

WILD HOG MUSIC FESTIVAL & MOTORCYCLE RALLY
2009 VENDOR BOOTH AGREEMENT Rules & Regulations

This agreement made and entered between Wild Hog Music Festival & Motorcycle Rally (WHMF), a non-profit corporation and _____ an independent contractor (“Operator”).

The purpose of this agreement is to set forth the terms and conditions whereby the Operator is authorized by Wild Hog Music Festival & Motorcycle Rally to operate a Business Booth for the purpose promoting represented products the Wild Hog Music Festival & Motorcycle Rally, downtown Helena, Arkansas, as a part of the annual festival sponsored by Wild Hog Music Festival & Motorcycle Rally under the following terms and conditions:

TERMS AND CONDITIONS: *THIS IS A RAIN OR SHINE EVENT*****

1. HOURS - The booths will be open for business

Friday, April 24	3:30 pm to 11:30pm
Saturday, April 25	10:30 am to 11:30 pm

2. REPRESENTED PRODUCT – Only the product(s) listed below will be allowed to be represented at your booth during the festival. No changes may be made without prior consent of Merchandise Chairman or Festival Director. **Exhibits shall not display, sell or dispense T-Shirts** or offensive, profane and/or drug related paraphernalia and display of such will result in removal of vendor.

3. TERMINATION RIGHTS - WHMF reserves the right to terminate the operation of the Operator at any time during the festival for any of the following reasons:

- A.. A professional manner is not maintained by the Operator and its’ employees.
- B. Operator or its’ employees commits any act detrimental to the purpose of the festival.
- C. Operator or its’ employees violates any provision of the Health Department.
- D. Operator or its’ employees fails to cooperate with event management staff.
- E. If Operator or its’ employees breaches any of the agreements listed herein.

4. COST – In exchange for the right to represent the above stated product(s) during Wild Hog Music Festival & Motorcycle Rally the operator agrees to pay WHMF: **\$200.00 for 10’ x 10’** booth space in the festival area This price includes standard electrical provision (please see #8 for electrical detail). Vendor provides own tents, tables, chairs, electrical cords, lights etc. **NOTE: Applications received after April 1: all booth fees for will increase by \$25**

5. SIGNS - Operator must provide all signage for its’ Booth. No signage may be greater than the width of the rented space or higher than surrounding vendors.

6. PREMISES – Operator warrants that the premises shall be left in as good condition as the Operator found them; this includes picking up trash at and around Operator’s premises. Operator shall provide adequate trash receptacles, with trash bags, outside its premises. Trash containers inside Operator area must have a tight fitting lid and be lined with plastic garbage bags. Operator shall supply own garbage bags.

Operator shall supply all necessary equipment that may be needed to set up.

Business Booth Operator shall supply a standard 5 lb. Fire extinguisher.

7. **SET-UP AND DEPARTURE** - Operator shall set up its Business Booth in accordance with the rules set by the festival director.

Set up may begin no sooner than 24 hours prior to 5:00pm. Friday, April 24.

Booths shall be ready to begin operation by 3:30pm Friday, April 24

Spaces will be 10' x 10' unless otherwise stated and additional space paid for.

Due to festival layout and space requirements, vendors vehicles **cannot** be parked along side vendor's booth so please do not request this.

Break down for Booths may commence anytime after midnight, Saturday. . If breakdown ensues prior to the above detailed time and date, Operator will be charged an additional \$200 per calendar day. All Booths shall depart the premises in an orderly fashion. All booths must be off the street (completely) Sunday,

8. **DESIGNATED AREAS/ELECTRICAL NEEDS** - WHMF will supply power a standard 110 outlets for Operator at specific locations throughout the festival. Location of Booth will be in block specified, exact location decision made at the discretion of the festival director and will depend on specific electrical needs.

Should Director determine that adequate space is not available in block specified, Operator will be contacted and given option to move to a higher-grade location.

Operator agrees to operate all electrical equipment, including but not limited to lights and attachments, including all wiring in a safe, intelligent manner. A four- wire grounded electrical system is provided throughout Cherry Street, up to and including the point where Operator takes power. WHMF cannot be held responsible for accidents caused by Operator not accurately utilizing this system.

Operator agrees to use only designated receptacles in their pre-approved location. Operator must supply own extension cords.

Operator is allowed a maximum of 20 amps. If more power is needed, then there will be an additional charge based on need.

9. **INDEMNIFICATION** - WHMF agrees to obtain liability insurance to protect WHMF and the City of Helena against claims for losses, injury or property damage during the festival. Operator agrees to obtain commercial general liability insurance including products for bodily injury and property damage from a company acceptable to WHMF. Vendor agrees to obtain liability insurance to protect operator during the festival and to provide WHMF a certificate of insurance. Exhibitor will indemnify and hold Festival harmless from all costs, losses, damages, or expenses including expense of litigation and attorney's fees, resulting from any person or property arising out of any act of omission of vendor of his employees or other representatives. If requested, vendor will furnish Festival with evidence that Exhibitor has insurance in force with a reputable insurer, including coverage (with limits approved by the Festival) against contractually assumed liability. The Wild Hog Musicfest, its officers, agents or members shall not be held responsible for any loss nor damage due to theft, fire, accident, or other cause but will use reasonable care to protect the vendor from such loss.

10. **ARKANSAS SALES TAX** - Operator must pay all state sales tax to the state of Arkansas (6% state) (2% county) (2% city) in compliance with state and local sales tax laws.

A Total of 10% for state and local sales tax due on Gross Sales due before leaving festival grounds.

TERMS & CONDITIONS:

Wild Hog will not be responsible for damage to exhibit for any reason. Festival Security will patrol festival grounds 24hrs. If additional security is needed for your booth, it is the vendor's responsibility an expense.

Exhibitor shall not transfer or sublet the space or any part thereof or permit the same to be used by any other person without the written consent of Festival.

Festival shall have the right to terminate the contract granted hereunder at any time without liability upon the refund of the fee paid herewith. No refunds, regardless of weather, will be made.

Booth Rules: Booth assignments are made by Wild Hog Musicfest & Motorcycle Rally based on operational and space requirements of the festival therefore Wild Hog reserves the right to refuse any application. Vendors must be checked in and materials placed in the assigned booth space during the set up time. Failure to set up during designated times, removal of vehicles from festival grounds, or changing booth locations may be cause for removal of vendor All merchandise should be clearly marked. Booth fee is for space and one 110 electrical connection. Festival does not provide tables, chairs, tents or electrical cords. Booth spaces are for individual vendors and may not be shared. **All vendors are individually responsible for the collection and payment of state and local sales taxes (10%). Wild Hog reserves the right to remove any vendor not abiding by program rules, or following the instructions of official representative of Wild Hog.**

Exhibitor Name: _____

Contact Name: _____ Address: _____

City _____ State _____ Zip _____ Phone#: _____

Cell Phone #: _____ E-Mail Address: _____

Describe Products Sold: _____

Booth Size needed: 10 x10 (\$200)____ 10 x 20 (\$275)____ 10 x 30 (\$300)____
20 x 20 (\$350) _____ 20 x 30 (\$400)____ 30 x 30
(\$500)_____

Vendor fee FOR BOOTH SPACE \$ _____ Fed Tax ID # _____

Vendor Fee After April 1st + \$ 25.00 State Sales Tax # _____

Total Vendor fee enclosed \$ _____

I will _____ I will not _____ donate item(s) for onstage drawings throughout the festival.
Vendor will be recognized by the emcee for their donated item(s).

Print this out, fill in the information and send it along with your vendor space fee to:

Wild Hog Musicfest & MC Rally
P.O. Box 2617
West Helena, AR 72390

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