

## 2010 Texas Pete Twin City RibFest Got to be NC Exhibitor Application

Name (Renter of Space) \_\_\_\_\_

"Goodness Grows" Member\* (Check One) \_\_\_\_ Yes \_\_\_\_ No

Space Size (Check one) \_\_\_\_ 10' x 10' (\$195) \_\_\_\_ 10' x 20' (\$300) \_\_\_\_ 20' x 20' (\$500)

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Special Notes (Please detail space requirements) \_\_\_\_\_

\* Take 25% Discount off space rental

Make check payable to AKA Entertainment & Media and mail it along with completed form to: AKA Entertainment & Media 518 S. Elm Street Greensboro, NC 27406

I/We acknowledge having read and agree to abide by all of the 2010 Texas Pete Twin City RibFest contractual terms.

Authorized Agent \_\_\_\_\_ Date: \_\_\_\_\_

### 2010 Texas Pete Twin City RibFest Vendor Contractual Terms.

1. Application: Applications will not be processed nor spaces assigned without the required payment.

2. Cancellation By Renter of space: The cancellation of a reserved festival space by the renter of space must be in writing and received by the April 30, 2010. In such event, the 2010 Texas Pete Twin City RibFest shall refund any monies received if, and only if, the 2010 Texas Pete Twin City RibFest can rent that festival space to another renter of space and all other festival spaces are sold out. If the renter of space does not occupy the space upon the opening of the festival, the 2010 Texas Pete Twin City RibFest shall have the right to use the festival space in such a manner as it may deem in the festival's best interest.

3. Force Majeure: In: case of cancellation of the festival or unavailability of the festival space for the specified use due to war, governmental action or order, acts of God, fire, strikes, labor disputes, or any other causes beyond the 2010 Texas Pete Twin City RibFest 's control, this agreement shall terminate, and the renter of space forfeits their entry fee. In case of cancellation by the 2010 Texas Pete Twin City RibFest for any reason within it's control or a change in the date or the location of the event, which is unsatisfactory to the renter of space, the renter of space shall be entitled to a return of all sums paid for the festival space. Refund of rental fees, as provided for in this section, shall be the exclusive remedy of the renter of space against th 2010 Texas Pete Twin City RibFest in case of canceled or rescheduled or if the festival space is unavailable for use. In case of damage to the renter of space's property due to war, governmental action or order, acts of God, fire, strikes, labor disputes, or any other causes beyond the 2010 Texas Pete Twin City RibFest 's control, the renter of space expressly waives liability of the 2010 Texas Pete Twin City RibFest from all claims for the damage.

4. Sales To The Public: Renter of space may NOT make beverages a part of the offer to patrons unless authorized by the 2010 Texas Pete Twin City RibFest. Renter of space may sell food subject to the approval of the 2010 Texas Pete Twin City RibFest. Renter of space may sell clothing and other promotional items if and only if they identify the renter of space's establishment only. Renter of space must NOT sell items for others or place signage for corporate sponsors (other than space renter) within their booths.

5. Governing Laws: This agreement shall, in all respects be governed by the laws of the State of North Carolina.

6. Rules and Regulations: If the renter of space violates the Contract Rules and Regulations, then this contract may be terminated. In the event of a default by the renter of space, the renter of space shall forfeit as liquidated damages the amount paid by them for, their festival space, regardless of whether or not the 2010 Texas Pete Twin City RibFest enters into a further lease of the festival space.

7. Space assignments: 2010 Texas Pete Twin City RibFest will make festival space assignments as the applications arrive. All space assignments are final. We will make an effort to put smaller operators beside larger operators in an attempt to distribute the crowd evenly through the food court area. The 2010 Texas Pete Twin City RibFest reserves the right to make final determination of all festival space assignments in the best interest if the festival.

8. Character Of Exhibits: The 2010 Texas Pete Twin City RibFest reserves the right to prohibit the display of any article that in it's opinion is not in keeping with the nature and character of the festival.

9. Assignment or Subletting Of Festival Space: Renter of spaces shall NOT assign, sublet, or share the festival space allotted without the knowledge and written consent of the 2010 Texas Pete Twin City RibFest. No products, arts, accessories, souvenirs, catalogs, or other goods, bearing names of other renter of spaces, sponsors, or anyone other than the renter of space may be displayed. No firms or organizations not assigned festival space will be permitted to solicit business within the festival area.

10. Use Of Space: The 2010 Texas Pete Twin City RibFest reserves the right to restrict any exhibit because of noise, method of operation, or materials, or any exhibit which in the opinion of the 2010 Texas Pete Twin City RibFest may detract from the general character of the festival as a whole.

11. Ordinances: To ensure the safety of all, the fire and health regulations and other applicable ordinances of the City of Winston-Salem, Forsyth County, and the State of North Carolina must be observed.

12. Authorized Agents: All renters of spaces must have an appointed agent or agents with the full authority to represent the renter of space in its business with the 2009 Carolina Moonshine Festival. The authorized agent must be present at the festival.

13. Liability And Insurance: Neither the 2010 Texas Pete Twin City RibFest, it's agents, officers, or employees will be responsible for any injury, loss or damage that may occur to the renter of space, or the renter of spaces employees or property from any cause whatsoever. It is the renter of space's responsibility to protect machinery or exhibits so that no injury will result to the public, visitors, guest, or persons on the property. All property of the renter of space is understood to remain in the renter of spaces care, custody, and control in transit to, from or within the confines of the festival area subject to the rules and regulations. The renter of space, on signing this contract, expressly releases, holds, keeps, and saves harmless and indemnifies the forgoing named organizations and committees and individuals from all claims for such loss, damage, or injury. Renter of spaces are required to carry insurance, including workman's compensation (if applicable) to cover any of the above.

14. Security: 2010 Texas Pete Twin City RibFest , will provide reasonable and appropriate security for the festival. 2010 Texas Pete Twin City RibFest and its agents shall take all proper and reasonable care to see that exhibits are not destroyed or damaged through any cause within its control, but does not ensure the safety of said exhibits.

15. Installation Of Exhibits: Renter of spaces with designated spaces within the confines of the official festival area may start setting up their booths on Thursday, June 10, 2010 at 9 am. ALL renter of spaces MUST be in place by 5 pm. No renter of space will be allowed to move in any later without the knowledge and written consent of the 2010 Texas Pete Twin City RibFest and its agents.

16. Changes And Amendments: The 2010 Texas Pete Twin City RibFest reserves the right to make changes to these rules and regulations. Any matters not specifically addressed herein, are subject to decision by the 2009 Carolina Moonshine Festival

17. Entrance Fee and Payments: Fees must be paid in full prior to set-up. NO EXCEPTIONS! Festival Dates: June 10,2010 - June 13, 2010.