

Brat Fest Exhibitor Policies

1. **Purpose.** Exhibitor shall provide the activities and services as specified on the attached Exhibit A (the “Exhibition”) at the 2025 Brat Fest at Willow Island at the Alliant Energy Center in Madison, Wisconsin. The 2025 Brat Fest, scheduled for operation from May 23, 2025, to May 25, 2025 (inclusive), is referred to as the “Festival.”

The Festival is a charitable community festival designed to enhance the Greater Madison area through the engagement of local, regional and national talent and vendors 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 messages or statements. A failure to comply with this standard can result in immediate termination of this Agreement by Brat Fest.

2. Location, Dates & Time

The location and area which the Exhibition will occupy shall be at a portion of the Festival site designated by Brat Fest at Willow Island at the Alliant Energy Center in Madison, Wisconsin.

The Exhibition shall run from May 23, 2025 through May 25, 2025. The following are the specific times and dates during which the Exhibition will operate at the Festival:

Hours of Operation

Exhibitor agrees to continuously operate its booth during the following hours: **Friday May 23 to Sunday May 25, 10:00 AM-9:00 PM.** The Exhibition may not operate before or after those times. Hours for Exhibitor is to be determined by the Exhibitor. However, Brat Fest suggests 10 AM –7 PM.

Fees

\$2500 per 10x10 space on Willow Island

- 10x10 booth space
- Promotional listing
- Signage in VIP Tent
- Listed on website with link
- VIP Passes

3. **Termination/Extension of Agreement.** This Agreement shall remain in effect through the completion of the undertakings contemplated herein, subject to Brat Fest'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 other than Pursuant to Vendor Agreement.** If Exhibitor wishes to distribute or sell any products or services at Brat Fest, Exhibitor must complete a Vendor application, which may be approved or disapproved by Brat Fest in its sole discretion. The sale or distribution of any products or services will be governed by the terms of the Vendor Agreement
5. **Designated Location Brat Fest will provide the location for the Exhibition.** Brat Fest 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 Brat Fest in its sole discretion deems, immoral, illegal, inappropriate, unsafe, unlicensed, or otherwise objectionable. Brat Fest officials listed below shall have the authority to immediately close any Exhibition or activity that Brat Fest deems objectionable. These officials include: Tim Metcalfe, Kevin Metcalfe, Jeff Schroeter and Eric Salzwedel.

Attire. Exhibitor shall require all 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 2 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 Brat Fest 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 Brat Fest. 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 Brat Fest representatives.

Electrical Power. Exhibitor will notify Brat Fest of any needs of power. An additional charge will be added for any electric use. Quiet generators may be used if approved by Brat Fest.

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 Brat Fest 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 Brat Fest closing the Exhibition for the remainder of the Festival, and Brat Fest shall incur no liability to Exhibitor should it do so.

7. Indemnity. Both during and after this Agreement, Exhibitor shall indemnify and hold harmless Brat Fest, Metcalfe's Market, Inc. and Metcalfe Inc. and its and their respective officers, directors, shareholders, members, managers, 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 comprehensive commercial liability insurance insuring Brat Fest'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 personal injury liability, bodily injury liability and property damage liability of not less than **One Million Dollars (\$1,000,000.00)** per occurrence and **Two Million Dollars (\$2,000,000.00)** 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. Brat Fest must be endorsed as an additional insured on such policy. Exhibitor shall provide Brat Fest with current Certificates of Insurance evidencing Exhibitor's compliance with this Paragraph by May 16, 2024. Violation of this paragraph shall be grounds for Brat Fest closing the Exhibition, and Brat Fest 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 Madison, 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: Brat Fest 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. Brat Fest 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 Brat Fest.

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 Brat Fest 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.