

Mucklewain
A Southern American Rock Festival
September 28 – 29, 2007
Pinewood, TN

Thanks for your interest in becoming a commercial vendor at Mucklewain 2007!

PLEASE READ CAREFULLY.

PLEASE SEE BELOW FOR COMMERCIAL VENDOR APPLICATION AND INFORMATION.

PLEASE FAX THE COMPLETED AND SIGNED AGREEMENT AND APPLICATION TO: **Lee Ann Gibbons @ (615) 256-9060**

SOUVENIR/FOOD COMMERCIAL VENDOR AGREEMENT

PLEASE READ, INITIAL WHERE INDICATED, SIGN AND RETURN COMPLETE PACKET TO THE MUCKLEWAIN OFFICE.

This Agreement entered into this _____ day of _____, 2007 by and between STIR CRAZY PROMOTIONS, LLC dba MUCKLEWAIN herein after referred to as "Grantor", and _____ hereinafter referred to as "Exhibitor."

For and in consideration of the mutual covenants herein contained and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged by Grantor and Exhibitor do hereby agree as follows:

1. **SITE AND DATE:** Exhibitor shall have the right to provide the goods and/or services set forth below at MUCKLEWAIN, to be held in Pinewood, Tennessee, on September 28 and 29, 2007 hereinafter referred to as "THE EVENT".
2. **SELECTION PROCESS:** All Exhibitor applications must be received/postmarked by September 15, 2007. Selection of Exhibitors will be based on Creativity, Originality, Attractiveness of Booth, Appropriateness to Event, Balanced Variety of Product or Service and Space/Power Availability. Applicants will be contacted by a representative of MUCKLEWAIN to discuss fees and other information promptly upon receipt of application package. All applicants will receive our decision no later than September 15, 2007. MUCKLEWAIN is a rain or shine event

and refunds cannot be given because of inclement weather. PAST PARTICIPATION DOES NOT GUARANTEE ACCEPTANCE. The Grantor reserves the right to refuse any vendor. All merchandise sold must be the same as those presented to The Grantor. Exhibitors found selling non-approved items or approved items sold at a price other than indicated on the acknowledgement form will be asked to cease operations, will be removed from the site, and will NOT have their fees refunded. Upon acceptance, the Exhibitor's certified check will be deposited into The Grantor's account. NO REFUNDS WILL BE GIVEN TO ACCEPTED EXHIBITORS.

3. **PAYMENTS:** Fees for Exhibitors are variable. Fees are non-refundable and non-transferable. No personal checks accepted. Must be cash, cashier's check or certified check. Fees are "per location" and include the following:

One (1) ground space in high traffic area

One (1) vehicle parking pass

Two (2) vendor passes for Friday and two (2) vendor passes for Saturday (Extra passes are available for \$30.)

4. **HOLD HARMLESS AND RELEASE OF LIABILITY:** The Exhibitor, including all of its owners, agents, employees or assigns, hereby releases and waives any and all claims for personal injury, product liability, theft, breakage, or other Damage, against STIR CRAZY PROMOTIONS, LLC dba MUCKLEWAIN, or the Owner of the festival site, its agents, contractors, successors and assigns, from or otherwise pertaining to the space and equipment rental hereunder, and Exhibitors expressly assume the risk of rain, wind, lightning and other weather-related elements on the days of the Event. STIR CRAZY PROMOTIONS, LLC expressly disclaims any obligation or representation related to the number of persons to be attending the Festival, or the revenue to be derived there from.

5. **GENERAL CONDITIONS:**

- a. **Check-in and Hours of Operation:** Vendor registration will be held on Friday, September 28, from 9 a.m. until 2 p.m., unless notified differently. The Grantor asks the Exhibitor be set up no later than 5 p.m. on Friday, September 28, with gates opening at 5:00 p.m. on Friday, September 28, 2007, and continue to operate during the following hours:

***Friday, September 28, 2007, 5:00 p.m. - 12:00 am and;
Saturday, September 29, 2007, 12:00 p.m. - 12:00 am***

All vendors must remain open until 11:00 pm both nights of the Event.

- b. **Site Set-up:** The location assigned is final and we appreciate your cooperation. Each Exhibitor space will be marked-off according to the footage paid for on the application. There will be NO extra footage available so please verify that your booth size is accurate on the application. *All exhibitors must provide a canopy, tarp, plastic or other type of overhead cover. Vendors must provide their own table and all other materials used to make an attractive booth display.*

If your equipment does not fit within the space you reserve, you will be asked to remove it and your booth fee will not be refunded. Exhibitors may not operate out of a vehicle or a trailer. Vehicles must be moved immediately after unloading. Vehicles are not allowed on site until the festival is over on Saturday at approximately midnight. Do not block designated fire lanes with vehicles/trailers while loading/unloading. Any other loading and unloading must be done after The Event closes. Absolutely NO CAMPING is allowed in the Vendor Area. Pets are not allowed on the festival site.

- c. **Sales Tax:** All exhibitors are responsible for paying Tennessee State Sales Tax (10%).
- d. **Operations:** The operations and conduct of Exhibitor during The Event shall be subject to the approval of the Grantor. Any noncompliance may result in the Exhibitor being asked to cease operations at The Event.
- e. **Exclusivity:** The Grantor reserves the right to grant exclusive rights to any product sales as deemed appropriate by the Event.
- f. **Restrictions:** Exhibitors are not permitted to sell drug paraphernalia, knives, weapons and illegal items. Only pre-approved giveaway promotional items may be distributed. Exhibitors may distribute promotional items only within their assigned spaces. Exhibitors may not promote third party sponsors through banners, literature or giveaways. The operation of public address systems, amplifiers, and musical instruments must be approved by The Grantor prior to the event.
- g. **Employees:** The Grantor shall provide the Exhibitor with two passes on Friday and two passes on Saturday to allow entrance into the Event. Exhibitors are provided the opportunity to buy additional passes for employees with the application. The Exhibitor is solely responsible for their passes. Lost or misplaced passes will not be replaced by The Grantor. Employees seeking to enter The Event without a pass will be directed to the ticket gate, and will be required to purchase a ticket to

gain entrance in The Event. Exhibitors do not have the right to give passes to non-employees. Exhibitors caught doing so may be asked to forfeit their booth and cease operations at The Event.

- h. **Golf Cart Usage:** Exhibitors, who provide and require the usage of golf carts on-site, will only be able to use this mode of transportation BEFORE and AFTER event hours. We require that all golf carts be driven at a safe speed and operated by persons with a valid driver's license. Noncompliance may result in being forced to cease operation of their booth.
- i. **Cleanliness:** Exhibitor's operations at The Event shall be, at all times, conducted in a clean and orderly and legitimate manner in accordance with existing ordinances and laws. Exhibitors are responsible for containing and removing any trash generated by the operation of booth.
- j. **Insurance:** Upon acceptance, and upon request, Exhibitors must submit a Certificate of Insurance carrying at least \$1,000,000 for bodily injury and property damage from a reputable insurance carrier and listing STIR CRAZY PROMOTIONS, LLC as an additional insured.
- k. **Electric Power:** The Grantor will provide 120 -watts of power for the booth space. If any additional electricity is needed the Exhibitor may be charged an additional fee. Any use of a generator must have prior permission. All electrical connections and equipment must be in good repair and properly grounded and polarized.
- l. **Fire Hazards:** If the exhibitor prepares food or conducts any activity that may be a fire hazard, a working fire extinguisher must be in booth.
- m. **License:** Exhibitors are required to acquire any and all necessary vendor licenses and food handler permits. MUCKLEWAIN will not be providing licenses, license applications or permit applications.
- n. **Subletting of Space:** Exhibitor does not have the right to sublet any space without the prior written consent from the Grantor.
- o. **Security:** Festival security will be provided (including overnight security); however, MUCKLEWAIN is not responsible for damaged, lost or stolen merchandise.
- p. **Check-out:** The festival is not over until midnight or later on Saturday night due to longer running stage acts. Vendor vehicles will not be allowed on site until 6 am, Sunday September 30, 2007, or until the Grantor deems it safe to allow access of vehicles on site. All Exhibitors must have their area clean, packed, loaded, and off The Event site by 12 p.m., September 30, 2007. Exhibitors may be charged a penalty if they remain on site past the deadline.

STIR CRAZY PROMOTIONS, LLC offices are located at 915 Bradford Avenue, Nashville, TN 37204. MUCKLEWAIN is owned, managed and produced by STIR CRAZY PROMOTIONS, LLC. All production rights are reserved.

Refer all questions to the STIR CRAZY office at (615) 383-8590 or by our e-mail address: jchitwood44@hotmail.com.

I acknowledge having read the above rules and regulation. I understand their importance and know that failure to comply with these rules may result in the removal of my booth and my future involvement with The Event.

AGREED AND EXECUTED by:

GRANTOR:

STIR CRAZY PROMOTIONS, LLC dba MUCKLEWAIN, A Southern American Rock Festival

By: _____
Joie Todd Kerns, Managing Agent

Date: _____

EXHIBITOR:

By: _____

Date: _____