

29 MAY – 1 JUNE 2019
AUBURN SPRING

RM Auctions, Inc.
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RM Auctions, Inc.'s ("RM") Auburn Fall Auction is a premier public special event to be held May 29 – June 1, 2019 at the Auburn Auction Park. The event will include a variety of automotive entertainment and auction activities, commercial and food vendors targeted at the adult market ages 25-65. RM makes no warranties or guarantees; either expressed or implied as to the volume of business that the Vendor may generate. RM is not responsible for any losses or damages resulting from the cancellation of the Auction in accordance with the Cancellation of Auction clause outlined in the Food Vendor Rules, Regulations, & Agreement (hereinafter the "Agreement"). The Vendor is required to fill in the missing data below before submitting.

Contact Person (Print Name)		Business Name/DBA	
Address		City	State, Zip
Business / Home Phone		Cell	Fax
Email		Website	

The Agreement must be completed and submitted to RM by **April 8, 2019** to secure the Vendor's participation. A twenty-five percent (25%) deposit is due by April 8, 2019 and the remainder of the balance is due by April 22, 2019. Before submitting to RM, the Vendor is to include menu & pricing and complete options 1 - 7 below.

Price Per Linear Foot _____	\$
Entire amount of front linear foot needed to sell out of _____	
Supply Truck Parking \$40 (per supply/storage truck)	\$
Supply Truck/Sleepers \$75	\$
RV Camping (parking lot or in booth space) \$100	\$
Water \$30 with fountain pop \$50	\$
Electric Amps Needed QTY: _____	\$2 per amp (\$20 min) Total \$
Subtotal	\$
Twenty-Five Percent (25%) due by April 8, 2019	\$
Balance due by April 22, 2019	\$

PAYMENT METHOD Cash / Check / Charge

Check # _____	DL # _____
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Mastercard	Visa	Disc	Amex
Credit Card # _____		Expiration Date: _____	CVV _____
Signature _____		Zip Code: _____	

Food Vendor Rules, Regulations, & Agreement

Check-In and Set-Up: Vendor check-in and set-up is Monday, May 27 from 9:00 a.m. – 5:00 p.m., with full set up complete by the end of the day. Check-in personnel will be located at the west entrance (Gate 9) of the Auburn Auction Park by the Main Office. Banners are optional but must be contained within the booth dimensions.

Daily Restocking: All food needs to be set in the booth by 9:00 a.m. daily as Vendors will not be able to re-enter the grounds after the gates are open to the public. Fire lanes and spectator access areas must be kept clear at all times. All Vendors must stay within the assigned space limits; variances must be pre-approved by RM in writing and signed by an authorized representative of RM. All backspace used for food production must be enclosed within the approved backdrop.

ALL FOOD SERVICE SUPPORT VEHICLES MUST BE OUT OF THE EVENT PERIMETER BY 9:00 A.M. DAILY.

Credential/Parking Information: Parking instructions will be provided at check-in. Please note that storage and employee vehicle space is limited. Vendor parking will be in a special designated lot. **The Vendor is required to specify storage vehicle sizes and submit to RM with this Agreement.** Abuse of credentials will constitute breach of this Agreement and the Vendor will be required to forfeit all fees paid and will be asked to leave the property. Abuse of credentials includes, but not limited to the following actions by the Vendors: allowing individuals other than employees into the Auburn Auction Park, selling passes, or any other actions that may be deemed injurious to the well-being of the auction and the auction activities. **Credential packets will be available upon load in unless picked up early. Quantity of Employee weekend passes needed _____.**

Hours of Operation: Event hours will be from **10:00 a.m. until the last car crosses the auction block.**

Tear Down Rules: The Vendor cannot tear down until the event is over. No vehicles may enter the site and nothing can be removed until the crowd has left and security has approved entry of food service vehicles on Saturday, June 1, 2019.

Electrical power: Electrical service will be provided exclusively through RM; however, all electrical hook ups will require a cam-lok. The electric charge is \$2.00 (USD) per amp with a \$20.00 (USD) minimum fee. **NO GENERATORS WILL BE ALLOWED** without approval of RM.

Space Assignments: Assignments are based on space available, the Vendor needs, electrical requirements, type of food, and potential duplication of food products. The Vendor will be assigned a specific booth location. The Vendor will not be allowed to move to a new location at any time without approval of RM. **Roaming Vendors or "hawking" is not allowed.** The Vendor must agree to occupy the space as assigned and remain open and staffed during event hours. *The Vendor may not sublet or apportion their space to anyone else.* Violations of the provisions in this section are immediate grounds for termination of this Agreement and may lead to dismissal of the Vendor from the Auburn Auction Park grounds.

Menu & Diagram: RM strives to provide quality food, services, and presentation to all participants and spectators at the RM auction. The Vendor's booth must look professional in appearance and be kept clean at all times. RM wishes to have a variety of food items available to the public with minimum duplication. Once the Vendor's menu has been approved by RM, the Vendor will not be able to increase prices or add/substitute any items without prior approval from RM. **THE VENDOR MAY NOT MAKE ANY SUBSTITUTIONS UNLESS CHANGES ARE SUBMITTED IN WRITING TO RM AND ARE APPROVED IN WRITING BY RM PRIOR TO THE EVENT.** **Cooking or Smoke is a great concern and as such, RM must maintain safe procedures to prevent damage to auction vehicles.**

Health Department: The Vendor must follow and abide by the DeKalb County and State of Indiana Health Department requirement guidelines. **Please contact the DeKalb County Board of Health at 260-925-2220 for detailed information.**

Fire & Safety: The Vendor must comply with all pertinent fire codes, laws, ordinances, and regulations for health, fire prevention, and public safety. The Vendor must provide an approved fire extinguisher at their booth for the duration of the event. Fire inspectors will periodically inspect all food booths for fire extinguishers and safety compliance.

Equipment and Rentals: The Vendor is responsible for providing any and all equipment in their booth or fixtures such as tables, chairs, etc.

Trash/Debris Penalty: The Vendor must remove their own trash from their area and properly dispose of recyclable and compostable material in containers provided by RM. The Vendors must leave their area trash-free and in the same condition as when provided. The Vendor will be charged a **\$100.00 (USD) penalty** for any debris or trash left on-site. Photographic evidence will be provided with the penalty invoice.

Sales Tax: The Vendor shall be responsible for all sales tax and any other taxes, licenses, fees, or any other financial liability incurred in connection with the operation of the food concession. These sales taxes and other taxes, licenses, and fees must be paid as required by the state, local, and federal laws and regulations.

Legal Action: This Agreement shall be interpreted pursuant to the laws of the State of Indiana and any legal action pursuant hereto shall be brought in either the DeKalb Circuit Court or DeKalb Superior Court, in the county of DeKalb, State of Indiana.

Sponsorship Contract: Soft drink products and bottled water sold by participating Vendors must be **Pepsi Products**. Sales of products in contravention of this rule shall be immediate grounds for termination of this Agreement, RM charging any incurred costs back to the Vendor, and removal from the Auburn Auction Park.

Alcoholic Policy: Alcohol brought onto RM grounds is prohibited by the Indiana Alcohol & Tobacco Commission. If alcohol is found, the Vendor will be removed from the grounds.

Ice: Ice must be purchased from RM's authorized supplier located on the grounds.

No ATV's, Gators, Rangers, Etc.: No ATV's, gators, rangers, etc. are allowed onto the grounds. **Please contact Dever Golf Cart Rental at 1-800-714-2201 for more information.**

Daily Transaction Sheets: Daily transaction sheets will be submitted to a RM representative at the close of each business day with a cumulative gross sales report. This does not change or affect in any way the individual Vendor's responsibility for taxes or government fees of any type whatsoever. Daily transaction sheets must be turned in before exiting the grounds on Saturday, June 1, 2019.

Cancellation of Auction: RM will use reasonable efforts to avoid cancellation; however, RM has the sole discretion to cancel the auction and will not be liable to the Vendor for any losses or damages resulting from the cancellation if RM believes the following events have occurred or have a reasonable probability of occurring:

- (A) Force Majeure events including, but not limited to:
 - (i) Natural disaster;
 - (ii) Structural damage to auction venue prior to the auction; and
 - (iii) Terrorist event;
- (B) Government/Court action, order, injunction, regulation, or law that necessitates a cancellation;
- (C) RM is served with a lawsuit from a third party;
- (D) RM faces reputational damages for contracting with the Vendor; or
- (E) RM faces liability or losses by contracting with the Vendor.

The Vendor further agrees that it shall, at its sole cost and expense:

- (A) At all times maintain their area and ensure that their area is in a good, clean, and safe condition and on the expiration date or earlier termination of the term of this Agreement shall return their area to RM in broom clean condition and restored to at least as good a condition as it was in before the Vendor took possession.
- (B) At all times observe and comply with all laws, ordinances, rules, the securing of all permits and licenses, regulations and code requirements, as well as those of RM. The Vendor and its employees shall wear appropriate attire at all times while in "Food Alley".
- (C) Deliver to RM a Certificate of Insurance fifteen (15) days prior to the commencement date of this Agreement, naming RM and their respective agents and/or beneficiaries as additional insured, with the following coverage: Commercial General Liability insurance at a minimum amount of \$1,000,000.00 (USD) combined single limit on bodily injury and property damage liability including products liability. The Certificate of Insurance shall contain a provision that RM and the Vendor shall be given a minimum of ten (10) days written notice by the insurance company prior to cancellation, termination, and material change in such insurance.
- (D) Indemnify and hold harmless RM, its agents, and/or beneficiaries, partners of beneficiaries, any employees, and ground lessors from and against all liabilities, obligations, damages, penalties, claims, costs, and expenses, including reasonable attorneys' fees which may arise in any manner out of the use or presence of the Vendor's area.
- (E) The Vendor shall not cause or permit any hazardous material to be brought upon, stored, kept, used, or discharged on or about the Vendor's area.

This Agreement is made and is effective this _____ day of _____, by and between RM and _____ d/b/a _____ (hereinafter the "**Vendor**").

The term of Agreement will commence on: _____ and will expire on _____.

The Vendor will use the Vendor's area during the term of this Agreement for the sole purpose of retail sale of _____ and for no other purpose whatsoever.

The Vendor agrees that a facsimile copy of this Agreement, including signatures, is as valid and binding as the original copy. This Agreement will first take effect upon acceptance of the Vendor by RM and will continue in full force until the termination of the event. By authorized signature below, the above Vendor has been accepted to the event and this Agreement is deemed executed by both parties.

Vendor: _____ Signature: _____ Date: _____

RM Auctions, Inc.: _____ Signature: _____ Date: _____

These rules, regulations, terms may be modified by RM Auctions Inc. at any time subject to the sole discretion of RM Auctions, Inc.