

WILD HOG MUSICFEST & MOTORCYCLE RALLY

April 23-24, 2010

RETAIL VENDOR APPLICATION

Wild Hog Musicfest is held outdoors in downtown Helena. Exhibit spaces are distributed throughout the three block festival area.

Exhibitor receives: Booth Space as checked below at the Wild Hog Musicfest MC Rally in Helena, AR

STAGE TIMES: Friday, - 4:30 PM – 11:30 PM

Saturday – Noon – 11:30 PM

VENDOR HOURS: Friday, 4:00-PM – 11:00 PM Setup begin 10:00 am complete by 3:00 PM

Saturday 10:30 AM – 11:30 PM

TERMS & CONDITIONS:

1. **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.
2. Exhibitor must check in with the Wild Hog official on duty **before** setting up.
3. Security will be the responsibility of the vendor. Wild Hog will not be responsible for damage to exhibit for any reason.
4. Exhibitor will be responsible for any trash in his/her area. Trash cans will be placed throughout the area and may be used by the vendors.
5. 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.
6. 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.
7. 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.
8. Exhibit spaces shall not be reserved until payment is received.

COST: 10' x 10' Space(100 sq. ft.) = \$200.00. + \$100 per additional 100sq ft.

Electricity: \$50 for 110Volt /20 Amps max. Higher amperage requests must be requested in advance and additional charges for more power paid upon application

****** AFTER APRIL 1st, 10'X10' BOOTH PRICES INCREASE TO \$225.00 ******

PLEASE RETURN THIS SIGNED CONTRACT ALONG WITH YOUR CHECK (MADE PAYABLE TO WHMF)

Keep in mind, spaces are limited and are assigned in order they are received!

Wild Hog Music Fest & MC Rally

C/O Leslie Chin, Vendor Chmn.

P.O. Box 2617

West Helena, AR 72390

870 572-3408 voice 870 572-4130 fax

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 of state and local sales taxes (8%). City tax forms must be turned in with payment before leaving festival grounds.** 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: _____ **E-Mail:** _____

Describe Products Sold: _____

Booth Size needed **10 x10 (\$200)**____ **10 x 20 (\$300)**____ **10 x 30 (\$400)**____
 20 x 20 (\$400)____ **20 x 30 (\$500)**____ **30 x 30 (\$600)**____

Call for additional space requirements or electrical requirements.

Vendor fee FOR BOOTH SPACE \$ _____

Vendor Fee After April 1st + \$ _____ 25.00

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

870 572-3408 voice (Leslie Chin - Vendor Chmn)
870 572-4130 fax
email: lrchin@ipa.net

**WILD HOG MUSIC FESTIVAL & MOTORCYCLE RALLY
2010 VENDOR BOOTH AGREEMENT Rules & Regulations**

This agreement made between Wild Hog Music Festival & Motorcycle Rally (WHMF), a non-profit corporation and _____ an independent contractor ("Operator") whose mailing address and telephone number are:

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:

1. HOURS - The booths will be open for business

Friday, 4:30 pm to 11:30 pm

Saturday 10:00 am to 11:30 pm

*****THIS IS A RAIN OR SHINE EVENT*****

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.

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;

A. **\$200.00 for 10' x 10' + (\$100 per 100 sq ft over 100sq ft)** 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:After April 1 booth fee for 10'x10' will increase to \$225**

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

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 4:00pm. Friday,
Booths shall be ready to begin operation at the latest by 4:30 pm Friday.

Spaces will be 10' x 10' unless otherwise stated requested and additional space paid for. Due to festival layout and space requirements, vendors vehicles cannot be parked along side vendor's booth.

Break down for Booths may commence anytime after 11:30pm 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 at 3:00 P.M. All fees and sales taxes must be paid before leaving the premises.

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 and spatial needs.

Operator must supply own extension cords.

Operator agrees to operate all electrical equipment, including but not limited to lights and attachments, including all wiring in a safe, intelligent manner. A 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 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 in an amount no less than \$1,000,000 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 no later than April 15

The Certificate of Insurance must carry the following parties as additional insured:

THE WILD HOG MUSIC FESTIVAL & MOTORCYCLE RALLY, AND THEIR OFFICES AND STAFF AND THE INDIVIDUAL MEMBERS OF THEIR BOARDS; THE CITY OF HELENA AND THE COUNTY OF PHILLIPS AND THEIR GOVERNING BODIES.

Operator agrees to indemnify the WHMF, and any activity of the Operator during this festival.

10. Operator shall be responsible for the collection and payment of any tax upon the gross receipts as required by Arkansas Law. **ARKANSAS SALES TAX - Operator must pay all sales tax to the state of Arkansas in compliance with state and local sales tax laws. WHMF will local sales taxes**

11. **TERMS – Payment is due with application** If payment is not sent prior to festival, Operator will not be allowed to set up and any deposits will not be refunded.

Upon signing this contract, Operator agrees to abide by all Terms and Conditions set forth herein.

Entered into this _____ day of _____, 2010.

Operator Signature

Phone#

E-Mail Address