



VENDOR SPACE RENTAL AGREEMENT

Desert Thunder Motorcycle Rally / Car Show

Buffalo Bill's Hotel / Casino - Primm, Nevada

October 7- 9, 2011

COMPANY INFORMATION:

Name: _____ dba (if applicable) _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Fax: _____

Type of Product or Service: _____

Contact: _____ Title: _____

Email: _____ Website _____

SPECIFIC VENDOR INFORMATION / TERMS OF PARTICIPATION:

- Desert Thunder (D.T.) will review each application for approval of appropriate products and services. D.T. reserves the right to refuse any vendor, product or service it deems inappropriate. Should a decline by D.T. occur, vendor will be notified and all vendor space rental fees will be returned. D.T. staff has the final decision. Please allow up to 14 days for approval notification.
- Vendor space is located at Buffalo Bill's Hotel/Casino parking lot. Vendor space is rented in blocks of 10' X 10' as stand alone or in groups.
- Price per 10' X 10' is \$100 and includes two vendor passes (wristbands) to allow ingress and egress from the event venue. **Deadline for "receipt" of application and payment is September 16, 2011**
- Electricity is available for an additional \$20, when pre-ordered by the space request deadline. The use of generators is not permitted.
- Telephone lines are not provided. In the event a telephone line is required, please contact us for more information and to work out the special details, including pricing.
- Vendors must provide their own tents, sales trailer or other approved shelter.
- Vendors may unload and set up from 7 AM to 3 PM, Friday, October 7, 2011. All vehicles **MUST** be out of the vendor area **NO LATER THAN 3 PM.**
- All vendor spaces will be assigned by the appropriate D.T. staff. Participation is contingent on pre-approval by D.T. staff. Vendor spaces may not be split, shared, resold or sublet.
- **All vendors must comply with all applicable tax laws and regulations of Clark County and the State of Nevada, including a working fire extinguisher in each booth.**
- Desert Thunder will consider a one-year website link on www.desertthunder.org to help promote its vendors. Vendor website must be pre-approved for content and will be monitored for appropriateness. Desert Thunder reserves the right to remove any link it deems inappropriate at any time.
- Terms of Participation continued on reverse side

SPACE / ELECTRICAL / WEBSITE LINK AD

Number of Booths Requested (1=10' x 10, 2=10' X 20', 3=10' X 30', etc.) _____ X \$100 = _____

_____ I require electrical power (specify outlets / amps _____), add \$20 = _____

_____ I wish to advertise my website, shown above on desertthunder.org (No Charge) = _____ 0

Grand Total of Enclosed Check or Money Order payable to Desert Thunder

Mail to: Desert Thunder – 2011 Vendor Coordinator, P.O. Box 123, San Bernardino, CA 92401-0123

By submitting this application, you certify that you have read and agree to all the terms of participation as shown above and on the reverse side for this application.

Print Name: _____ **Signature:** _____ **Date:** _____

Retain a copy of this agreement and return original to Desert Thunder

TERMS OF PARTICIPATION (continued)

Cancellation of Space: 25% of rental costs will be forfeited by the vendor for any cancellation of participation after August 16, 2010. Event is held rain or shine.

We, the undersigned apply for the reservation of space during the Desert Thunder 2011 Event, October 7-9, 2011. When executed by both parties, this Agreement becomes binding between Desert Thunder – Children’s Charities (Event Organizer who agrees to rent space) and the approved applicant (Vendor who agrees to rent space) on terms contained herein.

Neither Desert Thunder – Children’s Charities (its partners, representatives, volunteers, employees, official sponsors and official contractors), nor the facilities it leases (their representatives and employees) will be liable for the safety of vendor’s property, the vendor’s agents or employees from theft, damage by fire or another cause. Vendor, for itself, its directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests, or contractors and their personal representatives, assigns, heirs and next of kin (herein referred to as “Vendor”) releases, waives, discharges and covenants not to sue Desert Thunder – Children’s Charities, their directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests, or contractors (herein referred to as “Releasees”) and each of them, from all liability to the Vendor for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property resulting in death of Vendor arising out of or relating to the Desert Thunder – Children’s Charities Event, whether caused by the negligence of the Releasees or otherwise. Vendor agrees to indemnify, save and hold harmless the Releasees and each of them from and against any loss, liability, damage or cost Releasees may incur from any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and descript (including court costs and reasonable attorneys’ fees) for injury to a or any death of persons, and damage to and loss of property which are caused by, arise from or grow out of this agreement. Vendor assumes full responsibility for any risk of bodily injury, death or property damage out of or related to Desert Thunder – Children’s Charities, whether caused by the negligence of Releasees or otherwise. Vendor provides proof of adequate and current liability insurance with aforementioned required Certificate of Insurance.

- End -

Initials: _____

<u>DESERT THUNDER USE:</u>	
Application Received Date: _____	By: _____
Approved By: _____	Fees Paid: _____

Retain a copy of this agreement and return original to Desert Thunder