



EXHIBITOR BOOTH

Walleye[™]
Weekend

\$1,500

EXHIBITOR BOOTH

- Adjacent to high traffic (10' x 10' space) area
- Includes signage throughout Festival
- Opportunity to reach new buyers & generate leads
- Web page and link
- Business name on insert (38,000)
- 4 VIP passes

Walleye Weekend Exhibitor Application

June 8-10, 2018
Lakeside Park, Fond du Lac, WI

1. Exhibitor Information PLEASE PRINT

Company Name: _____

Contact Name: _____ Title: _____

Address: _____ City _____ State: __ Zip: _____

Contact Phone: _____ Contact Phone During Event: _____

Email: _____ Website*: _____

* linked on the festival website

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

- | | | |
|--|--|--|
| <input type="checkbox"/> Home Services | <input type="checkbox"/> Hunting | <input type="checkbox"/> Power Sports/Action |
| <input type="checkbox"/> Nature & Wildlife Art | <input type="checkbox"/> Travel & Tourism | <input type="checkbox"/> Organizations & Media |
| <input type="checkbox"/> Fishing/Water Sports | <input type="checkbox"/> Camping & Campers | |

3. Space Request (First Come - First Serve); refer to map on page 2

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

4. Space Rate \$1,500 per 10' x 10'

5. Payment and Sign Here

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

Exhibitor has read the Terms & Conditions on the reverse side of this Agreement. Exhibitor understands that this Agreement shall be legally binding between Fond du Lac Festivals, Inc. (FFI) and exhibitor only upon acceptance in writing by FFI. Exhibitor 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.

Exhibitor's Authorized Signature _____ Title _____ Date _____

About the festival: Walleye Weekend lures an average of 70,000 guests 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: Limited exhibitor spaces will be available on Main Street. These spaces are adjacent to the heaviest entrance traffic. Tents are the responsibility of the exhibitor.

WALLEYE WEEKEND EXHIBITOR AGREEMENT

ABOUT WALLEYE WEEKEND

Walleye Weekend lures an average of 70,000 guests 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. The success of Walleye Weekend can be attributed to the support of the community, local businesses and non-profit organizations. Each year over 1,600 volunteers provide more than 13,000 volunteer hours from 54 groups representing 45 organizations to make Walleye Weekend happen!

This Walleye Weekend Exhibitor Agreement (the "Agreement") is made this ___ day of _____, 2018, by and between Fond du Lac Festivals, Inc. ("Walleye Weekend") and _____ with its principal office at _____ ("Exhibitor").

1. Purpose. Exhibitor shall provide an exhibit of hard lines or tourism (the "Exhibition") at the 2017 Walleye Weekend at Lakeside Park in Fond du Lac, Wisconsin. The 2017 Walleye Weekend, scheduled for operation from June 8 - 10, 2018 (inclusive), is referred to as the "Festival."

The Festival is a charitable community festival designed to enhance the greater Fond du Lac area through the engagement of local, regional and national talent, athletic tournaments and entertainment venues to entertain its guests. *All of Exhibitor's activities in regard to the Festival MUST be family appropriate and devoid of any inappropriate language, improper behavior or political or religious messages or statements.* No weapons are allowed. A failure to comply with this standard can result in immediate termination of this Agreement by Walleye Weekend.

2. Location, Dates & Time. The location and area which the Exhibition will occupy shall be at a portion of North Main Street within the festival at Lakeside Park in Fond du Lac, Wisconsin. The Exhibition shall run from June 8 2018 through June 10 2018. The following are the specific times and dates during which the Exhibition will operate at the Festival; The Exhibition may not operate before or after those times. June 8, 2018: 3:00 pm – 6:00 pm; June 9, 2018: 8:00 am – 6:00 pm; June 10, 2018: 10:00 am – 6:00pm



3. Termination / Extension of Agreement. This Agreement shall remain in effect through the completion of the undertakings contemplated herein, subject to Walleye Weekend's right to terminate for breach by Exhibitor. The insurance, indemnification and accounting obligations and the general provisions of this Agreement shall survive termination or expiration.

4. No Sales are allowed

5. Designated Location. Walleye Weekend will provide the location for the Exhibition.

6. Certain Exhibitor Responsibilities:

Conduct in Keeping with Family Friendly Festival. During the Exhibition, Exhibitor shall not conduct its activities or provide any products or services that Exhibitor knows or should know to be, or which Walleye Weekend in its sole discretion deems, immoral, illegal, inappropriate, unsafe, unlicensed, or otherwise objectionable. Walleye Weekend official listed below shall have the authority to immediately close any Exhibition or activity that Walleye Weekend deems objectionable. This official is: Leanne Doyle

Attire. Exhibitor shall require all of its employees and representatives to be professionally and modestly dressed in a standardized uniform and shall present themselves and conduct themselves in connection with the Exhibition in a manner that is consistent with the family friendly environment of the Festival. Exhibitor employees and representatives shall wear shirts at all times, including set-up, take-down and during the operation of the Exhibition.

Alcohol, Tobacco & Drug Use. Exhibitor shall ensure that none of its employees use or are under the influence of alcohol or illegal drugs at the Festival. There is no smoking while working at the Exhibition.

Music. Exhibitor shall not allow any of its employees or representatives to play music or other sounds or announcements that emits from the Exhibition that Walleye Weekend deems objectionable either in content or volume. On the first offense, Exhibitor shall be required to ensure that the music is turned off or down as designated by Walleye Weekend. On a subsequent offense, Exhibitor shall close the attraction from which the music is played for the duration of the Exhibition or until such time as designated by Walleye Weekend representatives.

Electrical Power. Exhibitor shall furnish all electric power required for operation of the Exhibition.

Trash. Exhibitor shall be responsible for garbage collection within the premises of the Exhibition. Exhibitor shall restore the area occupied by the Exhibition to its prior condition upon conclusion of the Festival. Such restoration shall include cleaning and removal from the site of all refuse and debris.

Safety Standards. Exhibitor shall comply with all safety standards under applicable law and regulation to operate the Exhibition. Exhibitor shall provide Walleye Weekend with copies of all safety inspection forms and other documentation demonstrating compliance.

Federal, State & Local Laws. Exhibitor shall operate the Exhibition in accordance with all applicable Federal, State and local laws, rule and ordinances, including, but not limited, to all worker's compensation and

employer's liability insurance requirements. In the event that Exhibitor subcontracts any work for the Exhibition, Exhibitor shall require the subcontractor(s) similarly to provide worker's compensation insurance as required by the laws of the State of Wisconsin. Violation by Exhibitor of any law, ordinance or regulation shall be grounds for Walleye Weekend closing the Exhibition for the remainder of the Festival, and Walleye Weekend shall incur no liability to Exhibitor should it do so.

7. Indemnity. Both during and after this Agreement, Exhibitor shall indemnify and hold harmless Walleye Weekend, Fond du Lac Festivals, Inc. and its and their respective officers, directors, agents and employees against any and all expenses, damages, claims, suits, losses, actions, judgments and costs, including reasonable attorneys' fees (together "Claims") resulting from or arising out of any claim or action for personal loss, injury, death, property damage or otherwise suffered by participants, attendees, spectators and others at the Exhibition or in any way connected to Exhibitor's actions or failures to act under this Agreement.

8. Insurance. Exhibitor shall, at Exhibitor's sole expense, maintain a policy of commercial liability insurance insuring Walleye Weekend's interests against claims for personal injury, bodily injury, death, and property damage arising out of Exhibitor's operation of the Exhibition and required duties under this Agreement, covering with limits of not less than **Two Million Dollars (\$2,000,000.00)** per occurrence and **Four Million Dollars (\$4,000,000.00)** in the aggregate. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations during the Exhibition. The operation of the Exhibition includes the dates of set up, scheduled operation, take down and clean-up. Fond du Lac Festivals, Inc. must be endorsed as an additional insured on such policy. Exhibitor shall provide Walleye Weekend with current Certificates of Insurance evidencing Exhibitor's compliance with this Paragraph by May 15, 2018. Violation of this paragraph shall be grounds for Walleye Weekend closing the Exhibition, and Walleye Weekend shall incur no liability to Exhibitor should it do so.

9. General Provisions.

Governing Law; Venue: This Agreement shall be governed by the laws of the State of Wisconsin and the parties stipulate that any lawsuit regarding this Agreement or the performance hereunder must be brought in Fond du Lac, Wisconsin.

Modifications; Severability: This Agreement shall not be amended or modified except by written document signed by the party to be charged with such amendment or modification. If any provision hereof is declared or adjudicated by a court of competent jurisdiction to be illegal, invalid, or unenforceable, it shall be deemed deleted from this Agreement without impairing the legality, validity or enforceability of the remaining provisions hereof.

Notices: Any notice, demand, request, consent, approval or other communication (collectively, the "Notices") required or permitted to be given by any provision of this agreement shall be in writing and hand delivered, sent by special courier (e.g., FedEx) or by U.S. Certified Mail (return receipt requested, postage prepaid), addressed to the party to be so notified. Notice pursuant to this Agreement shall be deemed given pursuant to the following rules: if hand delivered or sent by special courier, at the time of delivery; if mailed, on the later of the date of receipt or the third day of U.S. Mail delivery after deposit thereof in the U.S. Mail.

Force Majeure and Cancellation: Walleye Weekend shall not be liable for any damages as a result of

any delay or cancellation of the Festival due to any cause beyond its reasonable control, including without limitation any storms, weather emergencies, accidents, strikes, breakdowns, labor disputes, riots, sabotage, insurrections or wars, delays and interruptions in and failure of sources of materials, supplies or equipment, acts of God or of a public enemy, and governmental orders. Walleye Weekend reserves the unilateral right to cancel, in whole or in part, the Festival (and all elements thereof, including the Exhibition) in the event of a force majeure event, for the public good, for public health or safety, if there is dangerous or anticipated dangerous weather, or for other reasons. In the event of cancellation pursuant to this paragraph Exhibitor shall have no claim for damages arising therefrom.

Assignment: Exhibitor may not assign this Agreement, or delegate any of its obligations, without the written consent of Walleye Weekend.

Relationship of the Parties. The parties are independent contractors. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, partnership or joint venture between Walleye Weekend and Exhibitor.

No Waiver: No failure to exercise, delay in exercising or single or partial exercise of any right, power or remedy by any party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.

Section Headings: The headings and captions contained in this Agreement are for convenience only and shall not be considered in interpreting the provisions hereof.

Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. No promises, covenants, representations or warranties of any kind have been made to induce either party to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WALLEYE WEEKEND, INC.

EXHIBITOR: _____

By: _____

By: _____

Its: _____

Its: _____