

Pappy Hoel Campground, LLC
19942 SD-79, Vale, SD 57788
Sturgis Rally 2019
Application and Agreement for Use of Vendor Space

Company

Applicant's Name

Street Address or P.O. Box

City State Zip

Work Telephone

Cell Telephone

Fax Number

Contact Person

E-Mail Address

DETAILED LIST OF SERVICES OR PRODUCTS AND BRAND OF PRODUCTS TO BE SOLD (NOTE: Any product not listed cannot be sold. All products must be approved.)

Vendor Fees

Size _____

First come first serve on the Locations, the earlier you book the better location you will receive.

Cost:

1st linear 10': \$1,000
Every additional 10' thereafter: \$500

Semi and trailer prices: to be quoted

Food vendor rent plus (+15% gross sales).

Deposit required upon execution of this agreement. Deposits should be mailed to 1480 Old 41 Hwy, Kennesaw, GA 30152.

Balance due July 15th, 2019

Electric 110/20 included-(110v30amp 75.00) – (220v 50amp 150.00)_____

For questions contact Property Manager Brian Holt Tel 407 721 9110 or email brianholt@officialgearpromotions.com

VENDORS WILL NOT BE ALLOWED ON THE PROPERTY UNTIL JULY 29, 2019. NO ONE IS ALLOWED TO UNLOAD OR SIGN IN BEFORE THIS TIME.

50% deposit required upon execution of agreement. Payment in full (less gross sales commissions, if applicable) due upon arrival on property. Checks payable to: Pappy Hoel Campground, LLC. Telephone (605) 423-4584. Mail deposit to 1480 Old 41 Hwy, Kennesaw, GA 30152. Applicant (herein after described) hereby applies for vendor space at the Pappy Hoel Campground, LLC. For Sturgis Rally 2019. This application shall become an agreement between Applicant and Pappy Hoel Campground, LLC. (Herein after referred to as Pappy Hoel Campground) for the use of said space under the following terms and conditions, which consists of four pages.

Pappy Hoel Campground has the right to deny certain products be sold by its exhibitors/vendors at any time due to exclusive agreements, sponsors, advertisers, or any product at Pappy Hoel Campground's discretion. Only products listed on page one may be sold or given away.

Vendor schedule. Check in setup July 29th to August 1st

Rally dates August 2nd to August 11th

Breakdown August 12th

Hours of operation 10am to 11pm

Credit Card Authorization

Billing info _____

CC# _____

Type of card: 3 digit code on the back of the card _____

Name on the card _____

Billing Address _____

City and state _____

Expiration Date _____

Charge amount _____

Signature _____

Name and Title _____

Date _____

Pappy Hoel Campground shall have until July 1, 2019 to approve products and brands listed on page one. Should Pappy Hoel Campground enter into an exclusive agreement of any nature that conflicts with Vendor's products prior to the 2019 Sturgis Rally, the Exhibitor/Vendor will be informed that such product cannot be sold.

Vendors are responsible for purchasing and obtaining their vending permit from the Meade County Auditor's Office, at (605) 347-2360, and a temporary South Dakota sales tax license from South Dakota Department of Revenue, at (605) 394-2332. It is strongly recommended that permits and sales tax licenses be obtained prior to arrival. Vendors are responsible for all Federal, State and Local licenses, permits and taxes.

Vendors are responsible for contacting and paying the telephone company (currently CenturyLink at 1-855-541-8890) for telephone service to their vending space. It is strongly recommended that Vendors call two months in advance to place their order for telephone service in order to allow the telephone company ample time to connect service.

Pappy Hoel Campground will not be responsible for any supplies shipped to Pappy Hoel Campground by vendors or for the use of vendors. Any items shipped to Pappy Hoel Campground for vending purposes must be addressed to the vendor and not Pappy Hoel Campground. Vendors must be on premises to accept their shipments. In addition, absolutely nothing will be accepted or delivered to you that is shipped to Pappy Hoel Campground by the United States Postal Service. DO NOT ask Pappy Hoel Campground personnel for your mail as it will be returned.

All vendors must bring all necessary supplies for set up and use during business operation, which includes but is not limited to, tables, tents, lighting, telephones, locks for vending unit, etc. Pappy Hoel Campground does not provide any supplies to vendors.

The following are requirements by Pappy Hoel Campground. Vendors who do not follow these requirements will be asked to vacate the premises and will not be entitled to a refund or vendor fees paid.

- No pets or reptiles allowed on the property at any time.
- No one under the age of 21 allowed on the property at any time.
- Pappy Hoel Campground will provide two (2) campground wristbands per linear 10' of vending space at no additional charge. An additional four (4) wristbands may be purchased at half-price. Further additional wristbands beyond the two (2) free and four (4) half-price will need to be purchased at regular prices.
- Pappy Hoel Campground will not provide RV camping or cabin accommodations. Vendors choosing to stay on site in either an RV or cabin should make the necessary arrangements. Vendors choosing to tent-camp may do so with the wristbands provided and/or purchased.
- All vendors, merchants and customers must vacate the Vendor Village area by 3 am.
- No firearms allowed on property.
- No Club Colors.
- No nudity or ill behavior as determined by Pappy Hoel Campground.

Applicant also agrees to the following:

1. Applicant/vendor does hereby indemnify and hold Pappy Hoel Campground, Full Throttle Saloon, ThrottleFest, LLC, Mighty Loud Enterprises, their agents, servants, contractors, and

- employees, harmless from any and all claims, demands and liabilities that may be brought against aforementioned parties, arising out of Applicant's use of premises.
2. Applicant agrees to provide proof of current General Liability insurance coverage with limits of one million occurrence/one million aggregate, naming Pappy Hoel Campground, LLC, Full Throttle Saloon, LLC, ThrottleFest, LLC & Mighty Loud Enterprises, their agents, servants, contractors and employees as additional insured, which is to be in effect at all times while leasing vendor space from Pappy Hoel Campground. Pappy Hoel Campground must receive Original Certificate of Insurance covering the dates that Applicant will use vendor space by June 1, 2019.
 3. Applicant shall in no way take possession of vendor space until full payment of vendor fees has been paid, insurance binder received and copy of Meade County vendor permit and SD Sales Tax Permit have been provided to Pappy Hoel Campground. **DO NOT ATTEMPT TO CHECK IN WITHOUT THESE DOCUMENTS.**
 4. Applicant agrees not to make any permanent improvements or changes to the vendor space Premises. At the termination of this agreement, vendor shall return the vendor space to Pappy Hoel Campground in the same condition it was in at the time possession was taken. Further, the premises will be in a neat and clean condition, free of any debris whatsoever. Failure to comply may result in additional fees as deemed appropriate for the restoration of the vendor site back to its original state. There will be a minimum \$500 fee.
 5. Applicant agrees to keep the vendor space clean and attractive at all times. Applicant also agrees, to the best of their ability, to maintain the area in such a fashion so as not to obstruct the site path to neighboring vendors during primary hours of operation. In addition, vendors must stay within their space at all times. Vendor doors must be open during business hours. Vendors are required to open no later than 11 a.m. and remain open until at least 11:30 p.m. In addition, Applicant, their agents, servants, contractors and employees agree to conduct any business in compliance with all the Statutes of State of South Dakota and ordinances of Meade County, South Dakota and shall carry on no illegal activities of any sort on the property. Any violation of this section is a breach of this agreement.
 6. Pappy Hoel Campground, its agents and employees, reserve the right to go upon the premises at all reasonable times to insure that the terms and conditions of this agreement are being adhered to by the Applicant.
 7. The Applicant acknowledges that he/she/they, of his/hers/their own free will, has chosen this/these vending spaces and is not relying upon any representation of Pappy Hoel Campground as to the volume of sales that he/she/they can expect, or the profitability of the business that he/she/they intend to conduct on the use of vendor space.
 8. Pappy Hoel Campground reserves the right to decline, prohibit or expel an Applicant which, in its judgement, is out of keeping with the character of Pappy Hoel Campground, this reservation being all inclusive as to persons, items, printed mater, products, conduct, sound level, etc.
 9. Cancellations and Refund Policy - No refunds on vendor fees. It is further agreed that actual Occupation of the vendor space by an Applicant is of the essence hereof, and that should the Applicant at any time, after March 1, 2019 find that actual occupation of the vendor space is not possible for any reason whatsoever, then Pappy Hoel Campground, without written notice to Applicant, shall have the right to offer said vendor space available and cause said space to be occupied in such a manner as it may deem in the best interest of Pappy Hoel Campground, without any rebate or allowance whatsoever to the Applicant and without in any way releasing said Applicant from any liability hereunder, and said Applicant agrees to pay Pappy Hoel Campground the full sum as herein set forth.
 10. Liability: It is recommended that Applicant carry insurance to cover loss or damage to their vendor space or other personal property while such property is located at or is in transit to or from the vendor space site as well as worker's compensation, commercial general liability, including products and completed operations, and independent contractors. Pappy Hoel Campground assumes no liability for loss, damage, or injury to any property of the Applicant

or to any of its owners, officers, agents, employees or contractors, whether attributable to accident, fire, theft or any cause whatsoever. The Applicant expressly agrees to defend, indemnify and hold harmless Pappy Hoel Campground, its management, agents, independent contractors and employees from any and all claims, liabilities and losses for injury to persons (including death) or damage to property arising in connection with Applicant's use of vendor space.

Further RELEASE OF LIABILITY

Applicant/Vendor, his/her/their agents, servants, contractors and employees agree to observe and Comply with all applicable State and Federal laws, statutes, ordinances, rules and regulations. Applicant assumes all cost and liability arising from the use of patented, trademarked, copyrighted or Service marked materials, equipment, processes or creative rights. Applicant shall not assign or Attempt to sell or assign this agreement or any rights hereunder without the prior written consent of Pappy Hoel Campground, it will be grounds for termination of this agreement and vendor may be asked to vacate premises and forfeit any and all rents and or fees. Pappy Hoel Campground reserves the right to terminate the license granted by this agreement for good cause and, in said event, Applicant agrees to waive or forego all claims for damage and recourse of any kind. Applicant agrees to assume all risks arising out of or relating to its attendance or participations of their agents, servants, contractors and employees from any and all liability, loss, damage or expense it may sustain from any cause whatsoever, including fire, theft, personal injury (including death) or property loss of Applicant/Vendor, his/her/their agents, servants, contractors and employees, Applicant further Acknowledges that he/she/they are aware that he/she/they cannot sell, give or offer for sale any Pictures or accounting for this event for publication without the written permission of Full Throttle Saloon.

ENTIRE APPLICATION AND AGREEMENT

This Application and Agreement is the entire Application and Agreement between the parties and no Statement, promise or representation of any party not mentioned above shall be binding. I have read And understand all of the above terms and conditions. This Application and Agreement shall, upon Written acceptance below, constitute a valid and binding contract.

The parties have executed this Application and Agreement as dated below:

Jesse Dupree, Owner Date
Pappy Hoel Campground, LLC.

Applicant/Vendor (Sign) Date

Applicant/Vendor (Print Name)

Once complete, you can scan/email to brianholt@officialgearpromotions.com pappyhoelcampground@mightyoud.com, or fax to 770.919.0355.