

VENDOR/ EXHIBITOR APPLICATION/CONTRACT
Oktoberfest I 2009



Oktoberfest I - Oct. 3 & 4, 2009

Inside: # of booths: ___ @ \$195 = \$ _____
(limited number of inside booths available)

Outside: # of booths: ___ @ \$150 = \$ _____
(vendor provides tent)

Table & Chair Requests (no fee)

Tables: ___ (6' x 36")

Chairs: ___

Electric per booth per weekend:

120v, 500 watt: Included

Table & chairs available for inside booths only.

Limited electricity available.

Electricity requested: Yes No

Application Deadline: September 1, 2009

Checklist - Please include:

- Application/Contract
- Vendor Fee
- Photocopy of Sales Tax Certificate
- Pictures or Slide (or reference website)

Description of items offered for sale (please do not state "Same as last year"): _____

Name of Company: _____

Contact Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone Number (daytime): _____ Cell: _____

E-mail: _____ Website: _____

Incorporated: Yes No NYS Sales Tax ID# _____ (required)

Payment in full due with application: Check Money Order CC Amount due: \$ _____

Credit Card #: _____ Exp. Date: _____ CCV#: _____

Authorized Signature: _____ Date: _____

PLEASE READ AND SIGN REVERSE

This agreement made this _____ day of _____, 2009, between Hunter Mountain Festivals, Ltd., herein referred to as "Management" and _____, herein referred to as "Concessionaire" for exhibition space for the Oktoberfest, to be held on October 3 & 4, 2009.

RULES AND REGULATIONS

All products or items will be sold from contracted space only. No additions to product list will be permitted. No Concessionaire shall have an exclusive on any product.

New York State Sales Tax -

Concessionaires must possess a valid NYS Sales Tax ID Number. He/she must provide Management with a photocopy of a current permit issued by the NYS Tax Bureau. Application will not be accepted without this certificate. Concessionaire is solely responsible for payment of sales and any other applicable taxes.

Insurance -

Concessionaire will indemnify and hold harmless Hunter Mountain Festivals, Ltd. and Hunter Mountain Base Lodge, Inc., from all claims arising from any act or omission of the Concessionaire.

1) PAYMENT OF RENTAL FEE -

- a) All contracts must be submitted on or before deadline date.
- b) Payment in full due with application.
- c) Payment will only be accepted as per contract. Partial payment will not be accepted.
- d) There will be a minimum charge of \$100 per space for any cancellation of contract for any reason. This will be deducted from the fee returned.
- e) Space will be assigned when payment is received in full.

2) HOURS / SETUP TIMES -

- a) Concessionaire will have exhibit in order at least one hour prior to festival opening each day. Concessionaire may begin setup on the Friday prior to the festival between 8am and 6pm or Saturday morning starting at 7am.
- b) Concessionaire will not begin to break down exhibit until closing on the last day of festival.
- c) Concessionaire will be open from event opening to closing every day of the festival regardless of the weather. Any deviation from posted hours shall be approved by the Management only.
- d) Concessionaire will be permitted to have their vehicles and delivery vehicles on the festival grounds to replace or remove anything from their location until one hour prior to gate opening, and after that time must have their vehicles in the regular parking area. This will be strictly enforced.

3) BOOTH SPACE - 10' x 10'

- a) All items must be neatly displayed and within the booth boundaries.
- b) Outside: concessionaire supplies own tent. Any tent over size limit must be ordered as additional booth or booths. Concessionaire is responsible to adequately anchor or brace tent to withstand wind and weather. Absolutely no in-ground stakes are permitted to secure tent.
- c) Inside: spaces are 10' x 10' or a variation of 100 sq. ft. depending on actual location. Any needs over that amount must be ordered as additional booth or booths.

4) ADMISSIONS -

- a) No exhibitor passes required. No admission fee for this festival.

5) DECORATIONS -

- a) Concessionaire shall be responsible for furnishing all decorations, materials, and attractive signs for exhibition of products.
- b) All displays will be free standing.
- c) Table displays will be covered and decorative.
- d) Any side partitions must be 4 feet or under in height.
- e) Any backdrop must be under 7 feet in height.
- f) Space will be returned to the condition in which it was found prior to the event.
- g) The Concessionaire and his employees must be dressed in clean, neat attire, or in keeping with the theme of the festival.

6) SOUND SYSTEMS -

- a) Sound systems can only be used if authorized in writing by MANAGEMENT.

7) SUBLETTING / ASSIGNMENT -

- a) Subletting and assignment are strictly prohibited.

8) PETS -

- a) Pets will not be permitted on the grounds. This will be strictly enforced.

9) ELECTRICITY

- a) Limited electricity available on a first-come, first-served basis when payment is received in full.
- b) No hot plates or cooking will be permitted in the exhibit area unless you have a food concession or have written permission from MANAGEMENT.

10) MISCELLANEOUS -

- a) MANAGEMENT reserves the right to remove any literature or merchandise which is on display, or for sale, which it feels is not in keeping with the best interest of the festival and/or patrons. This includes literature or articles that are considered by MANAGEMENT to be in poor taste and/or offensive to the general public.
- b) Failure to comply with any of the terms of this agreement could cause the Concessionaire to be expelled from the festival grounds with no refund of rental fee.
- c) This agreement cannot be canceled except by MANAGEMENT.

11) TRASH DISPOSAL -

- a) Cardboard boxes must be flattened, stacked and tied each night and placed in front of your booth for collection.
- b) Garbage and refuse must be bagged and tied each night and placed in front of your booth for collection.
- c) Please leave your booth as you found it. A \$50 cleanup fee will be assessed if it is necessary for Hunter Mountain Ski Bowl to clean your booth area.

12) VEHICLES -

- a) All vehicles must be removed from the festival grounds by 9am on Saturday and 9am on Sunday.
- b) No vehicles will be permitted on the festival grounds for break-down until pedestrian traffic has ceased.
- c) NO VENDOR PARKING INSIDE THE GATE. NO EXCEPTIONS.

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| <p>FESTIVAL HOURS Saturday: 11am to 6pm Sunday: 11am to 6pm</p> |
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Please read, sign and return this contract with payment to:
HUNTER MOUNTAIN FESTIVALS, LTD.
PO Box 295, Hunter, NY 12442

518-263-4223 x 2221
FAX: 518-263-3704
Email: DPickett@HunterMtn.com

Authorized Signature (Concessionaire): _____ Title: _____ Date: _____

ACCEPTED BY: _____ Date: _____
Hunter Mountain Festivals, Ltd.