



WING'D RIDER RALLY 2023 Vendor Application & Contract



WRider Rally Event Dates: June 29 - July 02 2023

APPLICATION DEADLINE: April 30, 2023

FULL PAYMENT DUE WITH COMPLETED APPLICATION

"Vendor" Name:

Fed Tax ID or SSN

Address

City

State

Zip

Contact

Phone

Mobile

Fax

Email **REQUIRED**

SIGNED:

PRINT NAME:

Vendor hereby agrees to all terms and conditions of pages 1 & 2 of application and contract.

Application for vendor space is subject to acceptance by Wing'd Rider & Niehaus Cycles.

Space Request

Indicate your selection below. Prices includes SALES TAX on your space.

Expo Vendor Lot ☐ 10x10 \$350

☐ 10x20 \$700

☐ 10x30 \$950

Trailers/Open

Indicate your selection below. Trailers up to 60' ONLY (includes tailgate). Prices includes SALES TAX on your space.

Display ☐ 20x30 \$2,000

☐ 20x40 \$2,500

☐ 20x50 \$3,000

☐ 20x60 \$3,300

SEMI's Cost includes total vehicle footprint including tailgate and awning.

☐ 20x90 \$4,500

Load In & Out Info

LOAD IN

General 06/27 & 06/28

Trucks/Trailers 06/26 & 06/27

Show Hours 9AM - 6PM

Tear Down 07/02 @ 4PM

Booth
Location:

TEAR DOWN/
LOAD OUT

4PM Sunday July 02, . All Rigs and Displays must be off the lot by Midnight on Monday July 03, 2023

Items listed below must be received by: April 30, 2023

- 1 Completed & Signed Application. Application must include contact person's email address.
- 2 Payment in Full, Checks payable to: Lazzeroni Inc. (NOTE: A \$45 handling assessed for all N.S.F checks.)
Pay by C/card# _____ Exp _____ Sec Code _____.
- 3 Certificate of Insurance naming all 3 of insureds names (see back page) Niehaus Cycles Inc, Lazzeroni Inc, Wing'd Rider Rally as additional insured (includes set-up and tear down dates).
- 4 Federal Tax ID or Social Security Number

MAIL COMPLETED
FORMS &
PAYMENT TO:

Lazzeroni Inc/WRRally
1415 S Cherry Ave Tucson AZ 85713

MOBILE:

txt 520-444-5337

EMAIL:

JMJOHN@WINGDRIDER.COM

Page2, Niehaus Cycles Inc-Lazzeroni Inc - Wing'd Rider Rally, Vendor Application & Contract

INSURANCE. Vendor shall obtain and keep in full force and effect during the Term, at its own cost and expense, to protect **Niehaus Cycles Inc, Lazzeroni Inc, Wing'd Rider Rally** (individually and collectively, "Landlord") who shall each be named as additional insureds in an insurance policy which contains: (a) general comprehensive public liability insurance to afford protection against any and all claims for personal injury, death, or property damage occurring in, upon, adjacent to, or connected with the property known as Niehaus Cycles Inc and the common areas of all Niehaus Cycles Inc property, in an amount of not less than \$1,000,000.00 (One Million Dollars) for injury or death arising out of any one occurrence, and \$1,000,000.00 (One Million Dollars) for damage to property in respect of one occurrence; and (b) insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of fire insurance policies with extended coverage, to Vendor's property for the full insurable value thereof. All such insurance shall be written in form and substance reasonably satisfactory to Landlord by an insurance company licensed to do business in the State of Illinois. Prior to Vendor setting-up on site, the original insurance policies or appropriate endorsements shall be deposited with John Lazzeroni.

INDEMNITY/HOLD HARMLESS/ASSUMPTION OF RISK. Vendor will indemnify and save harmless Niehaus Cycles Inc, Lazzeroni Inc, Wing'd Rider Rally (individually and collectively, "Landlord") who shall each be named as additional insureds from and against any and all liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims, and judgments (to the extent that the same are not paid out of the proceeds of any policy of insurance furnished by Vendor to Landlord) hereof arising from injury or claim of injury, during the Term of this agreement (or at any time) to any person (including third parties) or property of any and every nature, and from any matter or thing, growing out of the occupation, possession, use, management, improvement, construction, alteration, repair, maintenance, or control of the Premises, the facilities and equipment thereon, the streets, sidewalks, vaults, curbs, and gutters adjoining the Premises, the appurtenances to the Premises, or the franchises and privileges connected therewith, or arising out of Vendor's acts or Vendor's failure to perform, fully and promptly, or Vendor's postponement of compliance with, each and every term, covenant, condition, and agreement herein provided to be performed by Vendor. Vendor, at Vendor's own cost and expense, will defend by counsel of Vendor's and Landlord's choosing any and all suits that may be brought and claims which may be made, against Landlord, or in which Landlord may be implicated with others, whether Landlord and Protected Parties shall be liable or not, upon any such above-mentioned liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims, and judgments and Vendor shall satisfy, pay, and discharge any and all judgments that may be recovered against Landlord in any such action or actions in which Landlord and Protected Parties may be a party defendant, or that may be filed against the Premises, or the Improvements thereon, or the appurtenances, or any interest therein, and in the event of the failure of Vendor to pay the sum or sums for which Landlord shall become liable as aforesaid, then Landlord or Protected Parties may pay such sum or sums, with all interest and charges which may have accrued thereon, and the amount so paid by Landlord and Protected Parties shall be payable by Vendor to Landlord and Protected Parties upon demand. Vendor shall assume the risk of and loss, claim or damage to person and property from theft, damage by fire, or any other cause, including the negligence and gross negligence of any entity.

HAZARDOUS MATERIAL. The Vendor shall keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of, any federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions (Hazardous Materials Laws) on, under, about, or affecting the Premises. The Vendor shall not use, generate, manufacture, store, or dispose of on, under or about the Premises or transport to or from the Premises any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to hereinafter as Hazardous Materials). The Vendor shall be solely responsible for, and shall indemnify and hold harmless the Landlord, its directors, officers, employees, agents, successors, and assigns (and Protected Parties) from and against, any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to Vendor's violation of this provision.

OTHER TERMS.

Niehaus Cycles Inc Lazzeroni Inc, Wing'd Rider Rally will supply Vendor parking passes in addition to security on-site for after display hours only.

Vendor agrees to collect applicable Illinois state and local taxes and deposit with proper agencies and shall indemnify, defend and hold Landlord harmless for any claim for unpaid taxes or other violation in regard to taxes.

Vendor shall not conduct in any raffle activities or motorcycle giveaway on the premises.

At its discretion, Niehaus Cycles Inc, Lazzeroni Inc, Wing'd Rider Rally reserves the right to prohibit the sale and/or display of products it considers unsuitable or in poor taste.

Vendor spaces are an exclusive right, granted by Niehaus Cycles Inc, Lazzeroni Inc, Wing'd Rider Rally (and may not be split, shared, or sublet.

Once Vendor is approved, Vendor's payment will not be refunded.

No animals of any kind will be allowed on the Niehaus Cycles Inc property. Vendor shall NOT conduct any raffle or motorcycle giveaway of any kind.

Failure to comply with any term of this Agreement, the rules of the Landlord, or any directive of Landlord could result in ejection from the event and retraction of future contracts.

All tractor-trailers or trailers must be in place on the lot no later than **NOON June 27** No vendor will be allowed to leave or tear down their **display before 4PM July 02/2023**

In the event any action is brought to enforce the terms of this vendor application and contract, the action shall be brought in the state court of Illinois, with Illinois law to apply. Each party hereto consents to the jurisdiction of the State of Illinois which may be effective when a summons and complaint is sent by certified mail, return receipt requested to the party. The prevailing party to any action shall be awarded reasonable attorney's fees and costs determined by the court. In the event the court finds any provision of this agreement unenforceable, the court will give effect to all other provisions.