



2023 Moto Beach Classic Vendor Terms & Conditions

The Moto Beach Classic is being held in Huntington Beach off of Pacific Coast Hwy, Huntington Beach, CA 92649, commonly known as Huntington State Beach (the "Property") on October 14, 2023. Roland Sands Design (RSD) and Roll and Company, Inc. are producing The Moto Beach Classic.

Vendor desires to provide product sales and display services to RSD in connection with an event to be held at the Property, and RSD desires to engage Vendor to provide said services, all upon the terms and conditions hereinafter set forth.

Vendor agree as follows:

Vendor shall be provided access to market and sell merchandise at the Property for The Moto Beach Classic held on October 14, 2023 from 10am to 6:30pm. Vendor shall be responsible for all costs in connection with the Services. In addition, the parties hereto agree that it is Vendor's responsibility to provide all staffing, furnishings and equipment in connection with the Services for the Event. Vendor will be solely responsible for employing and paying all staff who are involved in performing the Services to, from and during the Event. Vendor shall be responsible for complying with all applicable laws in connection with providing the Services at the Event.

In consideration of providing Vendor access to the Event, Services, Vendor shall pay RSD the agreed upon amount on the Registration Form.

At least one (1) week prior to the Event, Vendor shall deliver evidence of its current and valid commercial general liability insurance, workers' compensation insurance, together with employer's liability coverage, automobile insurance, and any other coverage reasonably requested with minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate General Liability limits, \$1,000,000 Auto Liability, and \$1,000,000 for Employers Liability. Such policies shall name Roll and Company, Inc. and Roland Sands Design Inc. as an additional insured. RSD may require Vendor to increase the amount of any such coverage if, in RSD opinion, the amount of such coverage is no longer equal to prevailing standards.

Vendor shall indemnify, defend and hold harmless Roll and Company, Inc., Roland Sands Design, Sea Legs, Bolsa Chica State Beach, Huntington State Beach, and its landlord, members, officers, directors, parent, agents and employees from and against any claims, losses, damages, expenses, including, without limitation, reasonable attorney's fees and costs, or liabilities arising out of or in any way connected with this Agreement, including, without limitation, claims, damages, expenses, or liabilities for loss, damage or remedial (cleanup) activities to any property, or for death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, or liabilities arise from: (i) the performance of Vendor's obligations under this Agreement, (ii) the negligence or intentional acts or omissions of Vendor, its agents, contractors or employees, including, but not limited to the sale and service of alcohol during the Event (as applicable); or (iii) the use by Vendor of any illegal, hazardous or toxic materials or substances on or near the Property.

Unless otherwise specified in the description of the Services in Section 1, nothing herein is intended nor shall be construed as creating any exclusive arrangement between Vendor and RSD. This Agreement shall not restrict RSD from acquiring similar, equal or like goods and/or services from other entities or sources for the Event. Vendor may not assign or otherwise transfer its obligations or interest under this Agreement.

Vendor represents that in connection with the Services to be performed hereunder, Vendor is (i) actively maintaining all required licenses and permits required to perform the Services; (ii) owns or otherwise has the legal right to sell the items to be sold at the Event and (iii) is in compliance with all applicable laws and regulations. Vendor agrees not to promote or sell illegal substances, drugs, drug paraphernalia or weapons and if in violation the organizer reserves the right to immediately terminate the vendors participation in the event without refund or compensation.

RSD (and its partners, shareholders or members) shall not be liable to Vendor (or any person or entity claiming by, through or under Vendor) for any direct or consequential, damages therefor (including, without limitation, damages for interruption or loss of business or income or profits) in connection with the Services.

Vendor must obtain written approval from RSD for the use or resale of any photographs or film footage taken of the Property during the Event. Vendor acknowledges and agrees that the images and artwork published by RSD are subject to copyright protection and should not be copied or reproduced, in any form, and that any such action without RSD's written approval would be a violation of copyright law.

Vendor Signature _____

Vendor Name/Date _____