

Brat Fest Exhibitor Policy

1. Purpose

Exhibitor shall provide the activities and services as specified on the attached Exhibit A (the “Exhibition”) at Brat Fest (the “Festival”) at Willow Island at the Alliant Energy Center in Madison, Wisconsin.

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 Exhibitor activities in connection with the Festival must be family-friendly and free from inappropriate language, improper behavior, or political messages or statements. Failure to comply with this standard may result in immediate termination of this Agreement by Brat Fest.

2. Location, Dates & Time

Location

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

Dates & Hours of Operation

The Exhibition shall operate during the Festival on dates and during hours designated by Brat Fest. Exhibitor agrees to continuously operate its booth during the official Festival hours as communicated in advance. The Exhibition may not operate before or after those designated times.

Brat Fest may provide suggested hours of operation; however, final operating decisions within Festival hours remain the responsibility of the Exhibitor.

Fees

\$2500 per 10x10 space on Willow Island:

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

All fees are subject to change and must be agreed to in writing.

3. Termination / Extension of Agreement

This Agreement shall remain in effect through completion of the obligations contemplated herein, subject to Brat Fest's right to terminate for breach by Exhibitor. Insurance, indemnification, accounting obligations, and general provisions shall survive termination or expiration.

4. No Sales Other Than Pursuant to Exhibitor Agreement

If Exhibitor wishes to distribute or sell any products or services at Brat Fest, Exhibitor must complete an Exhibitor Application, which may be approved or denied at Brat Fest's sole discretion. Any approved sales or distributions shall be governed by the terms of the Exhibitor Agreement.

5. Designated Location

Brat Fest will designate and provide the location for the Exhibition.

6. Exhibitor Responsibilities

Conduct Consistent with a Family-Friendly Festival

Exhibitor shall not conduct activities or provide products or services that are, or which Brat Fest deems in its sole discretion to be, immoral, illegal, inappropriate, unsafe, unlicensed, or otherwise objectionable. Authorized Brat Fest officials may immediately close any Exhibition or activity deemed objectionable.

Attire

All Exhibitor employees and representatives must be professionally and modestly dressed in a standardized uniform and conduct themselves in a manner consistent with a family-friendly environment. Shirts must be worn at all times, including during setup and teardown.

Alcohol, Tobacco & Drug Use

Exhibitor shall ensure that no employees or representatives use or are under the influence of alcohol or illegal drugs while working. Smoking is not permitted while working at the Exhibition.

Music & Sound

Exhibitor shall not play music, sounds, or announcements deemed objectionable by Brat Fest in content or volume. Upon first notice, Exhibitor must immediately adjust or cease sound. Continued violations may result in closure of the Exhibition for the remainder of the Festival.

Electrical Power

Exhibitor must notify Brat Fest of any power needs in advance. Additional fees may apply. Quiet generators may be used only with prior approval from Brat Fest.

Trash & Cleanup

Exhibitor is responsible for garbage collection within its Exhibition area and must restore the space to its original condition upon conclusion of the Festival, including removal of all refuse and debris.

Tents and Safety

Exhibitor shall comply with all applicable safety standards and regulations and provide Brat Fest with documentation demonstrating compliance, including inspection forms when required.

All tents, canopies, and temporary structures used by the Exhibitor 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 venue, fire code, or Brat Fest.

Weights must be solid, purpose-built tent weights (e.g., sandbags designed for outdoor use, concrete or metal weights) and must be safely attached to the tent frame. Stakes or ground penetration are not permitted unless expressly approved by Brat Fest and the venue.

Brat Fest reserves the right to require additional weighting, modifications, or removal of any tent or structure deemed unsafe due to weather conditions, improper installation, or insufficient anchoring.

Compliance with Laws

Exhibitor shall operate in compliance with all applicable federal, state, and local laws, rules, and ordinances, including workers' compensation and employer liability insurance requirements. Any violation may result in closure of the Exhibition without liability to Brat Fest.

7. Indemnification

Exhibitor shall indemnify and hold harmless Brat Fest, Metcalfe's Market, Inc., Metcalfe Inc., and their respective officers, directors, shareholders, members, managers, agents, and employees from any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of Exhibitor's participation in the Festival.

8. Insurance

Exhibitor shall maintain, at its sole expense, comprehensive commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, covering personal injury, bodily injury, death, and property damage arising from Exhibitor's operations. Coverage must include setup, operation, teardown, and cleanup.

Brat Fest must be named as an additional insured. Certificates of Insurance must be provided by a deadline specified by Brat Fest. Failure to comply may result in closure of the Exhibition without liability to Brat Fest.

9. General Provisions

- Governing Law & Venue: Wisconsin law; venue in Madison, Wisconsin
- Modifications: Must be in writing and signed by the parties
- Severability: Invalid provisions do not affect remaining provisions
- Notices: Must be in writing and delivered by hand, courier, or certified mail
- Force Majeure & 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: No assignment without written consent
- Independent Contractors: No partnership or agency relationship
- No Waiver: Failure to enforce does not constitute waiver
- Headings: For convenience only
- Entire Agreement: Supersedes all prior agreements or representations