

2023 NASCAR WEEK VENDOR AGREEMENT

For the privilege of selling permitted goods and services at the Vendor Area at The Groves of Michigan (a dba of Juniper Hills Inc), from Thursday of race week until Sunday of race week, the undersigned Vendor agrees to the following conditions of this Agreement:

1. To pay the applicable rate as published by The Groves of Michigan.

Souvenir, Product and Service Vendors (Non-Food)

10 x 10 Spot (limited)	\$750
10 x 20 Spot (limited)	\$900
20 x 20 Spot	\$1100
20 x 40 Spot	\$1600
20 x 40 Spot (Front Row)	\$1900
Larger Spots	Prices on Request
Wholesale Truck	+\$500

Refer to Vendor Map for where various size spots are located.

Food Vendors

	20 x 20 Spot (El. & H2O)	\$1,200
	20 x 40 (El. & H2O)	\$1,600
	20 x 60 (El. & H2O)	\$2,000
Ī	Wholesale Truck	+\$500

Refer to Vendor Map for where various size spots are located.

- 2. All fees are due June 30, 2023 or the assigned spot will be released to other vendors. (Due to the transfer of ownership there won't be a period of down payment for 2023. For 2024 and beyond, down payments equal to 25% of the site fees will be due by January 31st each year.)
- 3. Vendor will be assigned a site by The Groves of Michigan based on various factors. From year to year and time to time, those site assignments may be altered by The Groves of Michigan in its sole discretion.
- 4. The is absolutely NO subletting or sharing of vendor space.
- 5. Vendor agrees to keep vendor site neat and orderly. Vendor agrees to take trash to the dumpster area designated for the vendors.
- 6. Vendor agrees to comply with all laws, regulations and policies, including those established by The Groves of Michigan.

- 7. Setup starts at noon of Monday of race week for vendors using trailers. Set up time is 10:00 am Wednesday of race week for all other vendors. Failure to be on site by 10:00 am on Wednesday (or to have written approval to arrive later) may result in your site being reassigned.
- 8. Sales on the property may only be made from the assigned site.
- 9. Vendors may select sales hours but failure to be open reasonable hours may result in a change of site selection for future events.
- 10. Vendor is responsible for all sales taxes, and certifies that all applicable tax returns shall be filed with the State of Michigan. Food vendors must be properly licensed.
- 11. The Groves of Michigan and its affiliates and agents have no liability for any inability to provide services, damages incurred by Vendors, or other losses resulting from electrical outages, inclement weather, acts of nature or God, vandalism or theft, or any other cause.
- 12. For information purposes only, which shall be kept confidential by The Groves of Michigan, daily sales shall be reported. The amount to report is the gross sales without any deduction, but net of sales tax. Information on sales may be shared in the aggregate for future vendors or to report improvements over time to existing vendors.
- 13. Vendor shall provide a certificate of liability insurance in the amount of \$1,000,000 (one million dollars) naming both "The Groves of Michigan (dba Juniper Hills Inc.)" and "BMPG LLC" as an additional insureds and said certificates must be provided by July 15th 2023. Vendor will not be allowed to set up if The Groves of Michigan does not have the proper insurance. The address for The Groves of Michigan and BMPG LLC for the COI is 13500 US Highway 12, Brooklyn, MI 49230.
- 14. There are no refunds after June 30th, 2023. Before June 30th, 2023, a refund less a \$100 cancellation fee may be obtained.
- 15. Contract is not final and binding until approved by The Groves of Michigan and down payment is received.

Vendor agrees that failure to comply with this agreement will mean immediate shut down, forfeiture of any money paid, and loss of consideration for future events.

This Agreement is entered into by completing and submitting the Agreement form at:

www.thegrovesofmichigan.com/2023vendor

COIs should also be uploaded using the COI Submission form on the same webpage.

You will receive a notice of our approval within a few days of submission and final site assignment by July 20th.