

HAYFORK-N-YOU 2010 VENDOR REGISTRATION FORM

Please print 2 copies of this application, one to mail and one for your files.

*Please mail your completed form and signed waiver to:
Hayfork-N-You; 994 Fountain Circle; Redding, CA 96003*

Vendor Information

Business Name _____

Contact _____ Position _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Email _____ Cell _____

Space size needed _____

Describe Items for Sale _____

Fee: 10 foot wide: \$100
20 foot wide and over: \$200

Method of Payment: *Please make checks payable to Hayfork-N-You*

Check Cashier's Check Money Order

• **YOUR ENTRANCE TICKETS WILL BE MAILED TO YOU AFTER PRE-REGISTRATION CLOSSES** •

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TATTOO & PIERCING VENDORS

All tattoo & piercing vendors providing services to our attendees must tell us on your application and must comply with all California State laws in regards to the tattooing & piercing of minors. Any vendor found not complying with these laws will be closed down.

UNSUITABLE ITEMS

The Hayfork-N-You Rally Committee reserves the right to and at its sole discretion cause any vendor or vendors to cease to sell or attempt to sell any item or items that in the opinion of the Rally Board of Directors appears to be offensive to the General Public or items illegal for sale in the state of California.

PLEASE NOTE THE FOLLOWING IMPORTANT DATE:

June 1, 2010

Deadline for all fees to be paid and applications, including certificate of insurance be submitted. Additional time must be approved by contacting Hayfork-N-You at 530-242-1970.

VENDOR SETUP

All Vendors must set up on THURSDAY, JUNE 17, 2010 BY 8 PM. There will be no extra charge Thursday for set up. Vendors must be completely vacated by 6:00 pm on Sunday, July 20.

INSURANCE

Certificate of Insurance must be submitted with this application OR a \$30 per day insurance fee is to be paid to the Hayfork-N-You Rally Office on Thursday, June 17. All vendors must provide insurance when renting buildings or areas at the Trinity County Fairgrounds. Insurance can be purchased through Hayfork-N-You Motorcycle Rally and Trinity County Fair, or if you are already insured then a copy of your insurance certificate listing Hayfork-N-You Motorcycle Rally and Trinity County Fair Association as additional insured is required and must be \$1,000,000.00 liability.

The following wording MUST appear as written on insurance certificates provided:

ADDITIONAL INSURED - That the State of California, Trinity County Fair Association, the County of Trinity and Hayfork-N-You Motorcycle Rally, their agents, directors, officers, servants and employees are made additional insured, but only insofar as the operations under this contract are concerned.

HOLD HARMLESS

Vendors agree to indemnify and hold harmless the Hayfork-N-You Rally committee, its officers, agents and employees from any and all claims, causes of action and suits occurring or resulting from any damage, injury or loss to any person or persons, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of, or in anyway connected with the exercise by the vendor of the privileges herein granted.

LIABILITY AND SECURITY

The Hayfork-N-You Rally Committee, its Board of Directors and its staff will not be responsible for losses of any kind, whether by fire, theft, physical violence, elements of nature or any other cause, however originating. The Rally will provide minimal security for the three-day event; however, participants are responsible for their own merchandise and equipment, its protection and insurance.

ADDITIONAL TERMS AND CONDITIONS:

1. No drug paraphernalia to be displayed or sold.
2. No firearms to be displayed or sold.
3. Nothing containing alcohol to be displayed or sold.
4. All pepper sprays are to be in sealed packages Vendors Permit & County Health Dept. permit.
5. No drinking of alcohol in your booth (if applicable).
6. If its illegal you cannot sell it.
7. All subletting subject to permit and fee requirement.

TERMS AND CONDITIONS LISTED ABOVE WILL BE STRICTLY ENFORCED

I agree to the terms of this application inclusive of all other information attached. I understand and agree to the terms and conditions listed above. I agree to set up and maintain my booth in a professional manner.

I understand and agree to the following:

- a. \$100.00 of fee is a non-refundable processing fee.
- b. There will be no refund for no-shows or cancellations.
- c. No refunds will be allowed for a rain out.

PRINT NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

PHONE with Area Code _____

WAIVER OF LIABILITY, RELEASE OF ALL CLAIMS AND AGREEMENT TO INDEMNIFY

PARTICIPANT acknowledges and understands that PARTICIPANT, by participating in and being involved with the HAYFORK-N-YOU RALLY, including all associated activities, does so at PARTICIPANT'S own risk and assumes the risk thereby. Further, all persons associated with the organization, promotion and operation of the HAYFORK-N-YOU RALLY shall to be liable for, and PARTICIPANT hereby expressly waives, any such claim of liability for personal injury, bodily injury, death or related damages which PARTICIPANT, including any guests or invitee of PARTICIPANT, may sustain by PARTICIPANT'S involvement, participation in, or proximity to the HAYFORK-N-YOU RALLY, and all of its associated activities, including the loss, theft, damage to or destruction of personal property, including loss of use, owned by or in the possession of PARTICIPANT or PARTICIPANT'S guests or invitees. By executing this Agreement/Application, PARTICIPANT, including PARTICIPANT'S guests and invitees, intent to completely release and discharge from any duty whatsoever all organizers, promoters and operators of the HAYFORK-N-YOU RALLY for any such claims PARTICIPANT or any guest or invitee of PARTICIPANT has resulting from the conduct, including the act or failure to act, of any such organizer, promoter or operator pertaining to the HAYFORK-N-YOU RALLY, including all associated activities.

(Initials)

PARTICIPANT is fully aware that there may be inherent risks and dangers in certain activities associated with the HAYFORK-N-YOU RALLY, including but not limited to bike games, camping, RV parking, poker run, wet Ts, mud wrestling, live music, operation of motorcycles and associated activities. PARTICIPANT, including PARTICIPANT'S guests and invitees, are voluntarily participating in these activities with the knowledge of the potential danger involved and hereby agrees to accept and assume any and all risks of bodily injury, personal injury, death or related damages, including the loss, theft, damage to or destruction of personal property, including loss of use, and hereby verifies that PARTICIPANT has read and understands this statement by executing this Agreement/Application.

(initials)

PARTICIPANT further agrees, in consideration of the privilege of participating in the HAYFORK-N-YOU RALLY and associated activities, to defend and indemnify HAYFORK-N-YOU RALLY, including its organizers, promoters and operators, and further agrees to hold said persons harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to or death of, any person, and for any injury, for any theft, injury or damage to or destruction of personal property resulting from any and all negligent acts or omissions, including but not limited to those of the organizers, promoters and operators or HAYFORK-N-YOU RALLY even though said person's liability to any third person arises out of said person's own negligence, including that of its principals, agents, employees or representatives.

(initials)

By executing this Agreement/Application, PARTICIPANT acknowledges that he or she is giving up any right to sue the organizers, promoters or operators of HAYFORK-N-YOU RALLY, or to otherwise make any claim against them for any personal injury, bodily injury, death or loss, theft damage to or destruction of personal property resulting from any activity associated with the HAYFORK-N-YOU RALLY and has read the above Agreement/Application and fully understands its contents as a legally binding release of liability and discharge of any duty owed by the organizers, promoters or operators of the HAYFORK-N-YOU RALLY to PARTICIPANT from any and all claims for damages as described above, and that PARTICIPANT'S execution of this Agreement/Application is an express assumption of risk by PARTICIPANT. PARTICIPANT is signing this document freely, voluntarily and without any reservation.

Dated: _____

PARTICIPANT'S SIGNATURE

PARTICIPANT'S Printed Name