



Bristol Recreation Field
Sunday, September 22, 2019
9 a.m. – 4 p.m.

TERMS AND CONDITIONS

Purpose of Event

- Provide opportunity for car enthusiasts to display vehicles
- Attract visitors to Addison County

Definitions: Addison County Chamber of Commerce and 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 “Club”), and the Snake Mountain Cruisers and its respective administrators, directors, members, agents, officers, managers, volunteers, employees (hereinafter “SMC”). The word “Vendor” used herein shall mean the lessee, its officers, agents, and employees, who attend the Better L8 Than Never Car Show to sell, exhibit or display goods and services, and/or food products, and/or to disseminate information/advertising material. The word “Better L8 Than Never Car Show” shall be defined as the 2019 Better L8 Than Never Car Show.

Space Reservations: Spaces will be reserved in the order Vendors’ and 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 Better L8 Than Never Car Show. The Chamber’s administrative office will assign spaces.

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

Vendor Set-Up: Vendors shall set up their booths 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 at or before 9 a.m.

Vendor Breakdown: Vendors are asked not to dismantle their exhibits 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 Better L8 Than Never Car Show Events.

Vendor Provisions: The Chamber 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 as availability and location are very limited. Vendors must provide their own electrical cords which are a maximum of 50 ft. in length. Contact the Chamber at 388-7951 to discuss.

Review of Vendor Plans: The Chamber reserves the right to alter or prohibit certain 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 Better L8 Than Never Car Show.

Vendor Limitations: No equipment, displays, articles, material or any other items shall be allowed in the walkways reserved for the attendees of Better L8 Than Never Car Show or within a public right of way. 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 Better L8 Than Never Car Show premises selling products/services; Vendors 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 Better L8 Than Never 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. 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 Better L8 Than Never Car Show 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 Vendor shall fully review and sign the Release, Waiver of Liability, and Indemnity Agreement (“Release”). The Release shall be signed prior to Better L8 Than Never Car Show and provided to the Chamber. The Release shall be incorporated and made part of these Terms and Conditions hereto. The Chamber, Club and the SMC shall not be responsible for any personal articles left within the premises of Better L8 Than Never Car Show event area and/or left by the Vendors within the event area after 5:00 p.m. on September 22, 2019. Additionally, the Chamber, Club and SMC 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 or services that could potentially 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 could pose a risk to the public. The Certificate must name the Chamber, the Club and the SMC as “additional insured” and 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 August 22, 2019.** Food Vendors, Vendors exhibiting live animals, and Vendors with risk products will lose their space and vendor fee if a current Certificate is not on file at the Chamber office by August 22nd, 2019. 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 Better L8 Than Never 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 vendor 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 August 22, 2019. If a request for cancellation is made after August 22, 2019, 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.



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VENDOR CONTRACT

Please complete and return forms to:

ACCOC
 Attn: Better L8 Than Never Car Show
 93 Court Street Middlebury, VT 05753
 T: 802-388-7951 • F: 802-388-8066
 www.BetterL8ThanNever.com

PURCHASE ONLINE!

There is a small service fee to purchase your booth space online. Go to:
[https:// 2019betterL8.eventbrite.com](https://2019betterL8.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 and the Bristol Recreation Club as additional insured with a minimum liability limit of \$1,000,000. This certificate must be received by the Chamber on or before August 22, 2019.

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 Better L8 Than Never Car Show.

Vendor 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 Better L8 Than Never Car Show are:

Booth Space

A single exhibitor/crafter booth space measures 10'x10'. Payment in full is required to reserve your booth space and must accompany this form.

Booth Type	Early Bird Until 8/9	Regular 8/10 - 9/22	# of booths	ACCOC Member	Total Cost
Food Vendor	\$65	\$70		10% off	
Exhibitor/Crafter	\$30	\$35		10% off	

I'm a member of the Addison County Chamber of Commerce (ACCOC)

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 # _____ (payable to ACCOC) MASTERCARD VISA DISCOVER

Card # _____ Exp. Date _____

Signature _____

I have read this Registration Form/Contract 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.

Vendor Signature _____ Date _____



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WAIVER FORM

RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT ("RELEASE")

Please read this form carefully before signing

RELEASE: In consideration for facilitating my participation as a Vendor in the 2019 Better L8 Than Never Car Show (hereinafter "Better L8 Than Never Car Show"), I hereby release, discharge, and covenant not to sue the Addison County Chamber of Commerce (the "Chamber") and its respective administrators, directors, members, agents, officers, managers, volunteers, employees, the Bristol Recreation Club (the "Club"), and its respective administrators, directors, members, agents, officers, managers, volunteers, employees, the Snake Mountain Cruisers (the "SMC"), and its respective administrators, directors, members, agents, officers, managers, volunteers, employees, or any sponsor, advertisers, and owners and lessors of the premises on which Better L8 Than Never 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 in Better L8 Than Never 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 Participant

Address

Signature of Participant

(or participant's parent/guardian if participant is a minor)

Date