

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 (the “Festival”) is a charitable community festival. Vendor’s right to use the booth or booths at the Festival 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 & Safety

Vendor booths will be located within an area of the Festival grounds designated by Brat Fest and shared with other vendors and exhibitors. Booth locations are assigned at Brat Fest’s sole discretion.

As used herein, “booth” means a ten foot by ten foot (10’ x 10’) designated space, unless otherwise approved in writing.

Booths must be professional, clean, and presentable at all times. Booths must be kept reasonably free of clutter and may not be constructed of pieced-together fencing or boards.

Vendor is solely responsible for the delivery, setup, teardown, and removal of all personal items and other materials used in its booth. Note, indoor vendors will have tables and chairs supplied.

Outdoor vendors only: All tents, canopies, and temporary structures must be commercial-grade, weather-safe, and suitable for outdoor festival conditions.

Each tent leg must be secured with a minimum of forty (40) pounds of weight per corner, for a total of one hundred sixty (160) pounds per tent, unless a higher weight requirement is imposed by the venue, fire code, or Brat Fest.

Acceptable weights include purpose-built tent weights, sandbags designed for outdoor use, or solid concrete or metal weights that are securely fastened to the tent frame. Stakes or ground penetration are prohibited.

Vendor’s failure to properly secure tents may result in required corrective action, removal of the tent, or closure of the booth without refund.

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

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

Vendor must keep all merchandise, signage, inventory, tables, tents, and other materials entirely within the boundaries of Vendor's assigned booth. Items placed outside of Vendor's booth may be removed or confiscated by Brat Fest.

Water

Running potable water is available in limited areas. If Vendor requires water service, Vendor must indicate such need in the Application. Brat Fest cannot guarantee availability of water service.

Electrical

Electrical access is limited. Vendors requiring electricity must indicate such need in the Application. Brat Fest cannot guarantee availability of electrical service.

Items to Be Sold

Only items specifically identified and approved in the Application may be sold or exhibited. Items may only be sold at the prices approved in the Application. Vendor may not give away items unless expressly approved in writing.

No changes to approved items or pricing may be made without prior written approval from Brat Fest. Brat Fest reserves the right to limit the number of vendors selling similar items to ensure diversity.

Vendor may not use the Festival's name, logo, or branding without prior written approval.

If Vendor is not approved to sell food, Vendor may not sell food. Brat Fest maintains exclusive beverage vendor rights, and under no circumstances may Vendors sell beverages.

Compliance with Laws

Vendor must comply with all applicable federal, state, and local laws, rules, and regulations, including licensing and tax requirements. Vendor is responsible for obtaining and paying for all required permits and licenses and must provide copies upon request.

Vendor shall not sell counterfeit goods or items that violate intellectual property rights.

Vendor agrees to make its booth available for inspection by Brat Fest or governmental agencies at any time.

Vendors selling food must obtain all required temporary permits and allow health department inspections at all times.

Brat Fest reserves the right to report any suspected unlawful behavior to appropriate authorities.

Credentials

Credentials are provided solely to Vendor's working staff when necessary. The number of credentials is determined by Brat Fest. Credentials may not be transferred, sold, or shared. All staff must display credentials while working.

General Terms

Vendor shall not operate in a manner that disturbs the public, other vendors, or creates unsafe conditions.

Vendors may not roam Festival grounds or parking areas to sell or promote products. Promotional signage is limited to Vendor's booth only.

Use of loudspeakers, strobe lights, amplified sound, or live music is prohibited unless expressly approved. Raffles and lotteries are prohibited.

Vendor is responsible for providing its own change and startup funds.

Animals are not permitted in booths.

The Festival is intended to be held rain or shine.

Neither Brat Fest nor the venue shall be liable for Vendor losses due to fire, theft, weather, power outages, pests, or other causes.

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

Safety

All extension cords must be taped or secured.

Additional safety rules may be imposed by Brat Fest or the venue, and Vendor agrees to comply with all such requirements.

Family-Appropriate Standards

All Vendor activities must be family-friendly and free from inappropriate language, behavior, or political messaging. Violation of this standard will result in immediate termination of Vendor's rights under this Agreement.

Parking

Vendor vehicles must be parked in designated areas. Vehicles may not be used to deliver inventory during public Festival hours.

Indemnification

Vendor assumes all risk for its booth, property, staff, and customers and agrees to indemnify and hold harmless Brat Fest from all claims arising out of Vendor's participation.

Insurance

Vendor must provide proof of insurance naming **Brat Fest, Inc. as an additional insured** by the deadline specified by Brat Fest. Coverage must include:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

Relationship of the Parties

Vendor is an independent contractor and has no authority to bind Brat Fest.

Vendor Obligations

Vendor is responsible for all costs, wages, taxes, insurance, and obligations related to its business and agrees to indemnify Brat Fest from all related claims.

Recycling and Garbage

Vendor must dispose of trash and recycling in designated areas.

Hours of Operation

Vendor agrees to operate its booth during Festival hours as designated annually by Brat Fest.

Set-Up and Tearown

Vendor must set up and tear down during times designated by Brat Fest. Early teardown is prohibited without written approval. Vendor must remove all property by the designated deadline or risk removal at Vendor's expense.

Termination

Brat Fest may suspend or terminate Vendor participation for non-compliance and may restrict future participation.

Brat Fest reserves the right to change Festival hours or cancel the Festival due to weather, safety concerns, or circumstances beyond its control without liability.

Governing Law

This Agreement shall be governed by the laws of the State of Wisconsin, with venue in Madison, Wisconsin.

Complete Agreement

This Agreement constitutes the entire agreement between the parties and may only be modified in writing. Section headings are for convenience only.