



# 2012 Vendor Registration Form

Company/Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Payment Method:  Check Enclosed

Product Description/Services: **(Required)** \_\_\_\_\_

- Electrical:**
- (1) One 110v 30 amp power supply included for booth sizes 100-400 sq. feet.
  - (2) Two 110v 30 amp power supply included for booth sizes 500-1,000 sq. feet.
  - (3) Three 110v 30 amp power supply included for booth sizes >1,000 sq. feet.

Additional electrical requirements are between the onsite electrical contractor and vendor.  
Payment must be made directly to the contractor.

Please indicate additional electrical needs: \_\_\_\_\_

**Set Up:** Wednesday, July 18, 2012 between 7:30 a.m. and 5 p.m. and Thursday, July 19, 2012 between 7:30 a.m. and noon. **Vendors must be set up by noon on Thursday, July 19, 2012.**

**Vendor space must be cleared by Sunday, July 22, 2012.**

***Please note: Security deposit will only be refunded if water barrels are returned to spot of origin and garbage and debris are properly disposed. This deposit is in addition to booth space rent. Any perceived infringement on the Roar on the Shore® trademark will not be tolerated and could result in expulsion from the Rally. Any merchandise that is perceived to be inappropriate or vulgar by the Roar on the Shore® staff will not be tolerated and could result in expulsion from the Rally.***

## Booth Spaces Available:

### Please check

- 100 sq. ft. (10 x 10) ..... \$ 400
- 200 sq. ft. (20 x 10) ..... \$ 500
- 300 sq. ft. (30 x 10) ..... \$ 600
- 400 sq. ft. (40 x 10) ..... \$ 700
- 500 sq. ft. (50 x 10) ..... \$ 800
- 400 sq. ft. (20 x 20) ..... \$ 700
- 600 sq. ft. (30 x 20) ..... \$ 900
- 800 sq. ft. (40 x 20) ..... \$1,100
- 900 sq. ft. (30 x 30) ..... \$1,200
- 1,000 sq. ft. (50 x 20) ..... \$1,300
- 1,200 sq. ft. (40 x 30) ..... \$1,500
- 1,200 sq. ft. (60 x 20) ..... \$1,500

**Security Deposit**                    **\$100 Due immediately**  
*Check made payable to Roar on the Shore. Return subject to vendor space inspection.*

**City of Erie License Fee**            **\$100 Due immediately**  
*Check made payable to The City of Erie. City of Erie paperwork must accompany fee.*

**Final invoice will be mailed May 1, 2012 and must be paid in full by May 30, 2012.**

**For spaces over 1,200 sq. ft. call 814/833-3200 or 800/815-2660.**

*\*Please retain a copy for your records. Mail completed form to:*

**Roar on the Shore • 2171 West 38th Street • Erie, Pa. 16508**

# Terms/Conditions:

I/We hereby agree to abide by the following terms and conditions:

1. **Term of this Agreement:** Term of this Agreement: This Agreement runs from 8 a.m. Wednesday July 18, 2012 until 6 p.m. Sunday July 22, 2012.
2. **Insurance and Hold Harmless Provision:** Vendor/exhibitor agrees to hold harmless and indemnify The Roar on the Shore, Inc. and its officers, directors, employees, agents, representatives and assignees, as well as the City of Erie, from and against any or all liabilities or claims against The Roar on the Shore, Inc. (hereinafter ROTS) and/or the City of Erie that may arise out of or result from or relate to any act or failure to act or any negligent act or gross or willful misconduct by Vendor/Exhibitor during the Term of this Agreement. Further, Vendor/Exhibitor shall carry liability insurance in a form and issued by a company satisfactory to ROTS, which shall name ROTS and the City of Erie as additional insureds and certificate holders for the period of the Vendor's/Exhibitor's operation at ROTS. Coverage shall be a minimum of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) general aggregate. A copy of the certificate of insurance must be provided to ROTS and on file prior to Vendor/Exhibitor being allowed to set up to operate.
3. **Product Restrictions/List of Products Allowed to be Sold:** The sale and/or display of merchandise bearing the words "Roar on the Shore", "ROTS", "R.O.T.S." as well as any other variation of these trademarks specific to this event is strictly prohibited. Merchandise designed to be sold as official event merchandise or that has this effect will not be permitted. Any Vendor/Exhibitor found selling merchandise that infringes on these trademarks will be subject to legal recourse and immediate termination of this agreement. There are no exclusives on any product or service unless sanctioned in writing by ROTS. ROTS reserves the right to inspect, approve, reject or otherwise control the display, promotion, and sale of products or services. Illegal drugs and drug paraphernalia, weapons, any item prohibited by law, merchandise of a racial nature, obscenities or products of an offensive nature of any kind, trademark or copyright infringements of any company, will not be permitted. Any products or services rejected by ROTS must be immediately removed from the venue. Please accurately list all items and product lines to be sold, displayed or promoted (attach an additional sheet if necessary). Upon contract approval Vendor/Exhibitor will be allowed to sell and display ONLY the products and items listed.
4. **Signage/Advertising:** Vendor/Exhibitor may only display signage with its own business name. No vending space shall display any signage reading "Official Rally Merchandise," "Rally Merchandise," "Roar on the Shore Merchandise," "Event Tees" or any similar language advertising the sale of event merchandise. No signage may be displayed bearing the words "Roar on the Shore," "ROTS," "R.O.T.S." or any other variation of "Roar on the Shore" in any location without the express written permission and licensing by ROTS. No Vendor/Exhibitor shall without prior written permission by ROTS advertise, promote, distribute, or allow to be distributed any literature, promotional materials, or display any signage from any company other than its own business. Vendor/Exhibitor will be allowed to distribute its own promotional and marketing materials from its space.
5. **Additional Obligations of the Vendor/Exhibitor:**
  - a. Vendor/Exhibitor will abide by all sponsorship and pricing requirements of ROTS.
  - b. Vendor/Exhibitor will not conduct any raffle or activity characterized under Pennsylvania law as a "small game of chance."
  - c. Vendor/Exhibitor will not begin breakdown or leave venue site before midnight Saturday, July 21, 2012 without ROTS prior written permission.
  - d. Vendor/Exhibitor will adhere to the following hours of operation – noon to 10 p.m. from Thursday, July 19, 2012 to Saturday, July 21, 2012. All Vendors/Exhibitors are expected to be operating during these times but also are free to operate longer hours if they desire.
6. **Legal Compliance and Taxes:** Vendor/Exhibitor agrees to comply with all laws, licensing, permits and health department regulations. Vendors/Exhibitors are solely responsible for payment of any and all sales taxes due as a result of sales made during this event.
7. **Security:** Vendor/Exhibitor is responsible to secure his own property and ensure it is properly stored daily. ROTS is not responsible for damages for losses by fire, theft or any other cause. Overnight security will maintain the overall site security when venues are closed.
8. **Site Maintenance:** Vendor/Exhibitor shall keep the area around its rented space free of trash, litter, and any other object capable of causing injury. All trash and debris must be removed from site before Vendor/Exhibitor departs. Any costs incurred by ROTS to repair or clean up your area will be billed to the Vendor/Exhibitor. Vendor/Exhibitor accepts responsibility and agrees to leave vending site in good condition and repair.
9. **Fire Extinguisher:** Vendor/Exhibitor shall keep at least one working fire extinguisher in plain view at their space.
10. **Scope of Rental:** This is a rental of space only. ROTS will NOT provide tables or chairs. Vendor/Exhibitors acknowledge that its display will be outdoors and vendor/exhibitors need to provide its own means to protect their property from the elements. Vendor/Exhibitor location will be determined by ROTS. Vendor acknowledges that electric service is limited to that which currently exists. ROTS makes no warranties that electrical service will be sufficient to cover needs of the Vendor/Exhibitor.

11. **Non-exclusivity of Space:** ROTS does not grant exclusivity to any Vendor/Exhibitor.
12. **Entire Agreement and No Oral Modifications:** This Agreement constitutes the entire understanding of the Vendor/Exhibitor and no changes, amendments, waivers or alterations hereto shall be effective unless signed by both Vendor/Exhibitor and ROTS. This Agreement may be amended or modified only by written agreement signed on behalf of the parties.
13. **Assignment, Subletting and Sharing of Rental Space:** Neither party may assign this Agreement or any part thereof without the written consent of the other. Subletting and sharing of rental space is prohibited.
14. **Severability:** In the event that any portion of this Agreement conflicts with the law under which this Agreement is to be construed, or if any such provision is held invalid or overly broad, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. If it is not possible to restate the provision in a valid and legal manner, then the invalid, illegal or overly broad portion shall be deleted from this Agreement and the remaining parts, terms and provisions shall remain in full force and effect.
15. **Relationship of the Parties:** None of the provisions of this Agreement are intended to create nor shall be deemed to create any relationship between the parties hereto other than that of vendor/exhibitor and lessee.
16. **Governing Law:** The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
17. **Dispute Resolution:** Any controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof that cannot be settled through negotiation will be submitted to the American Arbitration Association (AAA) for resolution under AAA's Commercial Rules, and judgment on the award rendered by the Arbitrator may be entered in any court of competent jurisdiction. Said arbitration shall be conducted in Erie, Pennsylvania.
18. **Termination of Agreement:** ROTS reserves the right to terminate this Agreement at anytime without prior notice if any portion of this Agreement is not completely fulfilled or a violation of any ROTS policy occurs. Specific ROTS policies related to this Agreement includes, but is not limited to the following:
  - a. **Conduct:** The Vendor/Exhibitor as well as all employees and agents are expected to conduct themselves in a professional manner and to avoid any activities that reflect poorly upon ROTS and Roar on the Shore®, its sponsors or other vendors/exhibitors. Activities specifically not allowed are lewd behavior or encouraging lewd behavior, foul or offensive language, nudity or encouraging nudity.
  - b. Serving any alcoholic beverages.
  - c. Any drug use, intoxication or any other illegal activity by Vendor/Exhibitor or their agents or employees.
  - d. Violation of any terms of this contract, any laws or ordinances, fire department regulations or codes, or health department mandates.

ROTS reserves the right to inspect the Vendor/Exhibitor at any time including set up. Any violation of any terms and conditions will subject Vendor/Exhibitor to cancellation of this Agreement and forfeiture of any money paid to ROTS. Upon notice and at the discretion of ROTS will have the right to, among other things;

1. Request Vendor/Exhibitor immediately vacate contracted space voluntarily.
2. Take possession of space and removal of all Vendor's/Exhibitor's property and employees from the venue; Vendor/Exhibitor will be responsible for any expenses incurred in such removal.

**Disclaimer**

In the event that the event must be canceled or rescheduled due to circumstances beyond the control of ROTS, Vendor/Exhibitor fees will be applied to an alternative date as determined by ROTS. No refunds of any kind will be made under these circumstances.

I have read and will comply with these terms and conditions and all applicable laws. I hereby release, waive and forever discharge ROTS, its agents, subcontractors, employees, volunteers, sponsors and advertisers from any and all liability (whether loss due to theft, damage, injury to your person or property, or resulting in your death, whether caused by the negligence of the releases or otherwise while the undersigned is in or upon any venue area for any purpose, acts of God or other). ROTS in no way guarantees any return or profit from this event.

Note: With my signature I acknowledge that this form is an express Agreement that I fully understand and will abide by all the rules and conditions set forth.

Parties agree to this Agreement.

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

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

**CITY OF ERIE**  
**2012 ROAR ON THE SHORE**  
**LICENSING PERMIT APPLICATION**  
**ARTICLE 313 - SIDEWALK VENDORS**

VALID FOR 1 CALENDAR YEAR (JANUARY 1 – DECEMBER 31)

*\* PLEASE NOTE: Failure to answer all questions below may result in immediate denial of application.  
Copy of insurance must be on file ( please attach)*

FEE: \$100.00 DATE: \_\_\_\_\_

TYPE OF MERCHANDISE: \_\_\_\_\_

YOUR NAME: \_\_\_\_\_ PHONE#: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
DATE OF BIRTH: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_

EMPLOYER NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
LENGTH OF EMPLOYMENT \_\_\_\_\_ YEARS \_\_\_\_\_ MONTHS

DESIRED LENGTH OF PERMIT: 2012 SEASON (ROAR ON THE SHORE)

VEHICLE MAKE: \_\_\_\_\_ MODEL & YEAR \_\_\_\_\_  
VEHICLE PLATE #: \_\_\_\_\_ DRIVERS LICENSE #: \_\_\_\_\_

HAVE YOU EVER BEEN CONVICTED OF ANY CRIME, MISDEMEANOR OR VIOLATION OF ANY MUNICIPAL ORDINANCE?  
\_\_\_\_\_ NO \_\_\_\_\_ YES NATURE OF CONVICTION : \_\_\_\_\_  
(Attach additional sheet, if needed)

HAVE YOU ATTENDED "THE ROAR ON THE SHORE" AS A VENDOR IN PREVIOUS YEARS?  
YES \_\_\_\_\_ NO \_\_\_\_\_ IF YES, PLEASE LIST YEARS ATTENDED \_\_\_\_\_

REMARKS: \_\_\_\_\_

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
LICENSING OFFICER

\_\_\_\_\_  
CHIEF OF POLICE

\_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS,  
PROPERTY & PARKS

**PLEASE SEND SIGNED APPLICATION AND FEE TO:**  
**CITY OF ERIE**  
**626 STATE STREET, ROOM 507**  
**ERIE, PA 16501**  
**FOR QUESTION PLEASE CONTACT DAVE ROCCO AT 870-1253**