

2010 Carolina 'Shine Fest Vendor Application

Name (Renter of Space) _____

Vendor Type (Check one) _____ Merchandise _____ Food _____ Arts & Crafts _____

Non-Food Vendor Space Size (Check one) _____ 10' x 10' (\$100) _____ 10' x 20' (\$150) _____ 10' x 30' (\$200) _____ Other (Quote) _____

Food Vendor _____ Entrees (\$700) _____ Desserts Only (\$250) _____ Other (Quote) _____

Contact Person _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

Email _____

Make check payable to AKA Entertainment & Media and mail it along with completed form to: AKA Entertainment & Media 518 S. Elm Street Greensboro, NC 27406

I/We acknowledge having read and agree to abide by all of the 2010 Carolina 'Shine Fest contractual terms.

Authorized Agent _____ Date: _____

1. Application: Applications will not be processed or approved without the required payment.
2010 Carolina Moonshine Festival Vendor Contractual Terms.

2. Cancellation By Renter of space: The cancellation of a reserved festival space by the renter of space must be in writing and received by the June 30, 2010. In such event, the 2010 Carolina 'Shine Fest shall refund any monies received if, and only if, the 2010 Carolina 'Shine Fest can rent that festival space to another renter of space and all other festival spaces are sold out. If the renter of space does not occupy the space upon the opening of the festival, the 2010 Carolina 'Shine Fest shall have the right to use the festival space in such a manner as it may deem in the festival's best interest.

3. Force Majeure: In: case of cancellation of the festival or unavailability of the festival space for the specified use due to war, governmental action or order, acts of God, fire, strikes, labor disputes, or any other causes beyond the 2010 Carolina 'Shine Fest's control, this fagreement shall terminate, and the renter of space forfeits their entry fee. In case of cancellation by the 2010 Carolina 'Shine Fest for any reason within it's control or a change in the date or the location of the event, which is unsatisfactory to the renter of space, the renter of space shall be entitled to a return of all sums paid for the festival space. Refund of rental fees, as provided for in this section, shall be the exclusive remedy of the renter of space against the 2010 Carolina 'Shine Fest in case of canceled or rescheduled or if the festival space is unavailable for use. In case of damage to the renter of space's property due to war, governmental action or order, acts of God, fire, strikes, labor disputes, or any other causes beyond the 2010 Carolina 'Shine Fest's control, the renter of space expressly waives liability of the 2010 Carolina 'Shine Fest from all claims for the damage.

4. Sales To The Public: Renter of space may NOT make beverages a part of the offer to patrons unless authorized by the 2010 Carolina 'Shine Fest. Renter of space may sell food subject to the approval of the 2010 Carolina 'Shine Fest. Renter of space may sell clothing and other promotional items if and only if they identify the renter of space's establishment only. Renter of space must NOT sell items for others or place signage for corporate sponsors (other than space renter) within their booths.

5. Governing Laws: This agreement shall, in all respects be governed by the laws of the State of North Carolina.

6. Rules and Regulations: If the renter of space violates the Contract Rules and Regulations, then this contract may be terminated. In the event of a default by the renter of space, the renter of space shall forfeit as liquidated damages the amount paid by them for, their festival space, regardless of whether or not the 2010 Carolina 'Shine Fest enters into a further lease of the festival space.

7. Space assignments: 2010 Carolina 'Shine Fest will make festival space assignments as the applications arrive. All space assignments are final. We will make an effort to put smaller operators beside larger operators in an attempt to distribute the crowd evenly through the food court area. 2010 Carolina 'Shine Fest reserves the right to make final determination of all festival space assignments in the best interest if the festival.

8. Character Of Exhibits: 2010 Carolina 'Shine Fest reserves the right to prohibit the display of any article that in it's opinion is not in keeping with the nature and character of the festival.

9. Assignment or Subletting Of Festival Space: Renter of spaces shall NOT assign, sublet, or share the festival space allotted without the knowledge and written consent of the 2010 Carolina 'Shine Fest. No products, arts, accessories, souvenirs, catalogs, or other goods, bearing names of other renter of spaces, sponsors, or anyone other than the renter of space may be displayed. No firms or organizations not assigned festival space will be permitted to solicit business within the festival area.

10. Use Of Space: 2010 Carolina 'Shine Fest reserves the right to restrict any exhibit because of noise, method of operation, or materials, or any exhibit which in the opinion of the 2010 Carolina 'Shine Fest may detract from the general character of the festival as a whole.

11. Ordinances: To ensure the safety of all, the fire and health regulations and other applicable ordinances of the City of Madison, Rockingham County, and the State of North Carolina must be observed.

12. Authorized Agents: All renters of spaces must have an appointed agent or agents with the full authority to represent the renter of space in its business with the 2010 Carolina 'Shine Fest. The authorized agent must be present at the festival.

13. Liability And Insurance: Neither the 2010 Carolina 'Shine Fest, it's agents, officers, or employees will be responsible for any injury, loss or damage that may occur to the renter of space, or the renter of space's employees or property from any cause whatsoever. It is the renter of space's responsibility to protect machinery or exhibits so that no injury will result to the public, visitors, guest, or persons on the property. All property of the renter of space is understood to remain in the renter of spaces care, custody, and control in transit to, from or within the confines of the festival area subject to the rules and regulations. The renter of space, on signing this contract, expressly releases, holds, keeps, and saves harmless and indemnifies the forgoing named organizations and committees and individuals from all claims for such loss, damage, or injury. Renter of spaces are required to carry insurance, including workman's compensation (if applicable) to cover any of the above.

14. Security: The 2010 Carolina 'Shine Fest, will provide reasonable and appropriate security for the festival. The 2010 Carolina 'Shine Fest and its agents shall take all proper and reasonable care to see that exhibits are not destroyed or damaged through any cause within its control, but does not ensure the safety of said exhibits.

15. Installation Of Exhibits: Renter of spaces with designated spaces within the confines of the official festival area may start setting up their booths on July 31, 2010 at 8:00am. ALL renter of spaces MUST be in place by 11am. No renter of space will be allowed to move in any later without the knowledge and written consent of the 2010 Carolina 'Shine Fest and its agents.

16. Changes And Amendments: The 2010 Carolina 'Shine Fest reserves the right to make changes to these rules and regulations. Any matters not specifically addressed herein, are subject to decision by the 2010 Carolina 'Shine Fest.

17. Entrance Fee and Payments: Fees must be paid in full prior to set-up. NO EXCEPTIONS! Festival Dates: July 31, 2010: 11am - 11pm August 1, 2010: 12:00pm - 8:00pm.