

**Union County Convention & Visitors Bureau**  
**2009 All Ohio Bike Fest formerly in association with Honda HomeComing**  
**Vendor Agreement**

This vendor agreement (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the Union County Convention & Visitors Bureau (CVB) with its principal place of business at 227 East Fifth Street, Marysville, Ohio 43040, and \_\_\_\_\_ ("Vendor"), having a place of business at \_\_\_\_\_

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**Whereas**, the Union County CVB intends to sponsor a vendor area during the annual motorcycle homecoming on Thursday, July 23, 2009 through Saturday, July 25, 2009 (The "Event") at the City Parking Lots located on 6<sup>th</sup> and Plum and 6<sup>th</sup> and Main, in Marysville, Ohio and

**Whereas** the Vendor desires to use exhibition space ("the space" more fully described in the Vendor Application attached hereto and incorporated herein by reference "the application");

**Whereas** the Union County CVB desires to license the space to vendor subject to the terms and conditions of this agreement and the application;

**Now therefore**, in consideration of the premises contained herein the parties hereby agree as follows:

**Section 1. License of Space.** Upon written acceptance of this Agreement by the Union County CVB, the Union County CVB agrees to license the Space to Vendor on the terms and subject to the conditions set forth in this Agreement and the Application. The Union County CVB reserves the right, in its sole discretion, to assign the location of space as it deems necessary after considering the special needs of the Vendor described in the Application, The space is licensed to the Vendor as an "As-Is" basis with all faults, and the Union County CVB shall not be held liable for any pre-existing condition of the Space or for any condition arising during the term of this agreement.

**Section 2. Use of Space.** Vendor shall use the Space solely for the purpose of selling, using, demonstration, and/or displaying only the product(s) and/or services described in the Application. No other products, services, or other materials may be sold, used, and/or demonstrated or displayed by the Vendor on the Space. **No Stakes or any other materials are to be placed in or through the asphalt without approval of the Union County CVB.** The Union County CVB reserves the right, in its sole discretion, to determine the appropriateness of Vendor's conduct or activities in connection with the event and to prohibit any conduct or activities deemed inappropriate by the Union County CVB (including, without limitation, the termination of this Agreement and the immediate removal of Vendor from the premises). Vendor shall not assign or sublet the Space without the prior approval of the Union County CVB.

**Section 3. Payment.** In consideration of the license granted herein, Vendor shall pay the Union County CVB the amount set forth in the application within the time periods specified in the Application.

**Section 4. Weather.** After the final date for payment set forth in the Agreement, no refund shall be made because of the weather or any other acts of God.

**Section 5. Permits.** It is the sole responsibility of the Vendor to obtain and apply for the necessary permits and licenses required by the State or County in conjunction with the event.

**Section 6. Public Safety.** All tents must be made of a material that is fire-resistant. The tent must have a tag attached or verification from the manufacturer. All vendors must have a fire extinguisher at their site.

**Section 7. Set and removal.** Vendor shall set up the entire Booth (including all components parts) on **Wednesday, July 22, 2009 between the hours of 8:00 am and 3:00 pm.** Vendor shall promptly dismantle and remove from the premises the entire (including all components parts) on **Saturday, July 25, 2009 by 8:00 p.m.** **Vendor shall return the Space to the condition it was in when Vendor took possession.** Vendor shall provide all labor, equipment, tools, supplies and other items necessary for Vendor's activities in connection with the event.

**The hours of published operation shall be 9:00 am to 7:00 pm on Thursday, 9:00 am to 7:00 pm on Friday, and 9:00 am to 3:00 pm on Saturday. Vendors are permitted to stay open longer as they deem necessary especially on Friday evening during the light parade and entertainment.**

**Section 8. Security and Safety.** The Union County CVB will provide appropriate security for the event. Security is provided as an accommodation to Vendor and the Union County CVB assumes no liability for lost, stolen, or damaged property of the Vendor.

Vendor and all employees, agents, and representatives of Vendor (collectively, "Vendor Employees") shall comply with all City rules and regulations governing the security, maintenance, and safety of the City facilities.

**Section 9. Taxes.** Vendor agrees to pay and be responsible for all Federal, State and Local income taxes and other payroll taxes, as well as contributions for unemployment insurance, workers' compensation insurance, pensions or annuities which are now or may hereafter be required to be deducted from wages of all Vendor Employees, and will file all required returns related to such taxes, contributions and payroll deductions.

**To the extent that Vendor provides any services or transacts any sales during the event that are subject to sales and use tax in Ohio or any other jurisdiction, Vendor shall be fully and exclusively responsible for paying such taxes and filing all required returns related thereto.**

**Section 10. Status, Indemnification.** Vendor is an independent contractor. Nothing in this Agreement shall be deemed to constitute a contract of employment. Except to the extent prohibited by law, Vendor shall indemnify and hold the Union County CVB (and its agents and/or employees) harmless from all claims, actions, causes of action, suites, damages, losses, and expenses of any nature, including but not limited to attorneys' fees, arising out of Vendors activities in connection with the event, including but not limited to injuries to City property or property of others and injuries or death to persons. In furtherance of the foregoing, Vendor hereby expressly waives any and all statutory and/or constitutional immunity to which, but for this waiver, it might be entitled (i) as an employer in compliance with the State of Ohio workers' compensation laws (ii) under any other employee benefit statutes or similar laws of any Jurisdiction. The terms of this section 10 shall survive the termination or expiration of the Agreement.

**Section 11. Insurance.** Vendor shall maintain the following types of insurance in the following amounts:

General Liability	\$250,000 per occurrence
Automobile Liability	\$500,000 per occurrence
Workers Compensation	Statutory Coverage
Employers Liability	\$100,000 each accident

Vendor's insurance policies shall name the City of Marysville and Union County CVB as an additional insured and provide primary coverage in the event. Vendor shall provide proof of such insurance to the City prior to the June 1, 2007.

**Section 12. Term and Termination.** This agreement shall be effective upon written acceptance by the Union County CVB and shall expire on at 11:59 pm on Saturday, July 25, 2009 unless extended by the City in writing. Vendor may terminate this Agreement for any reason upon written notice to the Union County CVB at any time prior to May 1, 2009 and receive a refund minus a \$100.00 administrative fee of any amounts paid by Vendor, provided that the Vendor is not in default of any of its obligations hereunder. The Union County CVB may terminate this Agreement for any reason upon written notice to Vendor at any time prior to or during the event and shall refund to Vendor any amounts paid by Vendor, provide that the Vendor is not in default of any of its obligations hereunder. In the event of such termination, the Union County CVB shall have no further obligation or liability to Vendor, including but not limited to, liability for Vendor's lost profits.

**Section 13. Non-Assignability.** The Union County CVB is entering into this Agreement in reliance upon the particular qualifications of Vendor, which are unique and may be performed only by Vendor and Vendor Employees. This Agreement may not be delegated or assigned by Vendor without the Union County CVB's consent and any purported delegation of duties or assignments of rights by Vendor under this Agreement is void unless Vendor has obtained the Union County CVB prior written consent, which may be withheld for any reason.

**Section 14. Captions.** The captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction, or meaning and are in no way to be construed as a part of this Agreement.

**Section 15. Pronouns.** The number and gender of each pronoun used in this Agreement, if any, shall be construed to mean such number, and gender the context, circumstances or its antecedent may require.

**Section 16. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**Section 17. Waiver.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement and respect to any breach or failure shall not be construed as a waiver of such right or remedy with respect to any other breach of failure by the other party.

**Section 18. Entire Agreement.** This Agreement, together with the Vendor Application hereto, constitutes the entire Agreement between the parties in respect to its subject matter and supersedes all prior and contemporaneous agreements between the parties in connection with the same subject matter.

**Section 19. Amendments, Changes, and Modifications.** This Agreement may be amended, changed and modified only in writing executed by both parties hereto.

**Section 20. Severability.** If any clause, provision or section of this Agreement, or any covenant stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken under this Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof or any other clause, provision or section or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made assumed, entered into to taken thereunder or hereunder.

In Witness whereof, the parties have each caused this agreement to be executed by a duly authorized representative as of the date and year first above written.

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Steve Conley  
City of Marysville  
Parks & Recreation Department

Christy J. Clark  
PR & Tourism Director  
Union County CVB

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_