

25th Annual Lansdale Bike Night

September 12, 2020

Rain Date: September 13, 2020

VENDOR AGREEMENT

The terms and conditions under which the Lansdale Bike Night Committee (the "LBN") agrees to permit the Vendor named below (the "VENDOR") to use the space assigned to the VENDOR for the Lansdale Bike Night To be held from 5:00 PM to 11:00 PM on September 12, 2020 (the "EVENT") or September 13, 2020

1. TERM: LBN shall assign VENDOR a designated space for the duration of the EVENT. VENDOR will be informed of registration time and place, and commencement of set-up via email prior to the EVENT. No tables, chairs, utilities or other supplies shall be provided to VENDOR by LBN. VENDOR's occupancy shall be strictly limited to the marked space assigned by LBN. Lansdale Bike Night Committee has sole discretion on the acceptance of a vendor's application. The LBN can deny an application without providing any reason for denial

2. FOOD VENDORS:

- a. Each VENDOR (both for profit and non-profit) selling any type of food or items for human consumption shall obtain and maintain, through the ending of the EVENT, Liability Insurance with a minimum coverage of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. A certificate issued by a reputable insurance company confirming compliance with this coverage shall be provided to LBN at or prior to the due date of payment for VENDOR's space.
- b. Each food VENDOR shall further comply with all requirements of the Montgomery County, PA Board of Health, including restrictions as to the handling of food and money

3. NON-PROFITS: Each VENDOR claiming non-profit status shall provide LBN with **appropriate written proof** of such status at or prior to the due date of payment for VENDOR's space.

4. PROHIBITED ITEMS: VENDOR agrees not to exhibit, offer for sale or otherwise provide to any attendee any beverages or other food items containing alcohol, illegal substances, drug paraphernalia, firearms, other items which may be considered weapons or which emit a projectile, or any items of an adult nature or any items which may, in the exclusive discretion of LBN or the appropriate authorities be considered to be of an inappropriate nature or which may present a hazard or threat to attendees. Each VENDOR shall be subject to inspection by LBN or the appropriate authorities for the purposes of this paragraph.

5. HOLD HARMLESS: VENDOR agrees to indemnify, defend and hold harmless LBN, the Blue Comet Motorcycle Club, the Borough of Lansdale and any of their officers, directors, employees, associates, volunteers and any affiliated parties from and against any and all liability caused or resulting from the acts or omissions of VENDOR, their employees and associate or from VENDOR's failure to comply with any and all law or regulation.

6. TERMINATION:

a) **VENDOR** may terminate this Agreement and request a refund of any and all funds paid to LBN only upon written notice to LBN received prior to July 31, 2020. Requests for termination received after this date shall result in the forfeiture of all funds paid.

b) LBN may immediately and without notice terminate **VENDOR**'s use of its designated space and may require **VENDOR**'s immediate removal from said space in the event: **VENDOR**:

- 1) Fails in any way to comply with the terms of **PROHIBITED ITEMS** listed above, or
- 2) Fails in any way to comply with the terms of **FOOD VENDORS** above, or
- 3) In any way acts or permits an act which, in the sole discretion of LBN or the authorities constitutes a risk or threat of risk to LBN, the Borough of Lansdale, Blue Comet Motorcycle Club, and any of their officers, directors, employees, associates, volunteers and any affiliated parties or the attendees at the **EVENT**.

7. CANCELLATION: The **VENDOR** agrees and acknowledges that the event may be postponed due to act of nature, acts of government agencies, or authorities of Lansdale borough (the public council) due to public safety or other causes beyond LBN's reasonable control. If the event is to be postponed due to weather, that decision must and will be made by 10:00 am on September 12, 2020. If the event is canceled due to any of the previously mentioned circumstances, the **VENDOR** agrees and acknowledges that **NO REFUND** of any portion of the payment for the event shall be made and LBN shall have no liability whatsoever. The **VENDOR** agrees and acknowledges that if the event **RAIN DATE** is canceled due to act of nature, acts of government agencies, or authorities (the public council) due to public safety, or other causes beyond LBN's reasonable control. The **VENDOR** acknowledges that **NO REFUND** of any portion of the payment for the event shall be made and LBN shall have no liability whatsoever.

8. REGISTRATION: Vendors will be notified of registration location via email. If your designated location is on any roadway, you will **NOT** be allowed to set up prior to that designated time. This is for **YOUR SAFETY** and will be monitored by local police. Members of the Blue Comet Motorcycle Club will lead/direct each vendor to your location.

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VENDOR AGREEMENT

Please print (except Signature)

VENDOR Name _____

Doing business as (if different from above): _____

Contact Person _____

Address (No P.O. Boxes) _____

City _____ ST _____ Zip _____

Phone # _____ Fax# _____ Cell _____

E-Mail address _____

Web site _____

Type of Merchandise _____

Keep or Change Location (first come – first serve) _____

Booth Sizes – Please circle the size you need.

Merchandise Vendors

STANDARD 10x10=\$75 10x20=\$150 10x30=\$250 10x40=\$300

Food Vendors

STANDARD 10x10=\$150 10x20=\$250 10x30=\$350 10x40=\$400

Non-Profit Vendors

(1) 10x 10 booth - \$25 Processing fee

Motorcycle Clubs (non Interclub) (1) 10x10 booth \$25

Motorcycle Clubs (Interclub) (1) 10x10 booth FREE

Location preference will be given to return vendors before June 1, 2020. After that, locations will be on a first come first serve basis. Registrations received after August 15, 2020 will be subject to a 20% increase above the normal rate.

Amount Enclosed \$ _____ Payable to: "Lansdale Bike Night Committee"

PLEASE NOTE: CASH ONLY after Sept. 1 and day of the event.

Food Vendors – Remember to enclose your Insurance & Health Certificates. Non-Profit Vendors – Remember to enclose your proof of Non-Profit Status VENDOR's signature below confirms acceptance of the terms and conditions set forth in the VENDOR AGREEMENT attached, which is not negotiable and to which no exceptions shall be granted.

VENDOR signature _____ Date: _____

Name: _____ Title: _____

Please return this agreement, payment, and necessary forms by **August 31, 2020**, to:

"Lansdale Bike Night" Vendors
P.O. Box 234, Skippack, PA 19474