



Dear Potential Vendors & Exhibitors:

Welcome vendors and exhibitors to the 2010 Kick'n Up Kountry Music Festival! Attached to this letter you will find the *guidelines* and *application form* for this year.

Below I have listed out a few changes we have put in place for the 2010 festival. We are hoping that these new rules and guidelines will help make everyone's festival experience more enjoyable:

1. Hours of Operation: Each day the gates will open up at 10am and will close after 11pm
2. Set-up times are Thursday afternoon, Sept. 3rd, 2010. Your booth needs to be open by noon on Friday, September 4th, 2010
3. Applications must be received by May 1st.
4. There is a food booth fee of \$600 and a Retail Vendor fee of \$150.
5. We are planning to put the food vendors inside the concert bowl. There will be electricity available for you to plug in.
6. Large vehicles are not allowed in the park at any time before, during, or after the festival.

Please read over the festival guidelines before filling out your application.

Note: Sending in the application does not guarantee your acceptance. You will be notified by May 15th if you have been accepted.

Please sign and date your forms and return them with the appropriate payment. Keep a copy of your application and rules and return the originals to the address listed on the application.

If you have any questions or concerns, please feel free to contact us at the phone number or email address listed below.

Thank you,

Ardell Larson
President, Kick'n Up Kountry, Inc.
Email: kicknupkountry@wiktel.com
Toll Free Phone: 1-877-542-5687

249 S. State Ave., Lake Bronson, MN 56734
1-877-KICKNUP • www.kicknupkountry.com

2010 Guidelines for Festival Exhibitor/Vendor Participation

***Please read the following information carefully, as there have been some changes from previous years.**

The Event

The 2010 Kick'n Up Kountry Music Festival is a two and a half day music festival which will take place from Friday, Sept. 3rd, through Sunday, Sept. 5th in Thief River Falls, MN at the Pennington County Fairgrounds. The festival will feature country music by regional and nationally known entertainment.

These guidelines pertain to Kick'n Up Kountry, Inc., a Minnesota corporation and it's offering of space on the Festival grounds for all days of the event. Kick'n Up Kountry, Inc. reserves the sole right to approve the participation of any applying exhibitor or vendor. **A confirmation letter will be sent out to the accepted exhibitors and vendors by May 15th if their application is received prior to May 1, 2010**

Your Space

Regular exhibitor/vendor spaces are rented out in 10'x10' squares. Food/beverage vendor spaces are rented per vending unit. Kick'n Up Kountry, Inc. does not provide tables, chairs or tents or any other furniture, therefore you must furnish these items yourself.

Your Participation

You are required to have your booth(s) open on Friday, September 3rd, 2010 from 12:00 pm until 11:00 pm, Saturday, Sept. 4th, and Sunday, Sept 5th from 11:00am to 11:00pm. Deviations from this policy may be negotiated with Festival Management or his/her designee.

Insurance

It is required that you have proof of liability insurance present at your booth during the Festival. Food vendors are required to provide proof of insurance to Kick'n Up Kountry, Inc. prior to the start of the Festival. Please read your Exhibitor/Vendor Agreement carefully prior to signing it.

Permits

It is your responsibility to deal with any necessary permits and/or licenses (I.e. Minnesota Health Permit, Minnesota Sales Tax, etc.). All approved food/beverage vendors must submit a copy of their Minnesota Health Permit to Kick'n Up Kountry, Inc. no later than Friday, June 5, 2010. Kick'n Up Kountry, Inc. reserves the right to charge any exhibitor or vendor a cleaning fee should they leave their space(s) in a condition that requires additional cleaning. This fee is not included in the deposit. You may not share your booth space(s) to/with another business or organization without prior written consent from Kick'n Up Kountry, Inc. Festival Management or his/her designee. **Subletting of booth spaces(s) is not allowed and will result in your expulsion from the Festival rounds for the duration of the Festival without any refund or other compensation.**

Limitation to Stated Activities

You must limit your activities at the Festival to those you state on your application, which must pertain to your organization/business. You must also limit the conduct of these activities to your booth space(s). **Sales or distribution of anything done by walking through the Festival grounds is not permitted without prior written consent.**

Cleaning Charges/Fees

Kick'n Up Kountry, Inc. reserves the right to charge any exhibitor or vendor a cleaning fee should they leave their space(s) in a condition that requires additional cleaning. **This fee is not included in the deposit.**

Subletting and Sharing of Booth Spaces

Please read the following information carefully, as there have been some changes from previous years.

You may not share your booth space(s) to/with another business or organization without prior written consent from Kick'n Up Kountry, inc. Festival Management or his/her designee. Subletting of booth space(s) is not allowed and will result in your expulsion from the Festival grounds for the duration of the Festival without any refund or other compensation.+

Limitation to Stated Activities

You must limit your activities at the Festival to those you state on your application, which must pertain to your organization/business. You must also limit the conduct of these activities to your booth space(s). **Sales or distribution of anything done by walking through the Festival grounds is not permitted without prior written consent.**

Produce Duplication and Exclusivity

Kick'n up Kountry, Inc. reserves the right to determine the number of businesses or organizations that exhibit or vend similar products or services at the Festival.

Food and Beverage Sales

Potential food vendors must contact the Festival Management prior to submitting an application. Food sales will no longer be conducted through tickets purchased, instead, vendors may sell for cash. Pop and Water must be bought from either Coke or Pepsi, whichever is our sponsor, so please check with the office before you purchase your product so that there is no confusion at the event.

Vehicles

Kick'n Up Kountry, Inc. does have a parking section for vendors/exhibitors. This is the only location that your vehicles will be allowed to park. You will not be able to keep your vehicle close by your stand during the festival times. The only time your vehicle will be allowed in the area is during set up and must be removed by 12pm on Friday, September 3rd.

Cancellations

No refunds will be issued after application acceptance.

No Assumption of Endorsement of Affiliation

Acceptance as an exhibitor or vendor by Kick'n Up Kountry, Inc. does not imply endorsement of affiliation with the organization and / or individual. The view expressed by exhibitors and vendors are not necessarily those of Kick'n Up Kountry, Inc., it's community partners or it's corporate sponsors. Please see the Exhibitor/Vendor Agreement for more information.

Failure to Follow Guidelines/Laws

Kick'n Up Kountry Inc. wishes to be as inclusive as possible in all of its events. Please contact us with any issues that might prevent your group from fully participating in the Festival.

For further information please contact:

Kick'n Up Kountry, Inc. Festival Management
Phone: 218-754-2861
Fax: 218-754-2862
Email: kicknupkountry@wiktel.com

Return your completed festival application packet to:

Kick'n Up Kountry, Inc.
Attn: Festival Management
249 S. State Ave.
Lake Bronson, MN 56734

2010 Guidelines for Festival Exhibitor/Vendor Agreement

*Please retain a copy of this document for your records.

The Applicant understands that they and/or their business/organization are solely responsible for calculating and reporting to the Internal Revenue Service and the Minnesota Department of Revenue all taxes arising from the sale of taxable items at the Festival.

The Applicant understands that they may cancel their and/or their businesses/organization's Application, in writing only, at any time up until the close of business of July 5, 2010, and expect a refund, except of any Application Fees paid, as noted on the Application. The Applicant further understands that if the attached Application is canceled by them or by their business/organization after July 5, 2010, for any reason, all fees and deposits paid will not be refunded.

The Applicant understands that the use granted them and/or their business/organization by Kick'n Up Kountry, Inc. is a license to occupy only, and is not couple with an interest in the property and that Kick'n Up Kountry, Inc. retains the right to terminate this license to occupy at any time during the term of the Applicant's use if, in the sole determination of Kick'n Up Kountry, Inc.:

1. The Applicant is found to have falsified any of the statements contained in their attached Application
2. The Applicant is found to have changed or added to the use described in their attached Application
3. The Application creates a nuisance to Kick'n Up Kountry, Inc., its other licensees, and/or its guest
4. The Applicant's use of the premises in any other way interferes with the orderly, safe, and successful conduct of the Festival

By my signature below, I understand that my acceptance as an exhibitor or vendor by Kick'n Up Kountry, Inc. Does not imply and endorsement by or affiliation with Kick'n Up Kountry, Inc. I further understand that I may not use Kick'n Up Kountry, inc. Corporate name, logos, trademarks, and/or copyrighted material unless I have received the expressed written permission of Kick'n Up Kountry, Inc.

By my signature below, I affirm that I have read, clearly understood, and agree to the terms contained in this Agreement, the attached Application, and the enclosed 2010 Guidelines for Exhibitor/Vendor Participation. I also affirm that I clearly understand the responsibilities accorded to me/my organizations as a participating exhibitor or vendor at the 2010 Kick'n Up Kountry Music Festival. I also hereby declare that all information provided in the Agreement and attached Application by me is true, correct and complete.

Signature:

Date:

X

Printed Name:

Business Name:
(please print)

2010 Credit/Debit Card Authorization Form

This form is used to authorize Kick'n Up Kountry, Inc. to charge your credit/debit card for a purchase or payment of event-related fees. Please fill this form out completely and return it with your application or order form. If your application or order form has already been submitted, please mail this to:

Kick'n Up Kountry, Inc.
249 S. State Ave.
Lake Bronson, MN 56734

Credit/Debit Card Information

Credit/Debit Card Type: MASTERCARD VISA AMERICAN EXPRESS

Card Number:

Expiration Date: _____ Three-Digit Security Code:

Name On Card _____

Billing Address _____

City _____ State _____ Zip Code _____

Payment Information

Payment Issued For: **Vendor Fee** _____ **Exhibitor Fee** _____ **Other** _____

Amount to Charge (USD) \$ _____

I hereby authorize Kick'n Up Kountry, Inc. to charge the amount shown above to the card specified above. I agree to pay the above credit card charges in accordance with the Card Issuer Agreement. I understand that Kick'n Up Kountry, Inc. will apply a chargeback fee to my account (\$50.00 US as of the time this is written), if I initiate a "chargeback" with my credit card issuer, to reverse payment without Kick'n Up Kountry, Inc. permission of any of the charges authorized on this form, and I agree to pay this fee if this occurs.

Cardholder Signature	Date
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Booth fee is due at the time of application. If you are not accepted, your check will be returned and/or your credit card will not be charged until after May 15th.

OFFICE USE ONLY Authorization	Order #
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2010 Festival Exhibitor/Vendor Application

Please retain a copy of this application for your records.

Applicant Information

Organization/ Business Name		
Contact Address		
Mailing Address		
City	State	Zip Code

Contact Information

Daytime Phone _____ **Evening Phone** _____

Fax Number _____

E-mail _____

Have you been an exhibitor or vendor at the Festival before? YES NO

If you are a new participant or have a new trailer/booth please include a photo with your application.

(Photos will not be returned.)

Booth/Trailer size (including hitch & awnings) _____

If you use a Tent, is it bear proof and flame resistant? YES NO Do you use LP-gas? YES NO

If you use LP-gas, is the tank securely fastened in place to prevent unauthorized movement? YES NO

Electricity: How many total amps do you need? _____

What kind of electrical receptacle and how many do you need? i.e. 1-20 amp & 1-50 amp

Do you have generator capabilities? YES NO

Have your Fire Extinguishers been properly service and certified? YES NO

Are you current with all inspections- Health, Electric, Fire? YES NO

Festival Fee Calculation

Please indicate the number of booths you are requesting next to the type of organization or business that most closely matches your group's description and whether you intend to conduct sales at your booth(s) or not. **Sampling of any kind requires a written agreement with Kick'n Up Kountry, Inc. no exceptions will be granted to this policy.**

BOOTH TYPE	FEE PER BOOTH	# OF BOOTHS	TOTAL FEES
Exhibitor	\$150		
Food Booth	\$600		

Total # of booths

Total amount

_____ \$ _____

All food items must be approved by Kick'n Up Kountry, Inc. Festival Management