

Porkie's TruSouth BBQ 1903 So. Ridgewood Ave. (US 1) So. Daytona, FL 32119
CONTACT: Tim (386) 290-6528

Vendor Agreement Please completely fill out all spaces provided on both pages.

Event Dates: October 16 to 19, 2008

Setup Day: October 15, 2008

Break Down: You must be completely packed and off premises no later than 10 a.m., October 20, 2008. If you need more time, please contact Tim at (386) 290-6528. Please throw out all trash, and leave space as you received it.

Note: Failure to leave your space clean and in good repair will jeopardize your eligibility to rent during future Events.

Name _____ Cell Phone (_____) _____

Address _____ City, State, Zip _____

Business Name _____ Business Phone (_____) _____

e-mail address _____ Space Number(s) _____

Description of Product(s) we will be selling _____

VENDOR / EXHIBITOR RULES AND REGULATIONS

1. BikeWeek and Biketoberfest are activities held outdoors, with Miller's Parts as the Anchor attraction. Exhibit spaces are on the Porkie's TruSouth BBQ parking lot and property, 1903 South Ridgewood Ave. (US 1), South Daytona, FL 32119.
2. Exhibits shall not display, sell or dispense offensive, profane and or drug related paraphernalia, including but not limited to; firearms, pornographic material, hate literature, pirate software music or movies, nazi or ss military items, illegal drug related items, "how to" references to any illegal activity including but not limited bomb making or drug manufacturing. Any displays of such will result in removal of vendor with absolutely No Refund given.
3. Vendor spaces can be reserved with a 20% down payment of the total rental amount at least 120 calendar days prior to the event. A 50% deposit is required shorter than 120 calendar days prior to the event. At 60 calendar days or shorter prior to the event, deposits are NOT Refundable. Spaces will not be reserved until a deposit is received. Balance of payment must be made at least 14 calendar days prior to the event.
4. Exhibitors may sell every day of the event from 8am to 10pm, *But MUST be open from 10am to 5pm Everyday.*
5. Exhibitors must check in with Tim Papadeas, (386) 290-6528 prior to setting up.
6. An application for space and its acceptance constitutes a contract to use the space assigned. Porkie's TruSouth BBQ retains the right to slightly alter locations and times for unavoidable or logistical reasons.
7. Vendors will be responsible for any trash in their area. Trash cans will be distributed throughout the property for our customers. Vendors should dispose of their trash in the large dumpster at the rear of the lot. A Vendor area not kept clean during and not left clean at the end of the event will jeopardize their inclusion as a vendor in future events.
8. Vendor shall not transfer or sublet the space(s) above or any part thereof or permit the same to be used by any other person without the written consent of Porkie's TruSouth BBQ, and the City of South Daytona.
9. Vendor will be responsible for acquiring an itinerant merchant license (IML) from the City of South Daytona and show it to an authorized agent of Porkie's TruSouth BBQ **BEFORE** setting up. Vendor is responsible for all licenses and any and all applicable city and state sales tax. Failure to acquire proper permits and satisfy rental requirements in time for event will not release Vendor from their vendor space payment obligations. Porkie's TruSouth BBQ assumes NO Responsibility for any penalties and /or restrictions imposed on a vendor by any State, County or City agency, associated with the above mentioned Vendor space to be rented.
10. NO Refunds will be made due to inclement weather, poor attendance or any other reason. Porkie's TruSouth BBQ reserves the right to terminate this agreement at any time without liability if rules and regulations are not adhered to.
11. Vendor will indemnify and hold Property Owner and its designees harmless from all costs, losses, damages, or expenses including expense of litigation, and attorney's fees, resulting from any person or property arising out of any act of omission of vendor or vendor's employees or other representatives. Vendor will furnish Property Owner with evidence that vendor has liability insurance in force with a reputable insurer, including coverage against contractually assumed liability. Porkie's TruSouth BBQ, its officers, agents or members, and/or George Papadeas and Angela Sabato shall not be held responsible for any loss or damage due to theft, fire, accident, or any other cause.
12. For Biker Events, Porkie's TruSouth BBQ will not provide Security. Security service may be provided for future events and will be appropriately reflected on future agreements. Each vendor acknowledges his agreement to this and all of the above rules and regulations by payment of the vendor space fees and vendor signature on the application.
13. **AT NO TIME WILL A VENDOR BLOCK THE ENTRANCE and/or OPEN PATHWAYS OF THE Porkie's TruSouth BBQ Lot.**

INSURANCE: My / Our Liability Insurance Info is:

Policy# _____ Company Name _____ Start Date _____ Exp _____

Agent's Name _____ Agent's Phone Number (_____) _____

NOTE: If You do not have appropriate Vendors Insurance You must purchase it prior to the event. A Contact number is provided at the bottom of this page.

The undersigned, does hereby agree to this Vendor Agreement and Application for reservation of Vendor Space for at Porkie's TruSouth BBQ in South Daytona, Florida. The undersigned agrees to abide by the rules and regulations set forth above by Porkie's TruSouth BBQ, and will not hold Porkie's TruSouth BBQ responsible for damage to or theft from any exhibit. I understand and agree to provide my own Liability insurance, and I agree to keep my display up and fully operational throughout the duration of the Event. The undersigned is an Authorized agent of the said Company above hereby contracting for Vendor Space rental on the Porkie's TruSouth BBQ Lot.

Name _____ Signed _____ Title _____ Date _____

Return the original of this application with appropriate remittance payable to:

Porkie's TruSouth BBQ
Attn: Tim Papadeas, Agent
1903 South US1
South Daytona, FL 32121

PAYMENT ENCLOSED :

THE TOTAL AMOUNT OF \$ _____ FOR SPACE(S) _____

MY DEPOSIT AMOUNT OF \$ _____ DATE _____

MY BALANCE DUE BY _____ is \$ _____

FORMS OF PAYMENT ACCEPTED:

Personal and Business Checks are accepted Up to 14 calendar days prior to event, after that, Credit Cards, Cash or Certified Funds Only. Please make checks payable to: Porkie's TruSouth BBQ

Please NOTE: Credit Cards are accepted and will show on your statement as "Porkie's TruSouth BBQ"

CC# _____ EXP. _____

Zip Code that bill goes to _____ My signature below authorizes the charge of \$ _____ (USD),

and is associated to my credit card above, and also waives my right to contest the charge for any reason whatsoever.

Signed _____ Drivers Lic. State _____ Number _____ Exp. _____

CONTACT INFO FOR LICENSING / PERMITS / SALES TAX
City of South Daytona - Itinerant Merchant License (386) 322-3020
State of Florida Dept. of Revenue – Sales Tax (386) 254-3901
Liability Insurance Agent- Charlie or Linda Wallace (386) 761-1832