



# **CENTRAL MOTORCYCLE ROADRACING ASSOCIATION**

## **2018 VENDOR AGREEMENT**

This Agreement is made as of \_\_\_\_\_, 2018 by and between **CENTRAL MOTORCYCLE ROADRACING ASSOCIATION** ("CMRA") and the vendor who is a signatory to this Agreement ("Vendor").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor hereby agrees with CMRA as follows:

1. At all times that Vendor is displaying, selling, advertising or marketing products of any kind at any roadracing venue leased by CMRA, Vendor shall abide by and be bound by the terms and conditions of CMRA's Product Vendor's Policy attached hereto and made a part hereof for all purposes (the "Vendor's Policy").
2. CMRA may immediately terminate this Agreement and remove Vendor from the premises if CMRA, in its sole discretion, determines that Vendor fails to comply with the Vendor's Policy or any other rules or standards of reasonable behavior.
3. VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CMRA AND ITS OFFICERS, EMPLOYEES, MEMBERS, REPRESENTATIVES AND AGENTS FROM AND AGAINST, AND PROMPTLY REIMBURSE CMRA FOR, ANY AND ALL LOSSES, EXPENSES, JUDGMENTS, STIPULATIONS, PENALTIES, DAMAGES, DEFICIENCIES, LIABILITIES AND OBLIGATIONS, INCLUDING, WITHOUT LIMITATION, SETTLEMENT COSTS, COSTS OF INVESTIGATION, PROSECUTION OR DEFENSE COSTS AND ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) ANY ACT OR OMISSION BY VENDOR OR ANY OF ITS OWNERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES IN CONNECTIONS WITH VENDOR'S DISPLAY, SALE, ADVERTISING OR MARKETING OF ANY PRODUCT OR SERVICE ON ANY PREMISES LEASED BY CMRA, (B) ANY BREACH OR VIOLATION OF THE VENDOR'S POLICY OR THIS AGREEMENT, OR (C) ANY VIOLATION OF ANY LAW, REGULATION OR COURT ORDER BY VENDOR OR ANY OF ITS OWNERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES.
4. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Texas, excluding its conflict of law's provisions. The parties agree that all controversies that may arise between Vendor and CMRA concerning any transaction or the construction, performance or breach of this Agreement shall be determined by arbitration. Any arbitration under this Agreement shall be conducted before an arbitration panel of the American Arbitration Association and shall be conducted in the State of Texas.
5. The parties hereto are independent contractors and Vendor is not an agent or representative of CMRA. Neither party shall have the right or power to enter into any agreement or commitment in the name or on behalf of nor otherwise shall to obligate or bind the other and neither of them holds itself out as having any authority to do so. It is understood that this Agreement does not give CMRA the power or the right to control the material details of the work Vendor performs in connection with this Agreement and Vendor has the sole and exclusive power and right to control the details of Vendor's work.

Owner's Initials and date \_\_\_\_\_

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**CENTRAL MOTORCYCLE ROADRACING ASSOCIATION**

**IN WITNESS WHEREOF**, this Agreement has been duly executed and delivered by the duly authorized representatives of the parties herein as of the day and year first above written.

**CENTRAL MOTORCYCLE ROADRACING ASSOCIATION**

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

Nancy Selleck – CMRA Administrator

**Vendor:** \_\_\_\_\_

\_\_\_\_\_  
(Company/Vendor Name, Address, Phone Number & email address)

**List Product(s) and/or Service(s)** \_\_\_\_\_

**Owner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Owner's Name & Title:** \_\_\_\_\_



**CMRA PRODUCT VENDOR'S POLICY**

The Central Motorcycle Roadracing Association (CMRA) recognizes that as the Lessee of various roadracing venues, it has the responsibility of establishing policies and procedures for those product vendors and merchandise marketers who wish to operate at CMRA sponsored events. Therefore the Board of Directors (BOD) may from time to time establish such policies and procedures stipulating rules of conduct, appropriateness of merchandise, resolution of conflict between vendors, vendor fees and any other such matters as the BOD thinks is prudent. These policies may include a requirement that each vendor applying for permission to operate at a CMRA event, be required to sign an Agreement whereby said vendor acknowledges the CMRA's Product Vendor's Policy and affirms these rules will be followed. Failure to do so will result in the possible expulsion of such non-conforming vendor from the leased premises or other such action as shall be determined by the BOD.

Every party that desires to enter into the premises under lease by the CMRA, with intention of displaying, selling, advertising or marketing products of any kind, shall be required to enter into a written Agreement with the CMRA that stipulates the policies, procedures and indemnification that the CMRA requires from each Vendor seeking permission to operate on said leased premises.

The CMRA, at its sole discretion, shall have the right to determine whether a Vendor's proposal to display, sell, and advertise or otherwise market a given product is consistent with the CMRA's standards of appearance, quality, or appropriateness.

The CMRA may apply a Vendor's fee at its sole discretion.

All Vendors shall be required to locate their trackside operations in the area determined by the CMRA.

The CMRA may make decisions at its own discretion as to whether a Vendor's proposal to market products shall be accepted.

All Vendors will be required to comply with any rules or fee policy established by the Leaser of the CMRA's leased premises.

The CMRA reserves the right to remove any Vendor from the leased premises if the CMRA, in its sole discretion, determines that said Vendor fails to comply with any CMRA rules or standards of reasonable behavior.

**All Vendors must sign the Liability Waiver form and pay the weekend gate fee upon arrival at the track. No exceptions.**

**Vendors are permitted up two employees/workers who may be allowed early admittance into the track. The list of names will appear on the Gate List, but must be provided to the CMRA office prior to Vendor's arrival at the track.**

Owner's Initials and date \_\_\_\_\_