



RUSTIC ROAD RIDERS INC. W3650 CR-A Elkhorn, WI. 53121 (262)903-5358
rusticroadriders@gmail.com www.rusticroadriders.com

MERCHANDISE VENDOR AGREEMENT

THIS VENDOR AGREEMENT (“AGREEMENT”) is entered into on the ___ day of _____, 2021, by and between **Rustic Road Riders, Inc.** a Wisconsin non stock corporation (“RRR”) and _____ (“Vendor”).

- 1. Term.** The term of this Agreement shall commence upon signing (“Commencement Date”) and shall terminate on June 7, 2021 (“Termination Date”), except that paragraphs 6, 7, 8, 9 and 10 shall survive the Termination Date.
- 2. Scope of Services.** Vendor hereby voluntarily agrees to provide the vending of such goods as specified in Appendix A of this Agreement to patrons and invitees of the 2021 Rustic Road Rally (“Event”) located at the Walworth County Fairgrounds, 411 East Court Street, Elkhorn, Wisconsin (the “Premises”), scheduled to be held June 4 through June 6, 2021. Vendor will be assigned a designated location before the Event based on Vendor’s needs and the availability of space. Vendor shall only be allowed to announce the availability of goods to be vended while in the confines of its designated vending location on the Premises so as to limit competition among vendors and adhere to social distancing protocols. Vendor shall not vend any goods or services at or during the Event that are not specified in Appendix A of this Agreement. Vendor shall be permitted to render services June 4, 2021 from 4:00 p.m. until 11:00 p.m.; June 5, 2021 from 10:00 a.m. until 11:00 p.m.; and June 6, 2021 from 10:00 a.m. until 4:00 p.m. Vendor shall be responsible for the set up of its designating vending location on June 4, 2021 from 10:00 a.m. until 2:00 p.m. Vendor is permitted two (2) persons free of charge to facilitate vending services throughout the Event. Any other persons shall pay the regular admission fee for the Event in order to secure entry. Vendor shall have access to the location for up to two (2) hours after 4:00 p.m. on the Termination Date to dismantle and remove all equipment brought into the Premises by Vendor.
- 3. Condition of Premises.** Vendor accepts the Premises in “AS IS” condition and RRR shall have no obligation to make any changes or improvements to the Premises either before the Commencement date or at any time during the Term. Vendor shall leave the Premises clean of trash and in substantially the same condition as when Vendor entered

and occupied the Premises.

4. Use of the Premises. The Premises are to be used solely for the purposes of this Agreement. Vendor shall not commit or suffer the commission of any waste in, on, or about the Premises. Vendor shall not do or permit to be done anything in or upon the Premises that would violate the conditions of any of RRR's insurance policies or the use, enjoyment, maintenance, preservation and protection of the property on the Premises. Vendor has the right to provide vending services in its designated location on the Premises. Vendor shall conduct its activities upon the Premises as to not endanger any person lawfully thereon. Vendor shall, after registering and paying a separate fee, have the right to utilize the camping site, without electricity or showers, made available by RRR during the term of this Agreement. Vendor shall comply with all laws, statutes, ordinances, and rules governing the Premises and Vendor's occupancy of the Premises, including, but not limited to, all federal, state, and local environmental statutes, regulations, codes and rules relating to Vendor's operations and requirements, if any, set forth in any certificate of occupancy.

5. Vendor Fees. Vendor shall pay RRR the full amount of fees due to RRR, including space rental and electrical hook-up fees, as applicable, by way of certified mail no later than May 1, 2021. Vendor shall specify the size of the footprint that will be required and whether Vendor will be using a tent (whether inside or outside), a trailer, and whether Vendor will need a vehicle on-site. Tents will not be supplied by RRR. Fees and spaces will incur the following amounts and Vendor's needs shall be specified in Appendix B.

(a) Space Size:

- (i) Outside space 10 X 10 = \$100
- (ii) Outside space 10 X 20 = \$150
- (iii) Outside space 10 X 30 = \$200
- (iv) Outside space 20 X 20 = \$250
- (v) Inside space 10 X 10 = \$200
- (vi) Inside space 10 X 20 = \$400

(b) Electric. Electrical Hook Up = \$10

6. Indemnity, Insurance and Permits.

(a) Vendor shall indemnify and hold RRR, its agents, employees, shareholders, directors, successors and assigns harmless from and against any and all claims, demands, actions and expenses, including court costs and reasonable attorneys' fees arising out of or on account of any damage or injuries, including wrongful death, sustained or claimed to have sustained to any person or property in or upon the Premises by any person whatsoever unless caused by the gross negligence or willful misconduct of RRR or its agents or employees.

(b) Vendor shall, at its own expense, obtain and carry at all times during the Term general liability insurance with a comprehensive single limit of not less than \$1,000,000. Said insurance policies shall name as additional insureds Walworth County Agricultural Society, Inc. and RRR, as their respective interests may appear, and all insurers shall agree not to cancel or change the policies. A certificate or certificates of Vendor's insurance evidencing the insurance shall be furnished to RRR for approval no later than May 15, 2021.

- 7. Release.** Vendor agrees, to the extent not expressly prohibited by law, that RRR and Walworth County Agricultural Society Inc., its agents, employees, shareholders, directors, successors and assigns, shall not be liable, and Vendor waives all claims for damage to persons, property and business, including consequential damages, sustained during the Term, by Vendor occurring in or about the Premises, resulting directly or indirectly from any existing or future condition or defect, matter or thing in the Premises, or any part thereof, or from equipment or appurtenances becoming out of repair or from accident, or from any occurrence or act or omission of RRR or Walworth County Agricultural Society Inc., its agents, employees, shareholders, directors, successors and assigns.
- 8. Repairs and Maintenance.** Upon surrender of the Premises, Vendor shall be responsible for all clean-up expenses. In the event the Premises is damaged in any way during the Term by the act or negligence of the Vendor, or the Vendor's agents, employees, or any person admitted upon the Premises by Vendor, RRR shall notify Vendor within ten (10) days following the Termination Date. Vendor shall pay RRR the total amount of the payment to repair and restore the Premises used by the Vendor to its preexisting condition inclusive of a fifteen percent (15%) convenience fee. All repairs shall be made in accordance with all applicable laws, ordinances, rules and regulations.
- 9. Use of RRR name.** RRR agrees to permit Vendor limited use of the terms "Rustic Road Riders" and "2021 Rustic Road Rally" during the Term in connection with the facilitation of vending services provided before or during the Event. The use of the terms "Rustic Road Riders" and "2021 Rustic Road Rally" shall be limited to purposes for the Event, except Vendor may use the terms "Rustic Road Riders" and/or "2021 Rustic Road Rally" in advertisements during the Term so long as such advertisements relate solely to the Event. Vendor agrees to only utilize the terms "Rustic Road Riders" and/or "2021 Rustic Road Rally" in good faith in marketing the vending services provided during the Event and in a manner as to protect and preserve the good reputation of RRR and the Event, and provided further, that no such use of the terms "Rustic Road Riders" and/or "2021 Rustic Road Rally" shall be made which represents or implies in any way that RRR is in any way associated with or endorses Vendor after the Termination Date.
- 10. Destruction or Taking.** If all or any part of the Premises shall be destroyed or damaged by fire or other casualty prior to the Term, thus rendering the fulfillment of this

Agreement by RRR impossible, Vendor shall have the right to terminate this Agreement following the occurrence of the destruction or damage by written notice. If termination of this Agreement occurs more than thirty (30) days prior to the Commencement Date, RRR shall refund Vendor any payments made prior to termination.

11. COVID-19 Implications.

- (a) Assumption of Risks, Release, and Waiver of Liability Agreement. RRR agrees to take reasonable steps to lessen the risk of transmission of COVID-19 in connection with the Event. RRR is not responsible in any manner for any risks related to COVID-19 in connection with the Event. Vendor agrees that participation in the Event (including any related travel) carries with it certain inherent risks related to COVID-19 transmission (“Inherent Risks”) that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19 directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, Vendor understands that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. Vendor hereby voluntarily accepts and assumes all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Section 11 of this Agreement shall be binding on all of Vendor’s agents, employees, and all other persons entering on the Premises in connection with Vendor.
- (b) Duty of Vendor. Vendor agrees to self-monitor for signs and symptoms of COVID-19 and contact RRR if Vendor experiences symptoms of COVID-19 within 14 days before or after providing services at the Event. In the event Vendor experiences any COVID-19 symptoms during the Event, Vendor will notify RRR promptly and seek appropriate medical attention. Vendor shall take all reasonable precautions for the purpose of reducing the presence of bacteria, viruses, contagions and diseases on the Premises including, but not limited to, adhering to social distancing protocols, frequent sanitization of equipment, and wearing proper safety equipment.
- (c) Cancellation Clause. Notwithstanding any provision to the contrary set forth herein, if Vendor or RRR reasonably determines that it is precluded from performing, or that it is impracticable to perform, any obligation set forth herein on the part of Vendor or RRR to perform during a period during the Term, then either Vendor or RRR shall have the right to terminate this Agreement no later than thirty (30) days prior to the Event by delivering writing notice thereof. If the RRR reasonably determines or is required under

applicable laws to suspend or modify a service that RRR is otherwise obligated to provide to Vendor pursuant to this Agreement as a result of an epidemic, pandemic, or public health emergency (including, but not limited to, the COVID-19 pandemic), then such suspension or modification shall not be deemed a breach hereunder and RRR shall have no liability hereunder. In the event of termination of this Agreement due to epidemic, pandemic, or public health emergency (including, but not limited to, the COVID-19 pandemic), RRR shall return to Vendor any payments made prior to the termination of this Agreement.

12. Miscellaneous.

(a) WAIVER BY TRIAL BY JURY. RRR AND VENDOR EACH HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER (EXCEPT FOR PERSONAL INJURY OR PROPERTY DAMAGE ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF RRR AND VENDOR, VENDOR'S USE OR OCCUPANCY OF THE PREMISES, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.)

(b) Notices. Whenever in this Agreement it shall be required or permitted that notice be given by any party hereto to the other, the notice shall be given by first class mail, and any notice so sent shall be deemed to have been given on the date that the same is deposited in the United States mail, postage prepaid. Notices shall be sent:

If to RRR:
Rustic Road Riders Inc.
W3650 CR-A
Elkhorn, Wisconsin
Attn. Mr. Josh Macara

With a copy to:
Walny Legal Group LLC
250 E. Wisconsin Avenue, Suite 1750
Milwaukee, Wisconsin 53202
Attn: Mr. Eido Walny

and if to Vendor:

- (c) Force Majeure. Except with respect to payment obligations under this Agreement, neither Vendor nor RRR shall be liable for, nor be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, storm or other like event, disruption or outage of communications, power or utility, or any such cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such party with reasonable care (each, a “Force Majeure Event”). Within twenty-four (24) hours of the occurrence of a Force Majeure Event, the affected party shall notify the other party of the occurrence by giving Notice as described in 12(c) of this Agreement. The time for performance required of the affected party shall be extended by the period of such delay provided that the party is exercising diligent efforts to overcome the cause of such delay.
- (d) Benefit. This Agreement and all of the covenants and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (e) Provisions Severable. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable under any law the provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality and enforceability of the remaining provisions of this Agreement.
- (f) Applicable Law. This Agreement shall be governed by and construed under the laws of the state of Wisconsin.
- (g) Time. Time is of the essence with respect to the time periods set forth in this Agreement.
- (h) Intent. It is the intent of the parties that RRR pay for any and all costs or expenses incurred in connection with the event at the Premises and arising during the Term, except those pertaining to the clean-up of the Premises and that which is needed for Vendor to perform the services agreed to hereunder.
- (i) Entire Agreement; Modifications. This Agreement contains the entire agreement between the parties; there are no oral agreements existing between them. This Agreement may be modified only in writing signed by both RRR and Vendor. Any alleged modification of this Agreement not complying with this Paragraph shall have no effect whatsoever.

- (j) Attorneys' Fees. In the event any legal action shall be instituted by either party to enforce its rights hereunder, the prevailing party shall have the right to collect attorneys' fees and costs from the non-prevailing party.
- (k) Forfeiture. Any Vendor cancellation after May 1, 2021 will result in forfeiture of any payments made by May 1, 2021. In the event Vendor fails to appear on the Premises during the Term, Vendor will forfeit any payments made and RRR has the right to fine Vendor the sum of \$100.

IN WITNESS WHEREOF, RRR and Vendor have executed this Agreement voluntarily as of this ____ day of _____, 2021.

**RUSTIC ROAD RIDERS
INC.:**

By: Mr. Josh Macara
Its: President/CEO

VENDOR:

By:
Its:

APPENDIX A
GOODS PERMITTED FOR VENDING

APPENDIX B
FEES AND PAYMENT TO RRR

All Vendor fees must be paid in full by May 1, 2021. Any contracted vendor cancellation after May 1st, 2021 will result in forfeit of vendor Fee. A "No Show" will result in forfeit of Vendor Fee and fine of \$100.00.

VENDOR REQUIREMENTS

COMPANY NAME _____
TYPE OF MERCHANDISE _____
OWNER'S NAME _____
ADDRESS _____
PHONE _____
EMAIL _____
VENDOR SIGNATURE _____

Please tell us if you are using tents and their sizes, vendor trailer size, or if you need your vehicle at your vendor site. This will help us make your vendor set up easier.

***INSIDE SPACE IS LIMITED AND ON A 1ST SIGN UP BASIS!**

TENT SIZE _____ TRAILER SIZE _____ TRUCK SIZE _____

OUTSIDE
10 X 10 = \$100 _____
10 X 20 = \$150 _____
10 X 30 = \$200 _____
20 X 20 = \$250 _____

INSIDE
10 X 10 = \$200 _____
10 X 20 = \$400 _____

ELECTRICAL HOOK UP = \$10 _____

Rustic Road Riders Inc. is a 501(c)3 non-profit organization. Receipts provided upon request.

Please copy and sign this contract form and mail/E-mail it along with insurance information, utilize online payment or make checks payable to:

Rustic Road Riders Inc.
W3650 CR-A
Elkhorn, WI 53121

Any questions or concerns can be addressed by contacting JT O'Donnell at (262)949-8495 or via email at jt.rusticroadriders@gmail.com