



The Pendleton Run July 15 & 16, 2022

VENDOR DISPLAY SPACE AGREEMENT

The following application, if accepted, will represent a contractual agreement between the applicant (vendor) and Promoter (PBW)

COMPANY _____

CONTACT _____

EMAIL _____

ADDRESS _____

CITY _____

STATE _____ **ZIP** _____

Day(s) of Event Contact _____

Mobile #(s) _____

PRODUCTS/SERVICES _____

DISPLAY INFORMATION

Refer to the attached Rate Sheet and **OPTIONAL ACCESSORIES** for prices. Display must fit into the size listed below.

DISPLAY SIZE: _____

DISPLAY RATE \$ _____

ELECTRICITY \$ _____

Dry Camping Y/ N \$ **No Charge**

TOTAL AMOUNT DUE: \$ _____

VENDOR/PARKING PASSES

Number of vendor & parking passes issued is based on display space size. Additional vendor passes can be purchased. (See details on Page 4).

OPTIONAL ACCESSORIES

PLEASE NOTE: All accessories may not be available within two weeks prior to the event and are based on availability.

TENTS: Tents are **NOT** included in the cost of your display.

ELECTRICITY: There are limited spaces available with electrical hook-ups. All electrical spaces are on a first-come first-served basis.

0-500 WATTS (5 AMPS) \$ 85.00 _____
 Over 500 amps \$ 125.00 _____

*Electricity for show hours only. Double charge for 24 hrs/day.

SECURITY: Promoter provides roving security. Additional security needs: please contact Promoter. Additional charge applies

PAYMENT

Space reservation is not secured until deposit or payment is received. **Payment must be paid in full PRIOR TO Set-up.**

CREDIT CARD **Venmo** **Pay Pal**

AMEX MASTERCARD VISA

Account No: _____

EXPIRES: _____ Code #: _____

Cardholder Name: (Please Print) _____

Signature: _____

Cardholder Billing Address: _____

City/State/Zip _____

CHECK - Please make checks payable to:

PBW LLC
43854 Jerico LN
Pendleton, Oregon 97801

TERMS & CONDITIONS

STANDARD BOOTH EXHIBITS

Regular and specially built back walls including signs may not exceed 8' in height. Exhibitors shall be so arranged as to not obstruct the general view nor hide the exhibits of others.

FOOD\BEVERAGE\SOUVENIR SALES

Absolutely NO food/beverage distribution to the general public will be allowed, INCLUDING WATER. Promoter reserves the right to remove ANY vendor found not to be in compliance with these rules. Absolutely NO souvenir or novelty related merchandise will be sold to the general public unless approved and authorized by Promoter. This includes but is not limited to event t-shirts.

AMPLIFIED MUSIC - AUDIO DISPLAYS

All amplified music is maintained at which normal conversation can be carried on in any adjacent display booth or event activity.

OPERATION

Exhibitor will keep the exhibit open and staffed at all times during show hours. Promoter reserves the right, should any rented exhibitor's space remain unoccupied to pay the full amount specified in the invoice for space rental. Promoter reserves the right to restrict exhibits to a minimum noise level, and to suitable methods of operation and display of materials. If, for any reason, exhibit contents are deemed objectionable by Promoter, the exhibit will be subject to removal. This reservation includes but is not limited to, persons, things, conduct, printed matter, or any item of poor character, which the management considers objectionable to the displays well being. In the event of such an eviction or restriction, management will not be liable for refunding rental fee or funds paid for exhibit equipment rental, except at its own discretion. All exhibits must remain in the confines of space(s)\booth(s). Attendants, models, and any other employees must confine their activities to the space(s)\booth(s) occupied by the exhibitor. Exhibitor grants permission to Promoter and its agents to use exhibitor's image and/or likeness in connection with any live or recorded video display or other transmission or reproduction in whole or part of the event. Handouts, including literature and souvenir items, and any and all promotional materials, must be distributed from the designated exhibitor space\booth only. These items may not be left unattended in booth, or distributed from any other area, without written permission from Promoter. **NO EXCEPTIONS.**

LIABILITY

Neither Promoter management and/or its sponsors or agents, their representatives, or any member or employee of Promoter, is responsible for any injury, loss or damage to any exhibitor, his employees or property. The exhibitor, upon execution of the contract, expressly releases the foregoing named association, parties, individuals, and employees from any and all claims for such loss, damage or injury. To prevent lost or stolen articles, merchandise must be securely fastened to display boards or locked up when booths are unattended. The exhibitor hereby acknowledges and assumes all risks incidental to this event and agrees that all participants, sanctioning bodies, and all employees, agents' officers, and directors of promoter and Venue, are hereby released from any and all such injuries, damages or claims arising from the event.

Exhibitor agrees to secure and maintain a commercial general liability insurance policy including bodily injury, property damage and contractual liability on an amount not less than \$1million per occurrence covering Promoter and their subsidiaries and affiliates, and their respective members, partners, directors, managers, officers, employees and agents as additional insured on Vendors policy solely with respect to the operations of Vendor while

on the property of Venue. Exhibitor shall also carry workers' compensation (statutory limits) and employer's liability insurance with respect to its own employees. A waiver of subrogation is to be provided under all applicable policies. Exhibitor must provide a copy of certificate of insurance to Promoter prior to setting up vendor display. See attached sample certificate for further details.

Any and all restrictions and/or levies enforced or imposed by Promoter, the Venue and/or the State of Oregon, must be observed by the exhibitor, and Promoter, its staff, or participating sponsors or co-sponsors, assume no responsibility or liability whatsoever in matters related to any restriction and/or levies imposed on any exhibitor by the Venue, and/or the State of California. No responsibility is assumed by Promoter for goods delivered to the facility OR FOR MATERIALS LEFT IN THE DISPLAY AREA AFTER CLOSING HOURS. Exhibitors wishing to insure their display materials or components thereof, including merchandise, must do so at their own expense. Promoter will do all in its power to cooperate with its exhibitors in helping to make the exhibition productive and profitable for all concerned. We ask your cooperation in observing fire and other safety regulations, and in maintaining a display space of good taste.

CARE OF EQUIPMENT

Exhibitor and/or their agents must not injure or deface property. Should such damage occur, the exhibitor is liable to the damaged property's owners.

FIRE SAFETY AND HEALTH REGULATIONS

The exhibitor agrees to comply with local, city, state laws, ordinances, and regulations, and the regulations of the Venue covering fire safety, health and all other matters. All exhibit equipment and materials will be reasonably located within the booth space and protected by safety guards where necessary. Exhibitors are requested to keep their display area clean at all times.

ACCEPTANCE

We, the undersigned, submit our application for the reservation of vendor space, subject to conditions and regulations governing the event and its production, as detailed on the Terms & Conditions, including but not limited to, the terms set forth within this document. Exhibitor understands and agrees that Promoter owns and/or has a license to all rights to the names, likeness, trademarks, service marks, abbreviations, slogans, designs, logos and symbols, which have come to be associated with the Venue and its Events, including any registrations that may exist therefore ("Licensed Marks"). Further, Exhibitor understands that the manufacture, sale or distribution of products bearing Licensed Marks ("Licensed Articles") to be used as premiums, for publicity purposes, for fund raising, or as giveaways is strictly prohibited. Non-compliance will subject vendor to removal from event. We agree to adhere to all event rules and regulations, including complying with the provisions of liability.

EVENT DELAY – In the event of cancellation or postponement of an event, for any reason, exhibitor will be offered equivalent display space at the rescheduled event, or at another event, at no charge. NO REFUNDS will be given, for any reason.

Please e-mail the completed contract and a certificate of insurance with your deposit or payment at least one month prior to the event.

Signature _____

Print Name _____

Display Layout

BACK OF DISPLAY



FRONT OF DISPLAY

To use this grid:

- Use bold lines to indicate the outline of your booth
- Indicate the scale of the grid (i.e. 1 square = 1 foot) or indicate the dimensions of your booth.
- Please include all details including ramps, doors, awning supports and hitches.

COMPANY _____ **CONTACT** _____

EMAIL _____

PHONE _____ **FAX** _____

WHAT DAY DO YOU PLAN ON SETTING UP? _____ **TIME?** _____

Email form to display mgr. info@41live.com

DISPLAY FEES - SET-UP and EVENT INFORMATION

DISPLAY FEES - YOUR SPACE IS THE TOTAL DISPLAY AREA PLUS ANY ADDITIONAL DISPLAY SUPPORT EQUIPMENT

Resale Rights 10 X 10 \$500 10 X 20 \$750 10 X 30 \$950 20 X 20 \$1100 20 X 40 \$1500
Each Display Space fee Includes the \$160 permit fee to the City of Pendleton

Promotional Displays ONLY - NO RESALE 10 x 10 \$250 10 x 20 \$400

Dry Camping Area is included for Vendors - RV sites w/ Hook-ups are available at additional fee.

DIRECTIONS & ACCESS TO THE VENUE

Address: Pendleton Round -Up Arena
1205 SW Court Ave, Pendleton, OR 97801

SET-UP TIMES

Set-up times subject to change.

July 14, Thursday 9am - 8pm
July 15, Friday 7am - 10am - Show starts @ 10am. No structure set-up after 9am.

EVENT HOURS

Vendors are required to operate their display during event hours. Typically, the first practice starts around 8:30am and the last race ends around 5:00pm. Detailed schedules will be available as the event draws near.

BREAK DOWN

Immediately following. All displays must be dismantled by 5pm on Sunday, unless otherwise arranged by Vendor Display Mgr.

PARKING

Promoter will provide **one (1)** vehicle parking pass. All others may park in our general lots. There is NO CHARGE for parking.

VEHICAL PASSES FOR DISPLAY AREA

Your vehicles may enter and park in the Vendor Display Area **ONLY** to set up your display. Please be aware that other vendors are setting up as well. You may be asked to move your vehicle to accommodate another vendor during set-up.

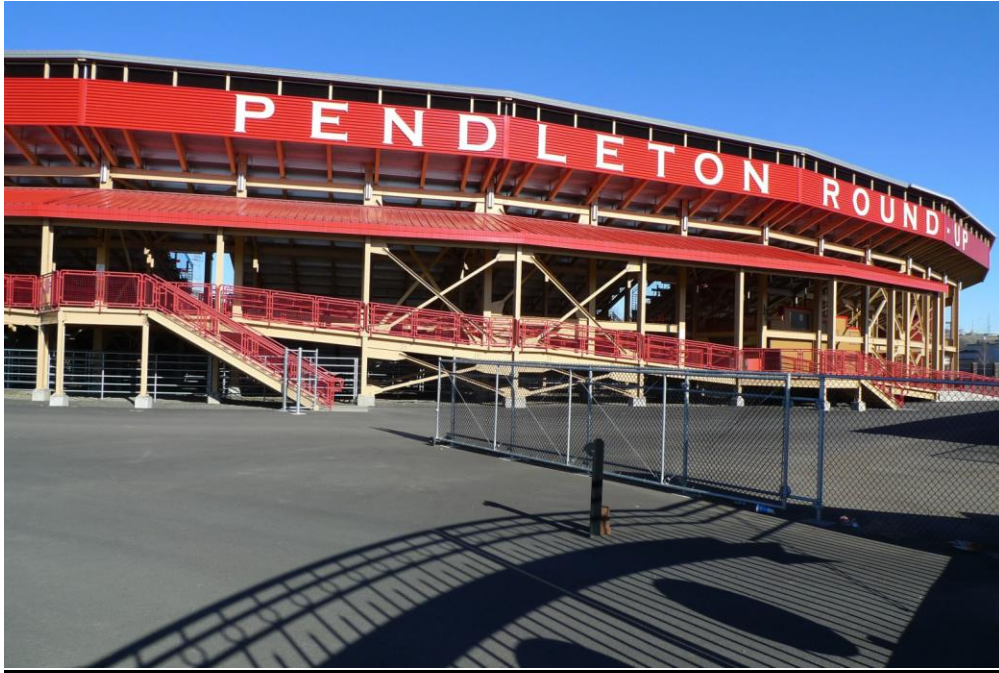
WORKER PASSES

Worker Passes are not required for the General Vendor Display area - This area is open to the public - FREE admittance

- **ENTRANCE TO CONCERT OR ARENA WITHOUT THE PROPER CREDENTIALS IS STRICTLY PROHIBITED**

Bob Richards Jr
916-704-5796
brichards@41live.com

General Facility



Sample Certificate of Insurance
Email to brichards@41live.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER XXXXXXXXXXXXXXXXXXXXXXXXXXXX	CONTACT NAME: _____	FAX (Ac, Nd): _____
	PHONE (Ac, Nd, Ext): _____	
INSURED XXXXXXXXXXXXXXXXXXXXXXXXXXXX	EMAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
	INSURER B : _____	
	INSURER C : _____	
	INSURER D : _____	
	INSURER E : _____	
	INSURER F : _____	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	X		XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (See endorsement)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DIED							\$
	RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in ND) If yes, describe under DESCRIPTION OF OPERATIONS below			XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Property			XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	Replacement Cost per Golf Cart	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PBW LLC and/or each of its subsidiaries and affiliates, their respective officers, managers, directors, employees and agents are named as Additional Insured, per endorsement, with respect to liability arising out of operations performed by the named insured. Primary Wording and Waiver of Subrogation applies.

CERTIFICATE HOLDER	CANCELLATION
PBW LLC 43854 Jerico LN Pendleton, Oregon 97801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____