



## **Exhibitor Rules**

- 1. Event Hours:        July 4, 2010: 2 PM-11 PM:**
2. Vendors may not sell cans or bottles to the public unless authorized by FourthFest management in writing.
3. Vendors must sell certain branded soft drinks as sponsorship agreements will supersede any and all product vending.
4. All fees are due in full with this application for exhibit space. Exhibit space will not be assigned or reserved without payment in full. All vendors must be setup prior to start time. Booths are subject to resale if vendor has not arrived and setup by this time.
5. Booth space may not be sublet without prior written permission from event management.
6. Vendors may not sell any other product than what is listed on the face of this contract. Violation of this provision will result in the immediate expulsion of the vendor and his/her residual goods.
7. Garbage created as a result of the sale of vendor's product will be the responsibility of the vendor. Fourthfest management will provide a trash dumpster for the disposal of vendor refuse. Violation of this provision will result in the exclusion of vendor in any future events. All vendors are required to provide two (2) 30 gallon or larger garbage containers, one for the use of the public and for use of vendor refuse at the booth location.
8. Fourthfest management reserves the right to exclude/expel any vendor that does not fit the character or theme of Bayfront as defined by event management.
9. Vendors shall conduct themselves in a manner not offensive to standards of decency and good taste. All necessary health permits, insurance and sales tax obligations are the sole responsibility of the individual vendor. A member of the St. Louis County Health Department will be on-site to inspect permits and assist you with any questions you may have.
10. Fourthfest will be held rain or shine. No refunds on exhibit space will be made.
11. Vendor agrees to hold harmless The City of Duluth, Secret Service Entertainment LLC and Fourthfest and their employees or representatives from damages due to fire theft, Acts of God, or claims arising from a third party. Vendors assume full liability for legitimacy of merchandise and product integrity and indemnifies festival management of any liability whatsoever.
12. Vendor assumes responsibility for all tax commitments and requirements.
13. The applicant does hereby agree to protect Bayfront management and hold harmless from any claims that the applicant or any other officers or representatives or employees caused by neglect or failure.

**I understand and agree to all of the above provisions and conditions**

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VENDOR SIGNATURE

DATE