



HCMR, LLC
24672 SUMPTER STAGE HWY
BAKER CITY, OREGON 97814
541-519-2049
hcmrally@gmail.com

July 6 - 9, 2017 Merchandise Vendor Contract

All spaces are located outdoors on Main Street of Historic Baker City.

THE PARTIES AGREE AS FOLLOWS:

1. **USE OF PREMISES:** HCMR, LLC hereby rents to Exhibitor space on Main Street of Baker City on July 6 – 9, 2017. Exhibitor agrees to pay rent in the full amount specified on page 2 of this contract. Please indicate three space preferences #1 _____, #2 _____, #3 _____

2. **PURPOSE:** Exhibitor agrees to use the above premises solely for the purpose of selling the following items:

And for no other purpose. Exhibitor will sell within the confines of the allotted space only and times specified in this contract.

3. **SECURITY:** Exhibitor agrees that the HCMR, LLC officers, agents and employees shall not be responsible for any loss, damage or injury of any character to any property of the Vendor or his agents or employees while on premises of the rally.
4. **INDEMNIFICATION:** Exhibitor shall indemnify, defend and hold HCMR, LLC harmless from any and all claims, costs, liabilities, damages and fees (including attorney fees and expert witness fees) arising out of or related to Exhibitor's exercise of all rights and privileges under this contract, including without limit, claims or liabilities for any personal injury or property damage of any kind or nature. This obligation of indemnity extends to the HCMR, LLC and its officers, agents and employees.
5. **ATTORNEY FEES:** If litigation is instituted arising directly or indirectly out of this agreement, the losing party shall pay to the prevailing party the prevailing party's reasonable attorney fees and court costs as determined by the court and trial, or upon any appeal thereof.
6. **HOUSEKEEPING:** Exhibitor agrees to be entirely responsible for the space allotted under this contract and shall reimburse the HCMR, LLC for damage to grounds or facilities. Exhibitor must provide their own trash can and dumped in the dumpsters provided.
7. **TERMINATION:** This agreement may be terminated immediately by the HCMR, LLC for breach of contract. Exhibitor will relinquish the space and all rights under this agreement and all monies paid will be forfeited by the exhibitor. Exhibitor must terminate agreement in writing in order to receive a refund. If written termination by exhibitor is not received by June 1, 2017, all monies will be forfeited.

8. **ELECTRICAL:** Rally Electrician shall have the authority to disconnect any booth that overloads electrical capabilities. Extension cords must be provided by the Exhibitor. Extension cords must be heavy duty and subject to approval of rally electrician. Power may not be available for all exhibitor spaces.
9. **SET-UP & TAKE DOWN:** Exhibitors may set up Thursday July 7th between 11:00 AM—5:00 PM or Friday July 8, 7:00 AM and 9:00 AM. All booths must be set-up by this time. You will be escorted to your space, asked to unload and remove your vehicle promptly from the exhibit area. No motor homes, campers, or personal vehicles will be allowed to park in the exhibit area. Vendors must remain open until 2:00 pm on Sunday. No vehicles will be allowed in the exhibit area before this time.
10. **HOURS OF SERVICE:** Exhibitors are encouraged to open on Thursday afternoon. All exhibitors must be set up and ready to open no later than 9:00 am Friday. Exhibitor agrees to provide products and services as detailed in this contract during the following hours of operation:

Thursday July 7, 2016	5:00 pm to 9:00 pm
Friday July 8, 2016	9:00 am to 8:00 pm
Saturday July 9, 2016	8:00 am to 8:00 pm
Sunday July 10, 2016	8:00 am to 2:00 pm

EXHIBITORS MAY OPEN EARLIER AND REMAIN OPEN LATER.

11. FEE SCHEDULE:

	<u>Before May 1</u>	<u>After May 1</u>
12X12 ft Space	\$160.00	\$190.00
12X24 ft Space	\$260.00	\$290.00
24X24 ft Space	\$385.00	\$405.00
110v Power	\$40.00 per cord	\$45.00 per cord
220v Power	\$50.00 per cord	\$55.00 per cord

EXHIBITOR NAME: _____

DBA: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ CELL PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

VENDOR ACCEPTANCE SIGNATURE: _____ DATE: _____

Booth Size: _____ \$ _____

Power Requested: # _____ 110v \$ _____ # of amps drawn: _____

_____ 220v \$ _____ # of amps drawn: _____

Total \$ _____

Check enclosed? _____