

# BETTER L8 THAN NEVER CAR SHOW

Sunday, September 23, 2018  
9 a.m. – 4 p.m.

## VENDOR CONTRACT

Please complete this form and return to:  
ACCOC  
Attn: Better L8 Than Never Car Show  
93 Court Street Middlebury, VT 05753  
T: 802-388-7951 • F: 802-388-8066  
www.addisoncounty.com

### PURCHASE ONLINE!

There is a small service fee to purchase your booth space online. Go to:  
<https://2018betterL8.eventbrite.com>

### ! Certificate of Insurance !

A Certificate of Insurance is required from each food vendor, vendor exhibiting live animals or vendor with products that pose a risk to the public naming the Addison County Chamber of Commerce, Snake Mountain Cruisers, Bristol Recreation Club and the Town of Bristol as additional insured with a minimum liability limit of \$1,000,000. This certificate must be received by the Chamber on or before September 1, 2018.

In addition, food vendors must provide the Chamber with a valid Vermont Department of Health Certificate and have on visible display within the booth at the Better L8 Than Never Car Show.

### Exhibitor Information

Business/Organization Name (as you wish it to appear in publicity) \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email Address \_\_\_\_\_

The products that I will sell at the Better L8 Than Never Car Show are:

\_\_\_\_\_

\_\_\_\_\_

### Booth Space

A single booth space measures 10'x10'. Booth space is assigned on a first-paid basis. Payment in full is required to reserve your booth space and must accompany this form.

	July 16 - Sept 2	Sept 3 - 23	# of booths	Total Cost
Food Vendor	\$60	\$65		
Standard booth	\$30	\$35		

Electricity Required  Yes  No

I'm a food vendor, vendor exhibiting live animals or vendor with products that pose a risk to the public, I will provide a Certificate of Insurance. In addition, food vendors must provide a valid Vermont Department of Health Certificate. (see more details at the left under Certificate of Insurance)

### Payment

Check enclosed payable to ACCOC  MASTERCARD  VISA  DISCOVER

Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Signature \_\_\_\_\_

I have read this Registration Form and the attached Terms and Conditions and agree to abide by the Terms and Conditions and the provisions of the Registration Form. I understand that failure to do so may result in the withdrawal of my permission to exhibit.

Exhibitor Signature \_\_\_\_\_ Date \_\_\_\_\_

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## TERMS AND CONDITIONS

### Purpose of Event

- Display goods and services
- Promote businesses and organizations within the area

**Definitions:** Addison County Chamber of Commerce or its respective administrators, directors, members, agents, officers, managers, volunteers, employees (hereinafter the “Chamber”), the Bristol Recreation Club, or its respective administrators, directors, members, agents, officers, managers, volunteers, employees (hereinafter the “Club”), the Town of Bristol, Vermont or its respective administrators, directors, agents, officers, managers, members, volunteers, employees (hereinafter “Town”), and the Snake Mountain Cruisers or its respective administrators, directors, agents, officers, managers, members, volunteers, employees or any sponsor, advertisers, and owners (hereinafter “SMC”). The word “Vendor” used herein shall mean the lessee, its officers, agents, and employees, who attend the Car Show to sell, exhibit or display goods and services, and/or food products, and/or to disseminate information/advertising material. The word “Car Show” shall be defined as the 2018 Better L8 Than Never Car Show.

**Space Reservations:** Spaces will be reserved in the order Vendors’ applications are received. PAYMENT MUST BE INCLUDED AT TIME OF RESERVATION. The Chamber reserves the right to rearrange space reservations it deems advisable in the overall interests of the Event. The Chamber’s administrative office will assign spaces.

**Sublet of Vendor Space:** Vendors may neither sublet nor assign space reserved except by prior written permission of the Chamber.

**Vendor Set-Up:** The Vendors shall set up their space between the hours of 7 a.m. and 9 a.m. on the morning of the Event.

**Show Hours:** The Better L8 Than Never Car Show will be open to the public at 9 a.m. until 4 p.m., therefore all Vendors shall have their space ready to present to the public on or before 9 a.m.

**Show Breakdown:** Vendors are asked not to dismantle their space before 4 p.m. and no later than 6 p.m. on Sunday. Vendors not conforming to these rules may lose their privilege to exhibit at future Events.

**Exhibit Provisions:** The Chamber and SMC will provide spaces which are 10’ by 10’. Vendors must provide their own furnishings—tent, table, chair, etc. If electricity is required, arrangements must be made in advance with the Chamber as availability and location are very limited. Vendors must provide electrical cords which are a maximum of 50 ft. in length. Contact the Chamber at 388-7951 to discuss.

**Signs:** Vendors must supply their own signs and are encouraged to bring their business signs.

**Review of Vendor Plans:** The Chamber, Club, SMC and the Town reserve the right to alter or prohibit certain Vendor exhibit features that it deems potentially harmful or overtaxing of the exhibit premises, not in compliance with health, safety, and welfare of event patrons and exhibitors, or not compatible with the general purpose and character of the Event.

**Exhibit Limitations:** No equipment, displays, articles, material or any other items shall be allowed in the walkways reserved for the attendees of the Car Show or within public right of ways. Sound, music, promotional tapes, movies, light, or loud noises related to booth displays must not be a hindrance to other exhibitors or patrons. Vendors are not permitted to circulate around the Car Show selling products/services; exhibitors must sell or present from their assigned booth spaces. Signs promoting Vendors or services will not be permitted elsewhere other than in the assigned booth space. No pets or exhibit animals are permitted within the Car Show premises unless under leash control (or other form of control if relevant) of owner or is a service animal. Prior approval from the Chamber must be received for

exhibit animals that are part of the Vendor’s exhibit. Exhibitors are encouraged to leave pets at home. The Chamber reserves the right to close down a portion of any exhibit that is determined to be a hindrance.

**Booth Personnel:** Vendors must staff their booths during the Event. It is required to have someone providing business or organization information during the hours that Vergennes Day is open to the public. At least one person staffing the booth at all times must be 18 or over in age.

**Limitation of Liability:** The Car Show Vendor shall fully review and sign the Release, Waiver of Liability, and Indemnity Agreement (“Release”). The Release shall be signed prior to the Car Show and provided to the Chamber. The Release shall be incorporated and made part of these Terms and Conditions hereto. The Chamber, Club, SMC and Town shall not be liable for any personal articles left within the premises of the Event area and/or left by the Vendors within the event area after 6:00 p.m. on September 23, 2018. Additionally, the Chamber make no assurances, promises, warranties or otherwise as to the level of business/product sales, publicity, or information dissemination of each Vendor.

**Insurance:** All food vendors, Vendors exhibiting live animals, and other Vendors with products that pose a risk to the public are required to present a Certificate of Insurance (hereinafter the “Certificate”). The Chamber shall have the full discretion to determine if a Vendor qualifies as a food vendor, and/or a live animal vendor and/or a Vendor with a product or service that pose a risk to the public. The Certificate must name the Chamber, the Club and SMC as “additional insured” and also show proof that the minimum liability coverage is \$1,000,000. Any Certificate required under this provision must be provided to the Chamber office not later than September 1, 2018. Food Vendors, Vendors exhibiting live animals, and Vendors with risk products will not be allowed to exhibit unless a current Certificate is on file at the Chamber office. If you have questions, contact the Chamber office 388-7951. In addition, food vendors must provide the Chamber with a valid Vermont Department of Health Certificate and have on visible display within the booth at the Car Show.

**Cost of Vendor Space:** Space is open for crafters, artisans, businesses and organizations at the rate specified on the Vendor Registration Form. Multiple vendor spaces may be obtained at the cost of the individual exhibit space rate.

**Payment of Vendor Space:** THE FULL VENDOR RATE IS DUE UPON APPLICATION OF VENDOR SPACE. IT MUST BE SUBMITTED WITH THE VENDOR SPACE REGISTRATION FORM.

**Cancellations/Refunds:** Vendor’s full deposit will be refunded if requested by September 1, 2018. If a request for cancellation is made after September 1, 2018, the Chamber will attempt to lease the space to another Vendor, if unsuccessful, the entire fee will be forfeited by the vendor.

**Failure To Hold Event:** Should any contingency prevent holding the Show, the Chamber may retain such part of the Vendor’s rental fee as shall be required to provide recompense for expenses incurred up to the time such contingency shall have occurred.

**The undersigned has fully reviewed these Terms and Conditions and agrees to abide by all the Terms and Conditions contained herein and any additions and/or amendments hereafter established. The undersigned also understands and agrees that failure of the Car Show Vendor to comply with these Terms and Conditions contained herein could result in withdrawal of the Vendor’s permission to participate in the Car Show.**

**Name of Vendor:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Vendor or its Duly Authorized Agent**

\_\_\_\_\_  
**Date**

# Release, Waiver of Liability, and Indemnity Agreement ("Release")

Read this form carefully before signing

**RELEASE:** In consideration for facilitating my participation as a Vendor in the "Better L8 Than Never" Car Show exhibition and related car shows (hereinafter the "Car Show"), I hereby release, discharge, and covenant not to sue the Addison County Chamber of Commerce (the "Chamber") or its respective administrators, directors, members, agents, officers, managers, volunteers, employees, the Bristol Recreation Club (the "Club"), or its respective administrators, directors, members, agents, officers, managers, volunteers, employees, the Town of Bristol, Vermont ("Town") or its respective administrators, directors, agents, officers, members, managers, volunteers, employees, or the Snake Mountain Cruisers ("SMC") or its respective administrators, directors, agents, officers, managers, members, volunteers, employees or any sponsor, advertisers, and owners and lessors of the premises on which the Car Show takes place (each considered one of the "RELEASEES" herein), and release and discharge them from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.

**INDEMNITY:** I further agree that if, despite this Release, that I, or anyone on my behalf makes a claim against any of the Releasees, I agree to indemnify and hold harmless the Releasees from any loss, death, liability, damage or costs, including court costs and attorney's fees, that they may incur due to my participation the Car Show, whether caused by the negligence of the Releasees or otherwise.

**INTENT:** I intend that this Release bind not only me, but also the members of my family and my spouse (if any), and my heirs, executors, assignees, and personal representative. I intend this as a release, discharge and promise not to sue the Releasees. I further agree that this Release should be construed in accordance with the laws of the State of Vermont, and agree that if any portion of this Release is held to be invalid, the remaining provisions of this Release shall continue in full force and effect. If the Vendor is a minor, I certify and agree that I am the parent or guardian of the Vendor, that I am signing on the participant's behalf, and that this Release shall bind both me and the participant.

**I have read this RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it. I have signed it freely and without any inducement or assurance of any nature, and I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

\_\_\_\_\_  
Printed name of Vendor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Vendor or it Duly Authorized Agent

\_\_\_\_\_  
Date