

GRANNY GEAR PRODUCTIONS, INC.

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Food Vendor Contract—2011 24 Hours of Moab

This is an agreement between Granny Gear Productions, Inc. (GGP) and _____

for the purchase of food vendor space at the 24 Hours of Moab, October 7, 8 & 9, 2011. Please complete the contract below, read the terms and conditions, sign and return both pages of this contract with your full payment to GGP. Note that all Food Vendors must submit a menu, with prices, for approval prior to the event.

GGP will provide outdoor booth space (space only, tent is not included) at the size specified below by purchaser. Cost for space with a 10' frontage is \$500; 20' frontage is \$700. Both options can have up to 20'-25' of depth, depending on location. GGP will provide one 8' table and two chairs, as well as a potable water source if needed. Extra chairs, tables, and electrical sources are available at an additional cost. Please fill out the following form *completely* to let us know what you need.

Food Vendors are required to comply with GGP's "Granny Bucks" system. GGP will provide event staff, volunteers, and VIPs Granny Bucks of \$5 and \$1 denominations which will be redeemable at face value at any food vendor. Food Vendor agrees to accept these as a form of payment. After the event, Food Vendor will submit a total for all meal tickets used at their booth, along with the tickets themselves, and GGP will pay Food Vendor at a rate of 80% of face value of all Granny Bucks collected.

I agree to purchase Food Vendor space with 10' of frontage for \$500 = \$ _____

OR I agree to purchase Food Vendor space with 20' of frontage for \$700 = \$ _____

Check here if you need a potable water source at your Food Vendor space. (*No extra charge*)

I need _____ 10 x 10 tent(s) (\$250 each). Total cost of tent(s) = \$ _____

I need _____ extra chairs (\$8 each). Total cost of extra chairs = \$ _____

I need _____ extra tables (\$20 each). Total cost for extra tables = \$ _____

I need _____ 20 AMP circuit(s) (\$100 for each circuit). Total cost of 20 Amp circuit(s) = \$ _____

Total payment due = \$ _____

Full payment is required with your contract. Make checks payable to Granny Gear Productions, Inc. or provide credit card information below. (check one) Visa Master Card Discover Card Check enclosed

Name of Company _____ Name of Applicant _____

Brief Description of Food to be Offered _____

_____ Website _____

Social Security # or Federal Employer ID # _____

Billing Address _____

City _____ State _____ Zip _____ Email _____

Phone _____ Cell _____ Fax _____

Credit Card # _____ Expiration Date _____

Name on card (*print*) _____ Signature _____

(continued)



GRANNY GEAR PRODUCTIONS, INC.



24 Hours of Moab Vendor Expo Terms and Conditions

1. Payment/Cancellation Policy:

Payment in full must accompany this contract. Make checks payable to Granny Gear Productions, Inc. All cancellation requests must be made in writing. Vendors canceling before September 10, 2011 forfeit 50% of their Food Vendor space rental fee. NO REFUNDS will be issued AFTER September 10.

2. Space Assignments:

Food Vendor space rental fees must be received no later than October 1, 2011. Booth assignments will be made based on space requirements, other needs of the purchaser, the date the contract is received, and consideration of the overall best interests of the event.

3. Operation:

Food Vendors will serve food at a minimum of these times: 12 Noon - 8 pm, Friday, 9 a.m - 10 p.m. Saturday, and 8 a.m. - 3 p.m. Sunday. Food Vendors may opt and are encouraged to stay open the full 24 hours of the race, and/or be open on Friday before the event, at their discretion. Set-up hours are all day Thursday and from 8 a.m. till 12 noon, Friday. Vehicles must be out of the Expo area by 12 Noon Friday unless you have authorization by GGP's operations staff.

4. Products and Exhibits:

No products bearing the names "24 Hours of Moab", or any other GGP trademark, name, logo, or reference to such may be sold or distributed without written permission from GGP. GGP reserves the right to restrict the sale or display of any items which it deems objectionable. This reservation includes any person, thing, conduct, printed matter, or item of a charter, which GGP considers objectionable for health or safety reasons, due to conflict with sponsor or other agreements, or for any reason GGP feels is not in the best interest of the event. Should such a restriction or removal be enforced, GGP shall not be held liable for refunding rental fees or funds for space rental, except at its own discretion. The hanging of banners outside of your Food Vendor space is prohibited.

5. Management & Dismantling:

Should any rented Food Vendor's space remain unoccupied on the opening day or should any space be forfeited due to failure to make payment by October 1, 2011, GGP reserves the right to rent said space to any other Food Vendor or use said space in any other manner. However, this clause shall not be construed as affecting the obligation of Food Vendor to pay the full amount specified in this contract for space rental should GGP not resell the space. Food Vendor shall be solely responsible, at its own expense, for installing and dismantling its own materials. Food Vendor shall repair any damage caused by dismantling and return the space to the same condition as received.

6. Fire, Safety, and Health Regulations:

Food Vendor agrees to comply with local, city, and state laws, ordinances, and regulations covering fire, safety, health, and other matters. All equipment and materials will be reasonably located within the booth. Food Vendors shall take necessary fire precautions. All waste oil and food must be disposed of appropriately according to local ordinances.

7. State Sales Tax:

Food Vendor accepts full responsibility for complying with all applicable state sales tax laws, including obtaining sellers permits if necessary and reporting of sales and payment of sales tax, where applicable, to the local tax authority. All Food Vendors must provide GGP with a Social Security Number or Federal Employer Identification Number, on the front of this contract, for tax-reporting purposes.

8. Subletting of Space:

Food Vendor shall not assign, sublet, or apportion the whole or any part of the space assigned, or have representatives, equipment, or materials from other firms other than his/her own in the space without prior written authorization from GGP.

9. Liability Exclusion:

GGP will take reasonable precautions to safeguard Food Vendor's property. However, GGP will not be liable for loss or damage to property from theft, fire, accident, or any cause beyond its control. Food Vendor agrees to indemnify, protect, defend, and save and hold harmless Granny Gear Productions, Inc., its officers, directors, and employees, and the Bureau of Land Management, its officers, directors, and employees, and the Trust Lands Administration, its officers, directors, and employees, from all claims, demands, damages, and liability of whatsoever kind resulting from the negligence or willful misconduct of Food Vendor, its agents, employees, or invitees; or a breach of this contract by Food Vendor or its agents, employees, or invitees. The Food Vendor, on signing this agreement, expressly releases the aforementioned from all claims for loss, damage, or injury.

10. Insurance:

Food Vendor shall carry and maintain during the period of this event, including any move-in and move-out days, and at his/her sole cost and expense, personal injury and property damage coverage under a policy of general public liability insurance, with limits of at least \$100,000-\$500,000 for bodily injury, and \$50,000 for property damages, or combined single limit bodily injury and property damage policy with limits of \$500,000. Proof of said insurance, listing Granny Gear Productions, Inc. as an additionally insured, must be submitted to GGP no later than October 1, 2011. Failure to submit proof of insurance may result in eviction of Food Vendor from event.

11. Inability to Perform:

If GGP should be prevented from holding the Expo area or if it cannot permit Food Vendor to occupy his/her space due to circumstances beyond its control, including, but not limited to, strike, civil disobedience, and acts of God, GGP will refund the Food Vendor the amount of rental paid, minus a proportionate share of Expo expenses, and GGP shall have no further obligation of liability to Food Vendor. If Food Vendor made no rental payment, he/she nevertheless shall be obligated to pay their share of the Expo expenses.

12. Shipments:

All arrangements for shipments required by Food Vendor for its booth shall be the sole responsibility of the Food Vendor. GGP shall not be responsible for the delivery or receipt of any shipments, without prior agreement. If such an agreement is desired, GGP will charge Food Vendor a rate of \$25/hour for labor in the handling of shipments. Absolutely no skids or pallets will be accepted.

13. Rental Equipment Return:

Failure to return rental equipment in its original condition will result in the following charges: chairs @ \$25 each, tables @ \$50 each, electrical equipment @ \$100 each, 10' x 10' tents @ \$1,000 each.

Authorized Applicant Signature _____ Date _____

Name and Title (please type or print) _____