Roots & Rhythms Festival
Event Management Consultants, LLC
600 S. 5th Street
Lebanon, OR 97355

Roots & Rhythms Festival Contract

Entered into on this _____day of _____, 2011 between Roots & Rhythms Festival (hereinafter referred to as Contractor) and Organization/Business/Individual (hereinafter referred to as Contractee/Vendor/Exhibitor).

Contractee/Vendor/Exhibitor _____
Contact Person _____ Phone (____) _____
Street _____ Email _____
City _____State ____ Zip _____ Web Site _____

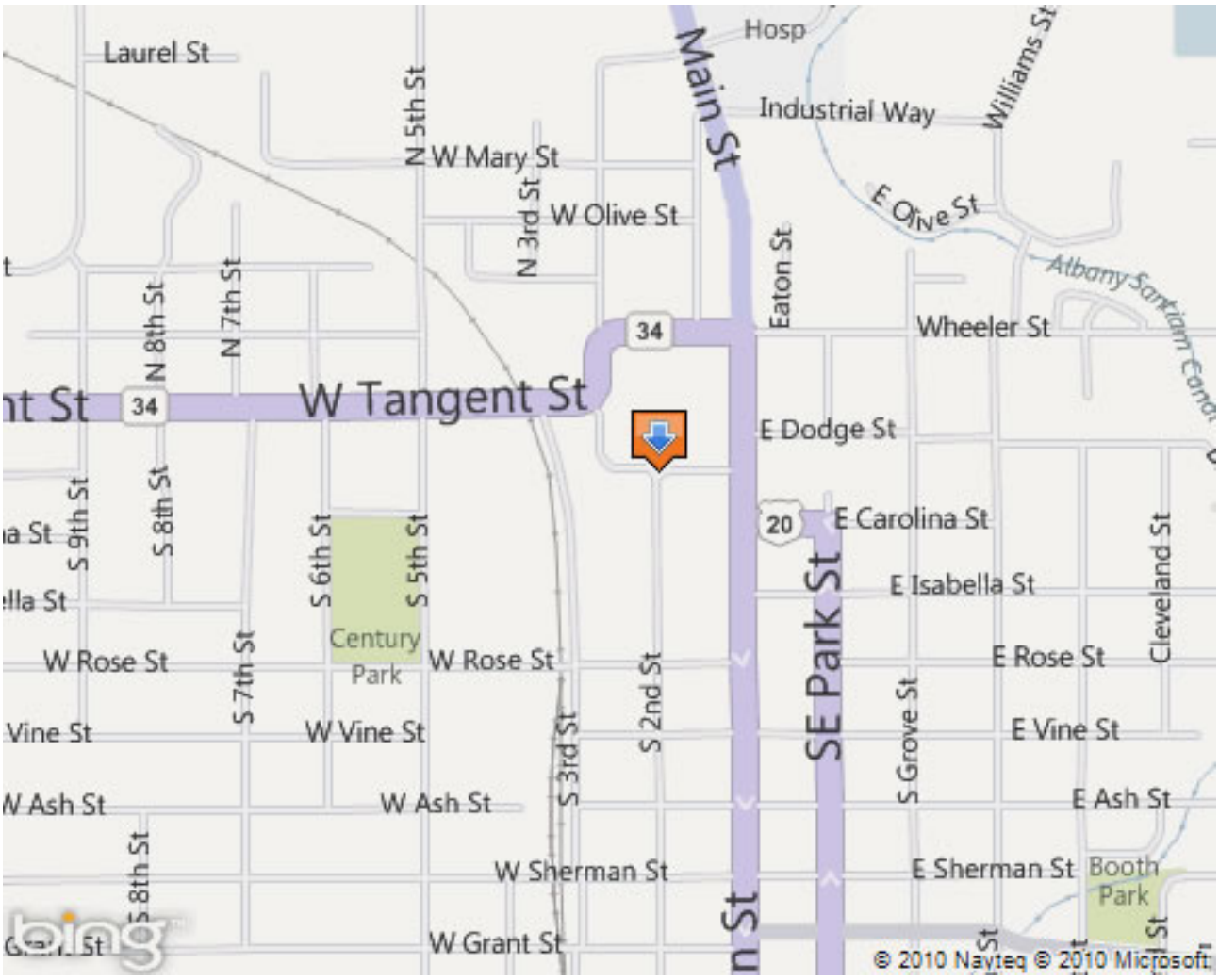
Contractor and Contractee/Vendor/Exhibitor agree as follows: For the total fee as calculated herein, Contractee/Vendor/Exhibitor shall provide goods and services as specified in this contract for the duration of Roots & Rhythms Festival, September 9th & 10th of 2011. For the total consideration of $250, Contractee/Vendor/Exhibitor shall:

a) Provide Contractor with proof of Liquor Liability Insurance naming Maude Kerns Art Center & Event Management Consultants as additional insured
b) Make application for and provide proof of OLCC application and authority to operate at Roots & Rhythms Festival
c) Be provided by Contractor a Canopy Space, one – 8' table, and two chairs
d) Be provided by Contractor Alcohol Monitors and security during Festival
e) Provide an inclusive list of products/goods to be sold and their pricing

(Contractee/Vendor/Exhibitor shall equip booth/s with approved fire extinguisher (multipurpose 2A 10BC minimum rating). Contractee/Vendor/Exhibitor, Agents, and Employees of named Contractee/Vendor/Exhibitor to hold harmless Contractor, City of Eugene, Agents, Employees, Citizen Volunteers, Sub-Contractors and all others for any misfeasance, theft or damage as a result of participation in Festival, and any and all other cause beyond their control. All Contractee/Vendor/Exhibitors are to provide their own interior and exterior lighting (not to exceed 75 watts), and screen from public view outside equipment and supplies.

Absolutely NO DRUG OR ALCOHOL consumption permitted by Contractee/Vendor/Exhibitor, Agents or Employees during working hours. ***No early booth removal permitted at any time.*** Contractee/Vendor/Exhibitor will be sent a move-in schedule and space location during the week prior to the Festival. In return, Contractor agrees to provide the above named Contractee/Vendor/Exhibitor with vending space as outlined above for fees and or commissions named herein. This contract is non transferable, terms non negotiable. The Festival may accept or deny this contract and return fees at their discretion for products or service choices deemed not suitable to Roots & Rhythms Festival's overall theme or deemed not qualifying as presented. **Fees are due and payable upon submission of this contract in the form of check made payable to Event Management Consultants (all returned or NSF checks will be assessed a $25 fee), cashier's check or money order no later than July 1, 2011. All booths shall be occupied and open for business no later than show opening (booth hours are Friday 11:00A to 9:30P and Saturday 11:00A to 9:30P) or booth may be forfeited without refund.**

Signed _____ Signed _____
Contractor Authorized Representative Contractee/Vendor/Exhibitor Authorized Representative

Roots & Rhythms Festival 2011 Winery Contract – page 2

1) All booths will meet the appearance standards people have come to expect at the Festival. This means tables will be covered and draped on the sides exposed to the public and boxes will be covered or stored out of sight. Signage will be in good taste and will be constrained to the assigned booth area. No sale signs are permitted.
2) ***All booth areas are pre-assigned; activities and materials must remain within the assigned booth area.***
3) <u>All booths</u> will operate during the designated Festival hours and as such must have personnel during the designated hours.
4) Food (personal meals or snacks) should be present in a discretionary manner.
5) Booths where personnel cause dissension, disregard Festival rules, or show uncivil or unbecoming behavior toward the public will not be invited back to the Festival.
6) Respective deadlines for jurying, insurance certificate submission, menu submission or such other deadlines as required for your respective booth must be met, or your space will be forfeited.
7) All deposits, once accepted, are non-refundable.
8) NSF checks and/or not being set up by the required time on the day you are to open will result in forfeiture of space.
9) Boomboxes and other music not specifically approved by the Festival Entertainment Coordinator are not allowed.
10) Because we serve the public, personal appearance is important and will be jury criteria for returning booths.
11) Smoking is not allowed in booth areas.
12) All booth operators must park in designated vendor parking areas.
13) All vehicles must be out of the venue **1** hour prior to opening each day. This guideline applies to activity participants as well. The only exception is load out for the Main Stage.
14) All booths requiring lighting must provide their own 40 watt fluorescent lamp and a 50' 14 gauge extension cord.