

# FESTIVAL BY THE LAKE – Bayfront Festival Park, Duluth, MN

## Application for Retail/Commercial Establishments

Thank you for your interest in the FESTIVAL BY THE LAKE – Duluth’s biggest event focusing on localism. We look forward to an exciting day of food, beer, live music, shopping & so much more and know you will find the event enjoyable. We ask that you complete the following application and read the information provided to you.

Event Dates: Saturday, July 23rd, 2022 | 11AM-7PM

Your Name (print): \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Business license number: \_\_\_\_\_

Business insurance policy number: \_\_\_\_\_

Electrical Needs: Please mark with an (X) 110 \_\_\_\_\_ 220 \_\_\_\_\_

Number of outlets: \_\_\_\_\_

Size of Space Requested: (Square Feet – Min. is 10’x10’- See below): \_\_\_\_\_ sq.ft.

Please explain the items/services being sold: \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please sign, date and return this application to the following address indicating agreement with these terms. **Please submit your non-refundable participation fee by May 30th, 2022 so we are certain of your commitment.** Please make checks payable to **BY THE LAKE EVENTS, LLC**. Fees are as follows:

**10’x10’s Spaces are \$175.00 each. Price is negotiable for spaces greater than 10’x10’**

**Total Space Required: \_\_\_\_\_ Agreed upon fee: \$ \_\_\_\_\_**

Please send application & payment to: BY THE LAKE EVENTS, LLC, PO Box 16641, Duluth, MN 55816. Sorry- no refunds. Thanks for participating in this great event!

## PLEASE READ CAREFULLY! FESTIVAL BY THE LAKE - ADDITIONAL TERMS AND CONDITIONS – RETAIL

1. Exhibitor cannot sublet space or hand out literature or display product belonging to a person or business that is NOT exhibiting at FESTIVAL BY THE LAKE without the sole permission of the Management. Additionally exhibitor is prohibited from distributing or promoting any other events construed as being in direct competition with FESTIVAL BY THE LAKE. Any exhibitor doing so will be asked to stop immediately. Violation of policy could mean expulsion from FESTIVAL BY THE LAKE without a refund of exhibitor fees.
2. Vending space is located within Bayfront Festival Park with a 7 ton axle loading limit. You are responsible to provide your vending tent, or booth including all supplies. The event begins at 11AM on Saturday, July 23<sup>RD</sup>, 2022- your booth must be set up and ready to go no later than 10:30AM.
3. It is your responsibility to ensure that your portable electrical systems (cords, wires) are in compliance with the State of MN Electrical Inspections Department. For basic electrical cord requirements for portable electrical systems, write: State of MN Electrical Inspections Department, Attn: Robin Geiger, 443 Lafayette Road North, St. Paul, MN 55155, Phone: 1-651-284-5804. In the past, an electrical inspector has been at similar events. If your cord does not comply with requirements, you will not be allowed to offer your items/services.
4. You are responsible to charge, collect and forward to the MN Department of Revenue all necessary sales taxes that apply to any and all of the products and services you provide. You will be required to file a form ST-19 with the event producers before the start of the event.
5. In the event that Exhibitor fails to pay balances by agreed dates, deposits, and/or fees paid shall be forfeited and exhibit space reservation cancelled. This Agreement cannot be cancelled within 21 days of the event date without forfeiting all previously paid fees and deposits, and furthermore if cancelled within 21 days of the event, any unpaid balances are due and payable in full. If cancelled 22 or more days in advance of the event, one half (1/2) of the deposit/fee is refundable and will be refunded within 4 weeks of date of event.
6. Exhibit space, as provided by FESTIVAL BY THE LAKE, only includes the space and electricity if required and paid for. Shelter/Tents, internet service, decorations, etc. shall be the responsibility of the exhibitor.
7. Exhibitor agrees to staff Exhibition space during all hours show is open. NO goods or displays are to be removed from the show during show hours. Any exhibitor removing exhibits prior to the 7PM conclusion of the event is subject to a \$200 early removal fee.
8. **THEFT:** BY THE LAKE EVENTS, LLC are not responsible for materials and items left in booth.
9. Management reserves the right to make changes in Exhibitor space locations with no advance notice to the exhibitor.
10. Management reserves the right to prohibit or decline any exhibit, exhibitor, proposed exhibit or exhibitors not approved by the Management and to permit only such matter and conduct as approved by management.
11. All decorations must be flameproof and pass inspection by all designated authorities.
12. **INSURANCE, LIABILITY AND INDEMNIFICATION** All Exhibitors, their contractors and suppliers working at the event, are required to carry liability and property insurance. Exhibitor agrees that BY THE LAKE EVENTS, LLC or their respective officers, directors, employees, and/ or agents (hereinafter "Indemnities") are not responsible for loss or damage to any property of Exhibitor, in storage, in transit, to and from, and within the confines of Bayfront Festival Park. Exhibitor agrees that Indemnities are not responsible for any damages or charges imposed for violation of any law or ordinance, whether due to Exhibitor or agent of the Exhibitor. Exhibitor shall indemnify, defend and hold harmless Indemnities against and from any and all losses, costs and damages, liability, or expenses (including attorney's fees) arising from or by reason of any accident, bodily injury, property damage, or other claims to any person, including Exhibitor, its employees, agents or invitees, arising out of or related to Exhibitor's occupancy of use of event premises.
13. In case the premises are destroyed by fire or the elements, or by any other causes, or in case any circumstances whatsoever, including strikes or storms shall make it impossible for the Management to permit any Exhibitor or Exhibitors to occupy the premises, FESTIVAL BY THE LAKE and BY THE LAKE EVENTS, LLC, event producers, are released from any and all claims for damage which might arise in consequence thereof.
14. In the event the show is not held, FESTIVAL BY THE LAKE and BY THE LAKE EVENTS, LLC are released from any and all claims for damages upon refunding all the monies received from an exhibitor or exhibitors.
15. Should inclement weather force the producer to postpone and reschedule the show, all fees paid will be transferred to the reschedule date. No exceptions.
16. All displays, distribution of literature, sales, live models, etc. will be conducted INSIDE the assigned Exhibitor space unless approved in advance by the Management. No Exhibitor may send staff around Bayfront Festival Park distributing materials or advertising. Music/AV levels at booths cannot be excessive and disrupt other exhibitors. Excessive/ intrusive audio levels are a violation of the Exhibitor Agreement.
17. Management reserves the right to name exclusive sponsors for FESTIVAL BY THE LAKE.