

Exhibitor/Vendor Contract

This agreement is made by and between Virginia Beach Bike Classic and the undersigned vendor to participate in the 2010 event entitled the “JR’s Virginia Beach Bike Classic and Swap Meet” (hereafter referred to as the “event”) scheduled to be held at Northlanding Beach Campgrounds 161 Princess Anne Road, Virginia Beach, Virginia (hereafter referred to as the “site”) on April 16 – 18, 2010.

1. Obligations and vendor fees:

Event will provide the following for each booth:

- display area to fit vendor needs
- promotion of event
- waste receptacles
- one vendor parking pass
- event weekend passes (up to 4 per vendor)

Payment for exhibitor/vendor spaces must be made in full by March 15, 2010

Certified Cashiers Checks payable: Virginia Beach Bike Classic

Mail to: John Riley, VBBC

900 Infanta Circle

Virginia Beach, VA 23456

2. Vendor Obligations

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

- electrical power and water if needed
- tents tables and chairs (available for rent if needed)
- vendor’s booth shall be left clean at the end of the event - all trash must be bagged and area must be clear of any debris.
- Vendor will not break down prior to the end of the event under any circumstances

Food vendors will also supply:

- fire rated canopy
- cooking and serving equipment (except as noted above) and utensils
- propane, charcoal and sterno
- on 10 lb fire extinguisher
- in booth facilities for hand washing and drying dishes, rinsing and disinfecting (chlorine bleach and disinfectant rinse) and test strips
- instant read food thermometers
- single service flatware, paper products, condiments

vendors booth shall be ready for health department inspection by 9:00am on Friday, April 17th

3. Merchandise and Pricing

- 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, the event shall have the right to terminate the agreement and close the vendor's booth and prohibit any further sales or other activities. (no monies shall be refunded)
- Items sold by the 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 sales taxes in the price of the merchandise/food item.

4. Compliance with Laws

- Vendor agrees to comply at all times with any applicable health, fire and safety rules and regulations, orders, ordinances and laws. Vendor acknowledges that health, fire and safety officers shall have the right to inspect Vendor's booth and operations at any time. Vendor shall immediately correct any violation and shall comply with any instructions aimed at improving health, fire or safety condition of the booth.
- Vendor shall comply with all licensing and permitting requirements in connection with the sale and activities contemplated hereunder.
- Vendor shall comply with and pay all applicable sales and other tax laws
- Vendor shall comply with all state and county laws and all directions given by event staff, security personnel, and VBBC officials.

5. Insurance

- Comprehensive General Liability Insurance: Vendor shall carry, at their own expense, comprehensive general liability insurance with reputable insurance carriers acceptable to the event and the City of Virginia Beach including product liability, personal injury, and property damage with minimum limits of \$1,000,000 (one million dollars) per occurrence
- Workers' Compensation: Vendor shall carry, at its own expense, Workers' Compensation insurance in compliance with all applicable laws. Including without limitation of the laws of the State of Virginia, for all of Vendor's personnel working at the Event. In the event that the Vendor hold no Workers' Compensation, Vendor will provide a signed waiver holding the event and the City of Virginia Beach and all event personnel harmless for any injury incurred during the event set up, break down or daily operations.
- Certificate of Insurance: Vendor shall supply a valid certificate of insurance for \$1,000,000 (one million dollars) with Virginia Beach Bike Classic and the City of Virginia Beach and their respective personnel, agents and assigns, as additional insured. The certificate must be valid for event and for 30 days after the event.

6. Security and Parking

- The event shall ensure general security for the site, notwithstanding the provision of such security service, neither Northlanding Beach Campground, Virginia Beach Bike Classic and the City of Virginia Beach, nor the event shall be liable to anyone for any loss or damage to property, goods, or equipment owned, controlled, or in custody of vendor for any reason of threat, damage, pilferage, vandalism, force majeure or acts of God.
- Vendor agrees to comply with all procedures, credential systems, and parking requirements. The event will make assignments to provide Vendor with parking for fully insured working vehicles.

7. Terms

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

8. Weather

Other 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 the fees paid by the Vendor for any reason.

9. Assignment

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

10. Rules and Regulations

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

- Alcoholic beverages are not allowed to be consumed or sold by Vendor on the site
- Booths, cooking areas, and water areas must be kept clean at all times
- All trash must be bagged and properly disposed of in all designated areas
- All used grease, waste water, and ashes must be properly disposed of in designated areas
- Food vendors must have a 10 lb ABC approved fire extinguisher. However, if Vendor is using a propane tank larger than 40 lbs, Vendor must have a 20lb fire extinguisher.
- Vendor must take full legal responsibility for participation in the event and VBBC will be the party with whom Vendor will conduct all legal transactions.

- Vendor shall sell only approved items.
- Vendors are responsible for providing all electricity, charcoal, sterno, and propane except as agreed on the last page of this agreement
- Merchandise Menu Items, all applicable applications, and insurance verification must be submitted by March 1, 2010.

11. Indemnification

Vendor agrees to and does hereby indemnify, defend and hold harmless Northlanding Beach Campground, VBBC 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:

- Vendor's performance or failure to perform with any terms of this agreement
- Vendor's negligence or any breach by Vendor or its warranties or covenants herein
- The consumption of Vendor's food and /or beverages products sold, available or distributed by the Vendor at the event
- Vendor's use of the booth, 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 Northlanding Beach Campground, JR's Virginia Beach Bike Classic and Swap Meet, 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 from malfunction, whether or not such failure or interruption of electrical or refrigeration service is attributable in whole or in part to the fault, act, or omission of Northlanding Park Campground, the Event and the City of Virginia Beach and/or their respective officers, agents or employees.

12. Use of Name "JRs Virginia Beach Bike Classic and Swapmeet"

Vendor shall not refer or permit other to refer to the above for any reason whatsoever, including advertising, marketing, promotion or publicity without obtain written consent from the Event.

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 the Event or of any of JR's Virginia Beach Bike Classic and Swap Meet's rights herein under or of the right thereafter to require strict compliance with said covenants, provision 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 JRs Virginia Beach Bike Classic and Swap Meet and Vendor. No other representations have been made and no

modification or waivers shall be binding unless signed by JRs Virginia Beach Bike Classic and Swap Meet's authorized representative.

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

Vendor: _____

By: _____

Title: _____

Date: _____

Tax ID Number: _____