



September 23, 2017  
Henry Maier Festival Park  
10 am - 6 pm

## EXHIBITOR/VENDOR AGREEMENT

### GENERAL INFO

#### PETFEST DATE

Saturday, September 23, 2017

#### PETFEST HOURS

**SETUP** 6:30am - 9:00am

\*A limited number of earlier setup times are available upon request

**FESTIVAL HOURS** 10:00am - 6:00pm

**TEAR DOWN** 6:00pm - 9:00pm

\*Exhibitors cannot tear down before 6:00 pm without prior permission. All exhibitors must have their booths dismantled and removed from the Summerfest grounds by 9:00pm

#### LOCATION

#### HENRY MAIER FESTIVAL PARK/SUMMERFEST GROUNDS

200 N Harbor Dr.  
Milwaukee, WI 53202

### VENDOR PRICING

**MARKETPLACE** .....\$350

### VENDOR RECEIVES

- One 10'x10' tent, one eight-foot table and two chairs.
- One 8'x2' Banner to be hung as a booth identifier. (Vendor must provide a single-color logo by August 1, 2017)
- Any additional equipment, decor or utilities must be arranged at exhibitor's cost.
- Booth reservation will be confirmed with receipt of payment. Booth assignments will be confirmed in September 2017 with load-in instructions and grounds map.

### PAYMENT

Payment in full must be received to guarantee your reservation. Final day to receive payment due is August 1, 2017.

### VENDOR REQUIREMENTS & DEADLINES

- Full payment by August 1, 2017
- High resolution, single-color logo sent to [info@petfestmke.com](mailto:info@petfestmke.com) by August 1, 2017
- Returned Agreement by August 1, 2017
- Certificate of Liability Insurance by September 1, 2017
- Seller's Permit by September 1, 2017

### CANCELLATION

An exhibitor will not be at liberty to cancel or withdraw their application once it has been confirmed by Fromm Petfest.

### RULES & REGULATIONS

1. Exhibitor/Vendor agrees that the event organizer reserves the right to reject or restrict any exhibit.
2. Exhibitor/Vendor agrees that no refunds will be made to an exhibitor who fails to occupy space.
3. Exhibitor/Vendor agrees that the event organizer may change space assignments.
4. Exhibitor/Vendor agrees not to make undue noise or odor, use hazardous lights, cause damage to the grounds or booth equipment, or act in any manner deemed inappropriate by the event organizers.
5. Exhibitor/Vendor may purchase more than one booth.
6. Exhibitor/Vendor agrees to be open and staffed during all show hours.
7. Exhibitor/Vendor shall submit to the event organizer any proposed gift or free distribution for written approval before distribution.
8. Exhibitor/Vendor agrees not to sublet exhibit space.
9. Signage MUST be professional in nature, displayed within your space and is subject to our approval prior to production.
10. Exhibitor/Vendor agrees that all belongings shall be removed from the Marketplace by 9:00 p.m., September 23, 2017. Any items left will be removed by the event organizers and stored at the exhibitor's expense.
11. Selling is allowed. Products should be sold at a reasonable retail cost. Exhibitor/Vendor will obtain all licenses and permits that are, or may be, required by any public authority for occupancy of the Premises and sale of any of the Products. Event organizer will provide Exhibitor/Vendor with a copy of the Wisconsin Temporary Event Operator and Seller Information form to be completed and returned with the Exhibitor/Vendor Agreement.
12. Exhibitor/Vendor agrees to conform to Milwaukee Fire Department, Milwaukee Health Department, and Milwaukee World Festival, Inc. (Summerfest) rules and regulations. Contact [info@petfestmke.com](mailto:info@petfestmke.com) for a complete set of rules.
13. Use of the Fromm Petfest logo is strictly prohibited from use by Exhibitor/Vendor without the express written consent of Fromm Foods, LLC.

## RULES & REGULATIONS (CONT'D)

14. Event organizers reserve the right to deny the display of or the sale of any items which in the event organizers sole judgment may be offensive or inappropriate. Examples of prohibited items are indicated below:

- a) Drug or other illegal paraphernalia or other related items
- b) Weapons (i.e. knives, swords, guns, etc.) or other related items
- c) Toys resembling weapons
- d) Pepper spray or other related items
- e) Fireworks, poppers or other related items
- f) Laser pointers or other related items
- g) Stickers, silly string, confetti or other related items that cause a litter problem
- h) Prepared food or beverages of any nature

15. Exhibitor/Vendor agrees that no exhibitor shall have authority to incur cost or liability for or against the event organizers and all its related events. Exhibitor shall pay all costs pertaining to moving in and moving out. Exhibitor shall be liable for all damages which they may cause to the building or otherwise in connection with their exhibit.

16. Exhibitor/Vendor agrees that in the case of war, fire, strike, government regulation, public enemy or other cause, the event or any part thereof may be prevented from being held. In that case, the event organizers, at their sole discretion, shall refund to the applicant, his/her proportionate share of unused funds.

17. Exhibitor/Vendor is responsible for the securing and supervision of all Exhibitor/Vendor merchandise. Event security patrols the location, but is not provided for Exhibitor/Vendor's Premises. Event organizers are not responsible for lost or stolen merchandise.

18. Exhibitor/Vendor agrees to assume all responsibility for loss, theft, or destruction of goods or for personal injuries to himself, his employees, agents, representatives or visitors. He/she will hold harmless Fromm Family Foods LLC, Milwaukee World Festival, Inc., The City of Milwaukee, Board of Harbor Commissioners, and their respective directors, officials, agents and employees, of each of the above entities, with respect to their acts in the course of their employment, but only as related to the Event.

19. The event organizers reserve the right to final Exhibitor/Vendor approval.

20. Exhibitor/Vendor shall provide to event organizer, on or before September 1, 2017, a certificate of liability insurance (COI) from a company with an A.M. Best Rating of "A" or better, naming, as additional insured:

- a) Fromm Family Food, LLC
- b) Milwaukee World Festival, Inc.
- c) City of Milwaukee
- d) Board of Harbor Commissioners, and,
- e) Their respective directors, officials, agents and employees, of each of the above entities, with respect to their acts in the course of their employment, but only as related to the Event.

The COI should reference the types of insurance and minimum liability limits, as follows:

- a) General Liability - Not less than \$1,000,000.00, per occurrence, for damages for personal injury, advertising injury, products liability and property damage, with aggregate limits of at least \$2,000,000.00.
- b) Workers Compensation — Minimum coverage of \$100,000.00 for each accident and policy limit of \$500,000.00. Also list any officers or employees that may be excluded.

The policy and the COI naming additional insured shall contain a ten (10) day notice of cancellation clause. In the event that the policy is canceled, Vendor will procure replacement coverage with the same limits prior to expiration of the ten (10) day period.

**The certificate holder name:**

Fromm Family Foods, LLC  
Attn: Lauren Grimm  
13145 Green Bay Road  
Mequon, WI 53092  
email: [info@petfestmke.com](mailto:info@petfestmke.com) or fax: 262-242- 3571

# AGREEMENT

We, the undersigned, submit our application for participation in the Fromm Petfest, subject to the Rules and Regulations governing the event and its production, as detailed in the above Rules & Regulations. We agree to adhere to all show Rules and Regulations, including complying with the provisions of liability and insurance. Enclosed is our check for the booth(s) space indicated and by the deadlines specified. **ACCEPTANCE:** This application becomes a binding contract when accepted by event organizer. Upon receipt, booth assignment will be confirmed. An exhibitor/vendor kit and any additional instructions will be forwarded to your attention. Please return the signed application and payment via mail, email or fax.

## PLEASE PRINT OR TYPE

PRINT NAME

AUTHORIZED SIGNATURE

DATE

COMPANY

DATE

ADDRESS LINE 1

CITY

\* PARKING PASS WILL BE SENT TO LISTED ADDRESS

ADDRESS LINE 2

STATE

ZIP CODE

TELEPHONE

EXT

FAX

CONTACT

TITLE

EMAIL (TO RECEIVE ALL PETFEST INFO)

WEBSITE

## PRODUCTS, SERVICES AND/OR ORGANIZATION TO BE EXHIBITED

DO YOU REQUIRE WATER AND/OR ELECTRICITY ON-SITE?  WATER  ELECTRICITY

IS YOUR ORGANIZATION A DESIGNATED 501(C)3 CHARITY OR NON-PROFIT?  YES  NO

If yes, please provide a copy of your Wisconsin issued Certificate of Exempt Status

Note: Booth assignments will be confirmed with receipt of payment.

10' X 10' VENDOR SPACE QTY:  X \$350 = \$  TOTAL PURCHASE: \$

Please mail, email or fax the signed application and completed Wisconsin Temporary Event Operator and Seller Information Form to:

Fromm Petfest  
Attn: Lauren Grimm  
PO Box 365  
Mequon, WI 53092  
EMAIL: [info@petfestmke.com](mailto:info@petfestmke.com)  
FAX: 262-242-3571

If paying by check, please make payable to: Fromm Family Foods. If paying by credit card, please contact Lauren Grimm at email: [info@petfestmke.com](mailto:info@petfestmke.com) for the Credit Card Authorization form.