

Brat Fest Vendor Policies

These Vendor Policies are hereby incorporated into the Brat Fest Vendor Application (the "Application"). If the Application is approved by Brat Fest, Inc. ("Brat Fest"), which approval may be given or withheld in Brat Fest's sole discretion, it shall constitute a valid and binding contract between Vendor and Brat Fest. The accepted Application and these Vendor Policies are collectively referred to as the "Agreement." Brat Fest, scheduled for operation from May 23, 2025 to May 25, 2025 (inclusive), is referred to as the "Festival." Vendor's right to use the booth or booths at the Festival as described herein is contingent upon Brat Fest's acceptance of Vendor's application, and Vendor's payment in full of all sums set forth in the Application. All sums paid by Vendor are non-refundable.

Booth Rental

Vendor's booth will be in an area of the Festival grounds with booths operated by other vendors/exhibitors. The location of Vendor's booth will be determined by Brat Fest. As used herein, "booth" means a 10 foot by 10 foot designated space on the Festival grounds.

Booths must be professional, clean and presentable at all times. All booths must be kept reasonably clean and clear of clutter. Booths may not be constructed of pieced-together fencing or boards. Vendor is solely responsible for the delivery, assembly and disassembly of all tables, tents, when permitted, and other apparatus in its booth. Vendor must weigh down tents used in its booth with appropriate sand bags or water barrels.

Vendor's right under this Agreement to use of any allocated booth(s) is non-transferable. Booth space may not be subleased or combined with a business other than the business specifically identified in the Application (this includes other operating businesses owned by the same entity identified in the Application but operating under a different name).

Booths space is provided "as-is." Electricity, water and tables are provided on an as-is, as-available basis at the rates set forth in the Application.

Vendor must keep its merchandise, signage, inventory, tables, tents and any other materials or property within the allotted boundaries of Vendor's booth. Any property or materials placed outside of Vendor's booth may be confiscated by Brat Fest.

Water

There are a limited number of areas with running potable water available. If Vendor requires Brat Fest to provide running potable water, Vendor must specify the same in the Application. Brat Fest cannot guarantee the availability of running potable water to Vendor. Please plan accordingly.

Electrical

There is limited access to electricity for vendors. If vendor requires Brat Fest to provide electricity, Vendor must specify the same in the Application. Brat Fest cannot guarantee the availability of electric service to Vendor. Please plan accordingly.

Items to be Sold

Only those items identified in the Application as approved are allowed to be sold or exhibited. Any such items may only be sold at the prices set forth in the Application. Vendor may not give away any items except as may be specifically identified in the Application. Vendor may not make any changes to the items or pricing without Brat Fest's prior written approval, which Brat Fest may grant or deny in its sole discretion. Brat Fest reserves the right to limit the number of vendors selling or exhibiting certain items to encourage diversity.

Vendor may not advertise or promote using the name, logo or other indicia of the Festival without Brat Fest's prior written approval.

For the avoidance of doubt, if Vendor is not specifically approved to sell food in its booth, then Vendor shall not sell food. Brat Fest has exclusive beverage vendor(s). Accordingly, under no circumstances may beverages be sold by Vendor.

Compliance with Laws

Vendor must comply with all applicable laws, rules and regulations. Without limiting the foregoing, Vendor must obtain and pay for all applicable licenses, and pay all applicable taxes (including without limitation sales taxes). Vendor will furnish Brat Fest with a copy of all applicable licenses promptly upon demand.

Vendor will not sell any counterfeit items, or any items which violate the personal or proprietary rights of any party.

Vendor agrees to make all of its booths available to Brat Fest and governmental agencies for inspection to determine compliance with this Agreement and applicable law.

To the extent Vendor is selling food items, it must obtain a temporary sellers permit from the Madison Health Department.

Vendor shall make its booth accessible to the Madison Health Department for inspection at all times.

If there is any actual or suspected unlawful behavior occurring in Vendor's booth, Brat Fest reserves the right to report it to the proper authorities.

Credentials

Limited credentials to access the Festival will be provided to Vendor's working staff only. The number of credentials will be set by Brat Fest in its sole discretion. The transfer, sale, barter, trading or exchange of these credentials is prohibited. Violation of this policy will result in the violator's ejection from the Festival. All Vendor staff must be properly credentialed while working Vendor's booth.

General Terms

Each vendor needs to submit items intended for sale, including prices at the time of application.

Vendor will not conduct sales in such a manner as to disturb the public or other Festival vendors, or create any condition potentially injurious, hazardous or dangerous to people or property.

Vendor is not permitted to roam the Festival grounds or parking areas to sell products or promote Vendor's business. Vendor is not permitted to place signs, banners, flyers, posters or other materials promoting Vendor's business on the Festival grounds (other than in Vendor's booth) or parking areas. Vendor may not use loudspeakers, strobe lights, loud music or voice or other materials deemed inappropriate by Brat Fest in its sole judgment. Vendor is not permitted to stage live music in its booth.

Vendor may not conduct raffles or lotteries.

Vendor is responsible for providing its own change and start-up money.

Vendor may not bring animals into its booth, or tie any animals to fixtures in its booth.

The Festival is intended to be held RAIN OR SHINE.

Neither Brat Fest nor Alliant Energy Center will accept any liability for Vendor losses due to fire, theft, weather, pests, loss of electricity or any other reason.

Vendor personnel may not be intoxicated or under the influence of alcohol or drugs.

Safety

All extension cords must be taped to the ground.

Other health and safety rules and restrictions, not specifically identified in this Agreement, may be required by Brat Fest and Vendor agrees to comply with the same.

Family Appropriate

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 Vendor'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 will terminate Vendor's rights under this Agreement immediately.

Parking

Vendor will park all of its vehicles in a location designated by Brat Fest. Vendor may not use vehicles to deliver inventory or other materials to or from its booth during the hours in which the Festival is open to the public.

Indemnity

Vendor agrees that all property, supplies, equipment, and merchandise in or around the Vendor's booth shall be at Vendor's sole risk and hazard of Vendor's operation, or those claiming by, through, or under Vendor's management. Vendor agrees to indemnify and hold Brat Fest harmless from any and all liability, damage, expenses, cause of action, suits, claims or judgments arising from injury to persons or property within and on the site of the Festival which arises out of the act, or failure to act, or negligence of Vendor, its guests, employees, staff, volunteers or customers. Vendor hereby accepts these policies and assumes full responsibility for its booth.

Insurance

Proof of insurance must be provided to Brat Fest naming Brat Fest, Inc. as an additional insured by April 23rd, 2025. The policy shall provide minimum coverage of at least One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate. Vendor must also obtain workers' compensation insurance for the duration of the Festival.

Relationship of the Parties

Vendor agrees that Vendor is an independent contractor and not an employee of Brat Fest. Vendor understands that Vendor has no power or authority to assume any obligations, expressed or implied, on behalf of Brat Fest, to bind Brat Fest to any contract or agreement, to make any representation on Brat Fest's behalf or to hold Vendor out as having such power or authority.

Vendor's Obligations

Vendor will be responsible for all costs and expenses incident to its performance under this Agreement, including but not limited to, all costs of equipment used by Vendor, all fees, licenses, bonds or taxes required of or imposed against Vendor, and all other of Vendor's costs of doing business. Vendor will be solely responsible for all forms of compensation and/or wages to Vendor's employees, contractors and representatives, as well as all federal, state, and local taxes, Social Security taxes, medical taxes, unemployment insurance, workers' compensation, employer's liability, state disability insurance, public liability insurance and any other similar employee benefits and/or obligations which may arise from the services such persons provide for Vendor and Brat Fest will not accept any claim from Vendor or Vendor's employees, contractors or representatives for workers' compensation or employer's liability. Vendor agrees to fully indemnify and hold Brat Fest harmless from any and all claims for taxes, workers' compensation, Social Security, FICA, and any other state or federal obligations or benefits which are based in whole or in part on the existence of this Agreement and/or any payments made hereunder, including any such claims made after termination of this Agreement.

Recycling and Garbage

Vendor will place its garbage and recycling in the areas designated by Brat Fest.

Hours of Operation

Vendor agrees to continuously operate its booth during the following hours:

- **Friday, May 23:** 12:00 PM – 7:00 PM
- **Saturday, May 24:** 10:00 AM – 7:00 PM
- **Sunday, May 25:** 10:00 AM – 7:00 PM

Set Up and Teardown

Vendors to set up its booth on the following date and times:

Set-Up: Thursday, May 22, 2025, between 8:00 AM and 7:00 PM

Tear Down: Sunday 7-9 PM & Monday 9 AM-2 PM

Vendor shall not be permitted to teardown Vendor's booth any earlier than 7:00pm on May 25th, 2025. Vendor agrees to remove all of its property from the Festival grounds by Monday, May 26th, 2025 by 12pm. Failure to have all property removed by such time may result in Brat Fest removing the property at Vendor's sole expense. Vendor will leave its booth clean and free of debris. Other load-in and load-out rules, not specifically identified in this Agreement, may be required by Brat Fest and Vendor agrees to comply with the same.

Termination

In the event of Vendor's non-compliance with any of this Agreement, Brat Fest reserves the right to immediately suspend or terminate Vendor's rights under this Agreement and/or to prevent Vendor from participating in future iterations of the Festival. Brat Fest's exercise of such rights shall be in addition to any other rights or remedies Brat Fest has.

Brat Fest reserves the right, without any liability to Vendor, to change the operating hours and dates of the Festival (including without limitation to cancel the Festival) due to inclement weather conditions, events unanticipated by Brat Fest, acts of God, or events in which closing the Festival is warranted in the interest of public safety.

Governing Law

This Agreement will be construed and governed by and under the laws of the State of Wisconsin, without regard to its conflicts of laws principles. All suits regarding claims under this Agreement shall be exclusively filed in a state or federal court in Madison, Wisconsin.

Complete Agreement

This Agreement contains the entire agreement relating to this subject matter and supersedes all prior or contemporaneous agreements, written or oral, between the parties. This Agreement may not be modified except by a written document signed by an authorized representative of each party. The section headings in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement.