

**WILD HOG MUSIC FESTIVAL & MOTORCYCLE RALLY
2012 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. **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;

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 fees increase by \$25.00**

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 should 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.**

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 _____, 2012.

Operator Signature

Phone#

E-Mail Address