

# Vendor Space Rental Contract—TRUE GRIT EPIC

This is an agreement between Gro Promotions, LLC. (GRO) and \_\_\_\_\_ for the purchase of Expo or Vendor space(s) at a GRO Races events. Please complete the contract below, read the terms and conditions, sign and return both pages of this contract with your full payment to GRO.

Vendor and Expo Spaces are 10' x 10' outdoor booth space (space only, tent is not included) only. Vendor must supply chairs, tables, tent, and all other supplies. An electrical source will be available to vendors if needed, with priority given to food vendors. Please fill out the following form completely.

True Grit Venue  
10 x 10 Space \$100.00 x \_\_\_\_\_ spaces \$ \_\_\_\_\_

I am a food Vendor (attach food handling permit) \_\_\_\_\_. Type of food to serve \_\_\_\_\_

I have items for Purchase (must have insurance and Event tax ID on site) \_\_\_\_\_. Items for sale \_\_\_\_\_

I am a display Vendor only( only this application required) \_\_\_\_\_. Items to display \_\_\_\_\_

I require power for my booth \_\_\_\_\_

Total payment due \$ \_\_\_\_\_

Full payment is required with your contract. Make checks payable to Gro Promotions, LLC.

Check enclosed to 274 s 200 west St George UT 84770

Name of Company \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Description of Company and/or Product \_\_\_\_\_

Website \_\_\_\_\_

Social Security # or Federal Employer ID # (Retail Vendors only) \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

Food Vendors must also obtain a local food handlers permit.

All vendors must provide GRO with proof of insurance that lists Gro Promotions, LLC and Santa Clara City as additionally insured. This certificate must be received no later than February 20. If you have questions about the permit process contact GRO

## Vendor Terms and Conditions

### 1. Payment/Cancellation Policy:

Payment in full must accompany this contract. Make checks payable to Gro Promotions, LLC.. NO REFUNDS for cancellation.

### 2. Space Assignments:

Expo space rental fees must be received no later than 10 days prior to the event requested. Booth assignments will be made based on space requirements, products to be exhibited, the date the contract is received, and consideration of the overall best interests of the show.

### 3. Operation:

Exhibitors will keep exhibit open and staffed at these times:

hours event: 7 am to 7 pm during event days.

Peak Evnue hours of event: 1 pm to 7 pm

Exhibitors may opt to open earlier and stay open later, and/or be open on Friday before the event, at their discretion. Setup hours begin noon on Thur before.

### 4. Products and Exhibits:

No products bearing the name True Grit Epic, or any other GRO trademark, name, logo, or reference to such may be sold or distributed without written permission from GRO. GRO reserves the right to restrict the sale or display of any items which it deems objectionable. This reservation includes any person, thing, conduct, printed matter, or item of a charter, which GRO considers objectionable for health or safety reasons, due to conflict with sponsor or other agreements, or for any reason.

### 5. Food/Beverage Products:

No food or beverage sales or sampling will be permitted at the event without obtaining a Food Handling permit and insurance.

### 6. Management & Dismantling:

Exhibitor shall be solely responsible, at its own expense, for installing and dismantling its own materials. Exhibitor shall repair any damage caused by dismantling and return the space to the same condition as received.

### 7. Fire, Safety, and Health Regulations:

Exhibitor agrees to comply with local, city, and state laws, ordinances, and regulations covering fire, safety, health, and other matters. All exhibit equipment and materials will be reasonably located within the booth. Exhibitors shall take necessary fire precautions.

### 8. State Sales Tax:

Exhibitor accepts full responsibility for complying with all applicable state sales tax laws, including obtaining sellers permits if necessary and reporting of sales and payment of sales tax, where applicable, to the local tax authority. All exhibitors planning to sell items or services at the event must provide GRO with a Social Security Number or Federal Employer Identification Number, on the front of this contract, for tax reporting purposes.

### 9. Subletting of Space:

Exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned, or have representatives, equipment, or materials from other firms other than his/her own in the exhibit space without prior written authorization from GRO.

### 10. Liability Exclusion:

GRO will take reasonable precautions to safeguard Exhibitor's property. However, GRO will not be liable for loss or damage to property from theft, fire, accident, or any other cause beyond its control. Exhibitor agrees to indemnify, protect, defend, and save and hold harmless Gro Promotions, LLC., its officers, directors, and employees, and the Bureau of Land Management, its officers, directors, and employees, and the County of Washington Utah, its officers, directors, and employees, from all claims, demands, damages, and liability of whatsoever kind resulting from the negligence or willful misconduct of Exhibitor, its agents, employees, or invitees; or a breach of this contract by Exhibitor or its agents, employees, or invitees. The Exhibitor, on signing this agreement, expressly releases the aforementioned from all claims for loss, damage, or injury.

### 11. Insurance:

Food and Sales Vendors shall carry and maintain during the period of any event in which he/she exhibits, including any movein and moveout days, and at his/her sole cost and expense, personal injury and property damage coverage under a policy of general public liability insurance, with limits of at least \$200,000 \$1,000,000 for bodily injury, and \$50,000 for property damages, or combined single limit bodily injury and property damage policy with limits of \$500,000. Proof of said insurance, listing Gro Promotions as an additionally insured, must be submitted to GRO no later than October 28, 2009. Failure to submit proof of insurance may result in eviction of Exhibitor from event.

### 12. Inability to Perform:

If GRO should be prevented from holding the Expo area or if it cannot permit Exhibitor to occupy his/her space due to circumstances beyond its control, including, but not limited to, strike, civil disobedience, and acts of God, GRO shall have no further obligation of liability to Exhibitor.

### 13. Shipments:

All arrangements for shipments required by Exhibitor for its booth shall be the sole responsibility of the Exhibitor. GRO shall not be responsible for the delivery or receipt of any shipments, without prior agreement.

Authorized Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name and Title (please type or print)

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Questions? Call our office at 970-759-3048; or email: [info@groraces.com](mailto:info@groraces.com)