if available). Information Letters are posted from January-May. Check [WWW.KATANCHA.COM](http://WWW.KATANCHA.COM) regularly for new postings and updates.**
- **Fill out the “Front & Back” of Application/Contract. Make sure to check Space Size and Electrical/Power needs and make sure to initial and date the “3” places on the back of the Application/Contract.**
- **Obtain a Certificate of Liability Insurance. Each Katancha Corporation vendor venue has different insurance instructions. **See the next page** for the insurance instructions for the vendor venue at this rally/event.**
- **File the appropriate sales tax forms (See the Information Letter for Details)**
- **File any necessary permit forms (See the Information Letter for Details)**
- **Mail the Front and Back of the Application/Contract, Certificate of Liability Insurance naming Certificate Holder and any Additional Insured, Payment for Booth Size and Electrical/Power to:**

**OC JAMS LLC**  
W1166 Hidden Oaks Drive  
East Troy, WI 53120

**Make sure to revisit Katancha’s website at [WWW.KATANCHA.COM](http://WWW.KATANCHA.COM) 1-2 weeks prior to each event for the most “updated” information letter.**

## **Insurance Instructions for the OC BikeFest and Delmarva Bike Week Rally**

**Forward these instructions to your insurance agent to make sure there are no mistakes.**

*Each Vendor must have a certificate of liability insurance for \$1,000,000 naming the following company as the **“Certificate Holder”**:*

- ❑ **OC JAMS LLC**  
**W1166 Hidden Oaks Drive**  
**East Troy, WI 53120**

The certificate must also have the following three organizations listed as **“Additionally Insured”**:

- ❑ **OC JAMS LLC**
- ❑ **Rommel Cycles, LLC D/B/A Rommel Harley-Davidson Delmarva and/or its subsidiaries and/or all affiliated companies of Rommel Cycles, LLC**  
**22586 Sussex Hwy Seaford, DE 19973**

**Have your insurance company fax the certificate of liability insurance to 262.642.7852 and mail the original certificate to:**

- ❑ **OC JAMS LLC**  
**W1166 Hidden Oaks Drive**  
**East Troy, WI 53120**

There are no exceptions to the insurance requirements. If your company’s insurance policy does not meet the insurance requirements, contact us for other insurance company options.

