

**10th Annual Freedom Fest Touring Rally July 15-18, 2010
Snowshoe Mountain Resort**

Business Corporate Name: _____ d.b.a.: _____

Authorized Representative: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell: _____ Office: _____ Fax: _____ (Include area code)

Email: _____ Federal Tax # or Social Security # _____

Product/Service Listing: _____

Review guidelines on the back of this application before completing this section. Provide a FULL and DETAILED product(s)/service(s) list above for all merchandise. BE VERY SPECIFIC! If you need more room to list all of your products or services, attach a separate sheet of paper to your application. You may be required to submit a sample of merchandise for approval.

Rally	Location	Dates	Set-up	Tear Down	Cancellation Date	Payment due in full, on or before
Freedom Fest	Snowshoe, WV	July 15-19	July 16	July 18	June 18	May 21

BOOTH FEE

- 10' x 10' space\$100
- 10' x 20' space\$300
- 10' x 30' space.....\$500
- 10' x 40' space.....\$800
- Semi Trailer.....\$1000 (picture required)

Each additional 100 square feet above a 10' x 40' will be \$50. Semi's not to exceed 1,200 square feet. Semi's over 1,200 square feet will be \$50 for each additional 100 square feet.

ELECTRICAL FEE

- 110 / 20 – \$50*
- 110 / 30 - \$75*
- 220 / 30 - \$125*
- 220 / 50 - \$150*

*Power usage not to exceed power usage selected above and paid for. Power will be offered "ONLY" during vendor operation hours. There will be no overnight power. Make sure to bring a minimum of 100 feet of electrical cord. We suggest 12 gauge for 110 feet for 110 users. Anything less than 12 gauge may not provide you with your required power need.

Vendor Signature: _____ Date: _____

Type/Print Name & Title: _____

AGREEMENT

This application, properly completed and executed by Vendor, upon acceptance by Snowshoe Mountain Resort, shall constitute a valid and binding contract between the parties. In its sole discretion, Snowshoe Mountain Resort may establish reasonable Rally/Event regulations, as it deems necessary, in the interest of the general success of any event. Vendor shall be bound by all conditions, rules and regulations stated herein or otherwise stated by Snowshoe Mountain Resort.

GUIDELINE FOR PRODUCTS, SERVICES AND ATTIRE:

The following is a list of goods and services a Vendor is **NOT** permitted to sell at the Rally/Event. This list is not intended to be all-inclusive. Determination of the acceptability of any goods or services offered by Vendors at the Rally/Event shall be at the sole discretion of Snowshoe Mountain and your signature on this agreement and your initials below confirm that if you are asked to remove any item or items or discontinue any service while at the Rally/Event, you will comply with the request. Failure to comply with any such request may, at Snowshoe's sole discretion, result in the immediate termination of this agreement and you will be asked to vacate the Vendor area and Rally/Event site without refund of your Vendor fees. Inappropriate attire is not allowed. Snowshoe Mountain will make this determination. If attire is deemed inappropriate for any employee or any person associated with your booth, they will be asked by Snowshoe Mountain to make changes in their attire to become suitable for the event environment. If Snowshoe Mountain requested changes are not made, they will be asked to vacate the event property. Snowshoe Mountain also reserves the right to restrict the use of, limit the hours of, censor, cancel and/or prohibit booth models.

INITIAL _____ DATE _____

GOODS & SERVICES NOT PERMITTED FOR SALE:

Alcoholic beverages, illegal items, firearms, ammunition and inappropriate material including racism, profanity, anti-Semitism, drug paraphernalia, sexual material and hate speech. If it is illegal, do **NOT** sell it. The sale of event specific merchandise which bears the Rally/Event name, Rally/Event dates, city name with Rally/Event dates, Rally/Event logo or artwork of any afore mentioned is strictly prohibited. In addition to the above listing, Snowshoe selects Vendors for rallies based on a goal of providing the right mix of products within a limited space and because of the expected number of Rally/Event attendees. Therefore, it is possible that the number of Vendors of a particular product or service may be limited.

ASSIGNMENT AND USE OF SPACE:

In the sole discretion of Snowshoe, Vendor may be assigned space ("Location") in the Vendor Venue for the Rally/Event designated above. Snowshoe reserves the unconditional right to assign locations. In assigning locations, Snowshoe may consider the number of Rallies/Events Vendor attends, the order in which Vendors submit properly completed and executed applications and payments and whether Vendors meet other Rally/Event standards. Vendors must meet Rally/Event quality standards and exhibit categories. Any Location not occupied by the completion of installation of displays will be reassigned at the sole discretion of Snowshoe. Snowshoe may retain all or part of any deposit or fee paid for an unoccupied space. Amplified sound must be kept at a reasonable level. Restocking to be finished one hour prior to opening each day. Telephone service, standard & nonstandard electrical requirements, water, tables and chairs are not included and are at the financial responsibility of the Vendor. Subject to the terms and conditions set forth herein and for the Rally/Event set forth above, Snowshoe grants and Vendor accepts the non-transferable right to sell/display their Products/Services. Vendor agrees to use the Location and conduct its business in an orderly and lawful manner and to abide by all rules and regulations prescribed by Snowshoe. No later than one week prior to the Rally/Event, specific requirements as to time for installation and dismantling shall be set forth in a Vendor information letter. Such requirements shall be binding upon the Vendor as though fully set forth therein. Vendor shall not transfer, assign or sublease all or any part of the space to any other person, nor permit the space to be used by any other person. Vendor also is not permitted to execute this contract and then assign a dealer or other representative of their product or service to represent them. This contract is solely executed and is binding between Snowshoe and the Vendor business name or d.b.a. on this contract. Snowshoe reserves the right to decline, prohibit or expel a vendor who, in Snowshoe's sole judgment, fails to maintain the character of the Rally/Event. Vendor shall not display or sell Products/Services, distribute advertising material or solicit business of any kind except within the Location. Snowshoe, whether visual, printed or audio, must approve all advertising material in advance and in writing. The Products/Services may not extend beyond the limits of the Location without prior approval from Snowshoe. If Vendor vendors from a truck, trailer, etc., Vendor must provide, in advance of the Rally/Event, pictures of the set up and the set up must be approved by Snowshoe. Vendor will be required to pay for ALL square footage used. This includes any truck or trailer inside, attached or adjacent to the Vendor set up. No part of the Products/Services may extend into any aisle. Exhibit space must be neat and clean at all times. Nothing shall be posted on, tacked, taped, glued, tied, nailed, screwed or otherwise attached to the columns, walls, floors, fences, gates, barricades, vehicles, trailers or other parts of a convention hall exhibit area or any premises, indoor or outdoor, where Freedom Fest's Vendor area is set up without permission from the proper building authority and Snowshoe. Cleaning of exhibit space shall be the responsibility of Vendor. Vendor will deposit trash in proper receptacles. After the rally, if Vendor leaves exhibit space unclean with trash, grease, etc., Vendor will be invoiced a cleaning fee at a rate of \$100. Vendor will keep Vendor's exhibit open and staffed adequately at all times during the Vendor operating hours as listed on the information letter for this Rally/Event. These hours may be modified before or during the Rally/Event by Snowshoe. No gifts, prizes, tickets or coupons shall be distributed without prior written approval of Snowshoe; and if approved, only as provided under local ordinances and state law. No promotion, scheme or device involving the award of any prize, gift or privilege, determined as the result of any contest, sweepstakes, raffle, promotion, or by chance, shall be undertaken by Vendor on the premises of the Rally/Event or otherwise related to the event in any way. Authorized representatives of Snowshoe showing proper credentials shall have access to the Location for reasonable inspection purposes at any time. In the sole judgment of Snowshoe, if Vendor possesses or sells any improper materials or engages in improper or unlawful conduct at any Rally/Event, Snowshoe will give Vendor notice to cease and desist such activity. If Vendor does not promptly comply,

Snowshoe, at its option, and without further notice, may immediately terminate this agreement and revoke the rights granted hereunder. Failure to comply with the rules and regulations of the contract may result in the alteration or removal of the booth or other materials at the Vendor's expense. At the end of each Rally/Event that Vendor attends, or earlier if required by the terms of this agreement, Vendor shall yield and give up possession of the Location in as good of condition as it was when assigned, reasonable wear and tear accepted. Pets are strongly discouraged for health and safety reasons. If you cannot make other arrangements for boarding, your pet must be on a leash and policing of your pet is up to you. Your pet must be under your control at all times and you are fully responsible for your pet's actions. Any offensive or unsafe action by your pet may result in your expulsion without refund.

PAYMENT

Snowshoe must receive payment for each Rally/Event no later than sixty (60) days prior to the date of the Rally/Event. After payment due date (*see front of contract), a \$100 flat rate fee will be charged. No personal or company checks will be accepted after the payment deadline. Cash, Money Orders or Cashiers Checks ONLY. A fee of \$25 will be charged on all returned checks. Also, a fee of \$100 per day may be assessed to any Vendor who begins closing his/her vendor space prior to the official closing of the Rally/Event or opens their booth late. It is imperative for the quality of the event that Vendors are on time each day, set up and ready when Vendor area opens and stay open until Vendor area closes. It also diminishes the quality of the Vendor area for a vendor to leave an event early.

CANCELLATION

Vendor must deliver a written cancellation notice at least six (6) weeks prior to each designated Rally/Event in order to receive a full refund and any fee paid. No refund will be made after the six (6) week cancellation date. A stop pay placed on any check is considered fraud and will be treated as such.

INITIAL _____ DATE _____

Snowshoe is not liable for the non-delivery of the Location if non-delivery is due to any of the following causes: if the Rally/Event is cancelled or modified in any way or if the Location is damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, or any cause beyond Snowshoe's control. If Snowshoe is unable to deliver the Location for any of the reasons stated in this paragraph, Snowshoe will reimburse Vendor for fees paid for that Rally/Event.

LIABILITY, INSURANCE AND INDEMNIFICATION

Neither of the parties is authorized to contract any debt, liability or obligation for, or on behalf of the other party. Vendor accepts full responsibility for all liability or damages to persons or property arising out of Vendor's use and occupancy of the Location, including, without limitation the sale or promotion of the Products/Services. Snowshoe does not assume any responsibility for damages that might occur to Vendor, its employees, agents, customers, licensees or the property of any such persons by reason of such use, occupancy or sales. Not less than thirty (30) days before each designated Rally/Event, Vendor shall tender to Snowshoe a certificate of insurance evidencing the existence of Vendor's workers compensation and comprehensive general liability insurance policy which shall include contractual liability, products and completed operations coverage and independent contractors and bodily injury/property damage coverage. Such policy shall cover the period of Vendor's authorized use and name Snowshoe Mountain Resort and Land/Venue owner, the respective officers, directors, agents, and employees of each, as additional insureds regarding any damages which may be sustained as a consequence of Vendor's use and occupancy of the Location with minimum liability limits of not less than \$1,000,000 each occurrence for bodily injury and property damage liability and \$1,000,000 aggregate. The insurance policy and the certificate naming Snowshoe Mountain Resort as additional insureds shall contain a thirty (30) day notice of cancellation clause for the benefit of Snowshoe Mountain Resort. Vendor accepts FULL responsibility for fraudulent insurance policies or certificates. Vendor further agrees to indemnify and hold harmless Snowshoe Mountain Resort, Rally/Event, land/venue owner and the respective officers, directors, agents, and employees from any and all damages or claims in excess of or not covered by the Vendor insurance required under the terms of this Agreement, which are caused directly or indirectly by the use or occupancy of the Location by Vendor or by the sale or promotion of Vendor's Products/Services, including without limitation, injuries or damages to persons or property sustained by the public, Vendor's employees or agents, other Vendors, concessionaires or Rally/Event participants. Vendor further agrees to defend Snowshoe Mountain Resort from any and all such damages or claims with counsel acceptable to Snowshoe.

TAXES, LICENSES AND PERMITS

Sales and other taxes, when applicable, are the responsibility of the Vendor. Vendor will obtain all licenses and permits that are or may be required by any public authority for the sale or display of the Products/Services. Snowshoe, may distribute Vendor list including Vendor business name, Vendor contact name, address, Federal Tax ID number and phone numbers to any tax office requesting this information.

INITIAL _____ DATE _____

**PLEASE MAKE CHECKS OR MONEY ORDERS PAYABLE TO: SNOWSHOE MOUNTAIN RESORT
RETURN BY MAIL TO:**

**Amy Cole, Snowshoe Mountain Resort, PO Box 10, Snowshoe, WV 26209
304-572-5688 (phone) 304-572-5646 (fax) acole@snowshoemtn.com**