

**THUNDER IN THE HILL COUNTRY**  
**BANDERA, TEXAS**  
**MARCH 26<sup>TH</sup> - MARCH 29<sup>TH</sup>, 2020**



Dear Vendor / Dealer,

Biker Rallies of Texas presents THUNDER IN THE HILL COUNTRY on Thursday, Friday, Saturday and Sunday March 26<sup>th</sup>- March 29<sup>th</sup>, 2020. Thursday, Friday and Saturday's activities will start at 8:00 am.

**Vendor Set-up/Tear-Down: Vendor's will set-up Wednesday, March 25<sup>th</sup>** and tear-down Sunday, March 29<sup>th</sup>. Vendor Registration will be open from 8:00am until 10:00pm\*. **ALL** vendors will be escorted to their booth location.

**\*Vendors not expecting to arrive until after 10:00pm, please call.**

**Vendor Booth Rates\* being at: (Booth must fit inside space purchased)**

- FOOD: \$500 (10x20) - Electricity provided as needed
- INSIDE: \$400 (10x20) (\$2.00/sq. ft.) - Electricity provided, one (1) 110 plug ONLY
- OUTSIDE: \$200 (10x20) (\$1.00/sq./ft.) – Must provide own electricity

**\*Call for exact booth rate for other than 10x20. Includes 2 armbands, additional armbands may be purchased for \$25 per person. Water is available, must have own hose or container. Ice may be purchased on the grounds.**

**Application/Contract Deadline: A minimum of half the Booth rate MUST be received prior to February 1<sup>st</sup>** to ensure your space, with payment in FULL by March 1<sup>st</sup>. Application required for all **NEW** vendors (unless previously submitted vendor applications need to be changed). Rally specific contract must be signed by **ALL** vendors.

Thank you for your cooperation. We are looking forward to seeing you at THUNDER IN THE HILL COUNTRY 2020.

Sincerely,

Bill Taber  
Office: 409 655-8800 / Cell: 409 682-4228  
customerservice@bikerralliesoftexas.com  
Biker Rallies of Texas  
P.O. Box 1765  
Texas City, TX 77592

**21 & OVER - NO EXCEPTIONS**

Vendor: \_\_\_\_\_

## THUNDER IN THE HILL COUNTRY BANDERA, TEXAS

1. It is agreed that the Exhibitor will fill out, sign, and return this contract.

**It is agreed that booths will be rented for the entire show and that the Exhibitor for the duration of the show will tend booths. Vendors must open for business at 8:00 am sharp and will not close their booth before 7:00 pm. Vendors will be allowed to remain open for as long as they wish after 7:00 pm.** It is further agreed that there will be no subleasing of booth space. ALL EXHIBITORS SHARING A BOOTH AND SELLING MERCHANDISE MUST SIGN CONTRACT.

2) Replenishment hours are 7:00 a.m. to 8:00 a.m. Since car and truck traffic is restricted in the Vendor 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 Rally 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 spaces may park a vehicle if it fits in the purchased space and will NOT be moved until the festival ends. All improperly parked vehicles and trailers are subject to towing at a fee at the vendor or vehicle owner's expense.

- 3) Insurance coverage required for this event is a commercial general insurance policy in the amount of at least \$1,000,000, for general liability, which names the **Biker Events of Texas, DBA Biker Rallies of Texas**, as additional insured. You must provide this required Proof of insurance or you will not be allowed to set up your vendors space.
- 4) It is agreed that any objects exhibited by the Exhibitor be his/her responsibility at all times, and Exhibitor shall be responsible for his/her safety and bear any loss by reason of theft, breakage, or other casualty.
  - a. It is agreed that Exhibitor will comply with any and all requirements of any government authority be it federal, state, or local — and to indemnify and hold harmless the promoters and the show facility owners, and all its constituents, from any and all liability due to failure to comply with any regulations.
    - b. It is agreed that the promoters reserve the right to make further rules and regulations, and such changes, regarding this event as they deem necessary and proper: and upon notice to Exhibitor all said action should become part of this contract and binding on the parties hereto.
    - c. It is agreed that the Exhibitor will release the promoters and the show facility owners and all its constituents from any and all liability for damages, injury or loss to any person or goods from any cause whatsoever, and further agrees to indemnify the promoters from any and all claims for damage, injury or loss.
    - d. It is agreed that violators of these rules may constitute non-participation in future rallies.
    - e. **IT IS AGREED THAT ALL VENDOR SPACE FEES ARE NON-REFUNDABLE.**
    - f. **IT IS AGREED THAT VENDOR SPACE FEES ARE PAYABLE UP FRONT; NO FEE'S WILL BE COLLECTED AT THE RALLY SITE.**
    - g. Biker Rallies of Texas has the exclusive right to display, license, sell and merchandise all event novelties (t- shirts, ride pins, etc.). Biker Rallies of Texas further has the right to inspect, approve, reject or otherwise control the display, promotion, sale or other merchandising of products or services by exhibitors at the event in its sole discretion. Any products or services rejected by Biker Rallies of Texas must be immediately removed from the event premises and may be removed by Biker Rallies of Texas if this does not occur.

**Merchandise designed to be passed off as event merchandise (use of Bandera, rally dates, event name, trademarks, etc.) or which has this effect will not be permitted. No signage may be displayed in Exhibitor space reading "Official Rally Merchandise", "Rally Merchandise", "Rally Tees", "Event Tees" or any similar language advertising the sale of event merchandise. "THUNDER IN THE HILL COUNTRY" is a trademark of Biker Rallies of Texas. Any vendor found selling merchandise that infringes on these trademarks may be asked to leave immediately and will be subject to legal recourse.**

## Liability 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 Biker Rallies of Texas (or its Lessor) for the Thunder in the Hill Country or Rumble on the River® festival ("EVENT"). • I understand that during my participation in the EVENT, Biker Rallies of Texas and its affiliates, including Biker Events of Texas® 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 Venue ("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 attorney's 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 and Biker Events of Texas, DBA Biker Rallies of Texas.

Vendor Information Initial \_\_\_\_\_ Date \_\_\_\_\_ • 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 Galveston County, 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). **Initials** \_\_\_\_\_

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** \_\_\_\_\_

*SIGNATURE:*

*DATE SIGNED:*

\_\_\_\_\_  
\*Please sign and return with your completed application and/or payment. (Make a copy for your records)

**21 & OVER NO EXCEPTIONS**