

Full Throttle Saloon and Campground, LLC
12997 State Hwy. 34, Sturgis, SD
57785 (605)423-9999

Sturgis Rally 2016
Application and Agreement For Use of Vendor Space

Company **Applicant's Name**

Street Address or P.O. Box **City** **State** **Zip**

Work Telephone **Home 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 _____
Cost _____

Vendor Schedule

Set-up: Aug 1st – Aug 4th
Open: July Aug 5th - Aug
14th, Hours: 11am to 11:30pm,
Daily Vacate: Mon, August 15th,
2016

VENDORS WILL NOT BE ALLOWED ON THE PROPERTY UNTIL AUGUST 1st, 2016. NO ONE IS ALLOWED TO UNLOAD OR SIGN IN BEFORE THIS TIME.

Checks accepted to June, 1 2016. After June 1, 2016 cashier check or money order (no checks) payable to: Full Throttle Saloon and Campground, LLC, 12997 State Hwy 34, Sturgis, SD 57785. Telephone (605) 423-4584.

Applicant (herein after described) hereby applies for vendor space at the *Full Throttle Saloon and Campground, LLC*, For Sturgis Rally 2016. This application shall become an agreement between Applicant and *Full Throttle Saloon and Campground, LLC* (herein after referred to as *Full Throttle Saloon*) for the use of said space under the following terms and conditions, which consists of five pages.

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Full Throttle Saloon 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 Full Throttle Saloon's discretion. Only products listed on page one may be sold or given away.

Full Throttle Saloon shall have until July 1, 2016 to approve products and brands listed on page one. Should an exclusive agreement of any nature take place before the 2016 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.

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

All vendors must bring all their necessary supplies for set up and use during business operation, which includes but is not limited to, telephones, locks for vending unit, etc. Full Throttle Saloon does not provide any supplies to vendors. The following are requirements by Full Throttle Saloon. 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.

- a. No pets or reptiles allowed on the property at any time.
- b. No one allowed on the property at any time under the age of 21 (twenty-one)
- c. No camping or staying overnight on property. Lamphere Campground across the street offers camping. (605) 347-5858
- d. No one allowed on the property after 3:00 am every night.
- e. No firearms allowed on property.
- f. No Club Colors.
- g. No nudity or ill behavior as determined by Full Throttle Saloon.

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Applicant also agrees to the following:

1. Applicant/vendor does hereby indemnify and hold Full Throttle Saloon , their agents, servants, contractors, and employees, harmless from any and all claims, demands and liabilities which 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 ***Full Throttle Saloon and Campground, LLC*** as additional insured which is to be in effect at all times while leasing vendor space from Full Throttle Saloon, their agents, servants, contractors and employees. Full Throttle Saloon must receive Original Certificate of Insurance covering the dates that Applicant will use vendor space by June 1, 2016.
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 Full Throttle Saloon. **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 Full Throttle Saloon 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. **Vendors are not allowed to hang anything whatsoever from the ceiling on the walkway or place anything (including racks, etc.) anywhere on the boardwalk. 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. Any vendor who violates these hours will not be allowed to return to Full Throttle Saloon the next year. There will be no exceptions and it will not be tolerated.** 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. Full Throttle Saloon, his 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 Full Throttle Saloon 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.

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8. Full Throttle Saloon reserves the right to decline, prohibit or expel an Applicant which, in its judgment, is out of keeping with the character of Full Throttle Saloon, 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, 2016 find that actual occupation of the vendor space is not possible for any reason whatsoever, then Full Throttle Saloon, 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 Full Throttle Saloon, 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 Full Throttle Saloon 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. Full Throttle Saloon 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 Full Throttle Saloon, 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 Full Throttle Saloon, 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. Full Throttle Saloon 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 can *not* 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

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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:

Michael Ballard, Owner Date
Full Throttle Saloon and Campground, LLC

Applicant/Vendor (Sign) Date

Applicant/Vendor (Print Signature)