

Mercury Marine National Walleye Tournament/Walleye Weekend

Vendor Application and Agreement—(Mercury Island)

June 8—10, 2018

Lakeside Park, Oven Island, Fond du Lac, WI

1. Vendor Information PLEASE PRINT

Company Name*: _____

Contact Name: _____ Title: _____

Address: _____ City _____ State: __ Zip: _____

Contact Phone: _____ Contact Phone During Event: _____

Email: _____ Website*: _____

* will be displayed on the festival website

2. Check the appropriate categories of products or services for the festival website:

- | | | | | |
|---------------------------------------|------------------------------------|--|---|---------------------------------------|
| <input type="checkbox"/> Associations | <input type="checkbox"/> Camping | <input type="checkbox"/> Hiking & Backpacking | <input type="checkbox"/> Lodges & Resorts | <input type="checkbox"/> Publications |
| <input type="checkbox"/> Archery | <input type="checkbox"/> Fishing | <input type="checkbox"/> Hunting & Accessories | <input type="checkbox"/> Motorsports/ATVs | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Campers/RVs | <input type="checkbox"/> Taxidermy | <input type="checkbox"/> Outfitter & Guides | <input type="checkbox"/> Kayaks & Canoes | |

3. Space Request (First Come - First Serve)

First Choice #: _____ Second Choice#: _____ Third Choice #: _____

4. Space Rate \$900 per 10 x 10 and \$1,600 10 X 20 includes electrical access

5. Payment and Sign Here

Check # _____ Make check payable to Fond du Lac Festivals, 650 N Main St., Fond du Lac, WI 54935

Vendor has read the Terms & Conditions on the reverse side of this Agreement. Vendor understands that this Agreement shall be legally binding between FFI and vendor only upon acceptance in writing by FFI. Vendor also understands that any changes in the information in this Agreement must be provided to FFI in writing. This Agreement may be executed and delivered by scan/email and shall be treated as an original.

Vendor's Authorized Signature _____ Title _____ Date _____

About the festival: Walleye Weekend lures an average of 70,000 people to Lakeside Park with its extensive family entertainment, national, regional and local music acts, sporting events and many other attractions. All attractions and entertainment, admission, parking, and shuttles for the yearly celebration are completely free to the public.

About this venue: Very limited vendor spaces will be available on Mercury Island. These spaces will directly to the northwest of the Mercury National Walleye Tournament weigh in. Please see attached layout for booth location and placing. Tents are the responsibility of the vendor

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BASIC TERMS AND CONDITIONS

1. APPLICATION DEADLINE: Spaces are assigned on a first-come / first-served basis. Fond du Lac Festivals & the Mercury Marine National Walleye Tournament staff reserve the right to make THE FINAL DECISIONS in space layout and positioning as they deem necessary. Full payment will be accepted to reserve a space Applications must include full payment in a check.

2. LIABILITY: The vendor will hold harmless Fond du Lac Festivals, Inc. and Walleye Weekend, the City and County of Fond du Lac, Wisconsin, Bergstrom Import Supercenter of Oshkosh, Wisconsin Distributors, Pepsi, Mercury Marine-Division of Brunswick as major sponsors and all other participating festival sponsors together with all officers, members agents, employees and any other organization, entities, and individuals who are serving Walleye Weekend including all volunteers assisting with all events re not responsible for the safety of the property of exhibitors do to theft, damage by fire, accident, vandalism or other causes. Vendor covenants and agrees that should FFI or Mercury Marine be made a part of any litigation commenced by or against Vendor or relating to this show, the vendor shall and will pay any costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Fond du Lac Festivals and Mercury Marine by virtue of any such litigation.

3. APPLICATION: Fond du Lac Festivals reserves the right to reject ANY application. A full refund will be returned with the rejection letter.

4. CANCELLATION POLICY: Booths cancelled prior to April 1, 2018 will receive a full refund minus a \$200 administration fee. No refunds will be given after April 1, 2018.

5. NON-TRANSFERABLE: Vendor space contracted for may not be shared or transferred to another party without the written permission of Fond du Lac Festivals, Inc.

6. INSURANCES & PERMITS:

Commercial General Liability (Occurrence Form)

General Aggregate (other than Prod/Comp Ops Liability)	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal & Advertising Injury Liability	\$ 1,000,000
Each Occurrence	\$ 1,000,000

Fond du Lac Festivals, Inc. and Walleye Weekend, the City and County of Fond du Lac, Wisconsin, Bergstrom Import Supercenter of Oshkosh, Wisconsin Distributors, Pepsi, Mercury Marine-Division of Brunswick must be named as Additional Insured on the above policy

Workers Compensation and Employer's Liability

Workers' Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 100,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 100,000 each employee

The above coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

7. EXCLUSIVITY: The Show does not guarantee any vendor the exclusive right to sell any product or service.

8. SALES TAX: Vendors are responsible for collecting and paying all applicable sales taxes, permit fees and having proper licensing.

9. LIABILITY: In the event the show is cancelled due to circumstances beyond the control of show management (severe weather, building damage, emergencies, etc.), NO refunds will be given.

10. PROPERTY DAMAGE: No park grounds, including turf, blacktop, trees, greenery is allowed to be damaged by vendors. All vendors will be held responsible for payment of any damages done by himself, employees or agents associated with his booth to Fond du Lac Festivals, Inc.

12. EXHIBITS: Vendor agrees to exhibit only those products listed on the application, and approved by Fond du Lac Festivals.

13. MOVE-IN & MOVE-OUT: Vendors may set-up their equipment or displays on **THURSDAY, JUNE 7 FROM 8AM—7PM AND FRIDAY, JUNE 8, FROM 7:00AM-12:00 PM.** ALL VEHICLES MUST BE REMOVED FROM THE PARK BY NOON ON FRIDAY, JUNE 8. Vendors must dismantle equipment or displays immediately following the festival end at 6PM ON SUNDAY..Security will be in the park over night Thursday through Sunday. Vehicles may NOT leave the park until 6:30 pm on Sunday.

15. Fond du Lac Festivals, Inc. reserves the right to make any change, anytime as necessary and shall have full power to interpret amend and enforce these policies and procedures, provided any amendments, when made, are brought to the notice of the vendor Each vendor for himself and his employees, agrees to abide by the foregoing policies and procedures and by any amendments as added.

16. RETURNED CHECK POLICY: Vendors will be charged a \$35 administrative fee for a returned check. A cashiers check or cash must replace that check within 5 days.

17. MEDIA RELEASE: As a vendor, you release to Fond du Lac Festivals, Inc. your photographic, television and all other similar rights to be used for advertising and promoting the event.