



ROTHBURY

Dear Craft Vendors,

Madison House Presents, LLC and AEG Live Productions, LLC (the “Producers”) the producers of a live music festival known as *ROTHBURY* (“Rothbury”) are now accepting applications from vendors wishing to participate. Rothbury will be held in Rothbury, Michigan on July 3, 4, 5 and 6, 2008. The musical lineup for Rothbury includes Dave Matthews Band, Widespread Panic, John Mayer, 311, Phil Lesh & Friends, Primus, and many more. See www.rothburyfestival.com for a complete listing.

Attached to this Cover Letter are the following documents:

Vendor Agreement that sets forth the following information:

- Available craft booth spaces and prices (see Exhibit B). Note that a limited number of double spaces will be available. Further details will be provided upon acceptance. Campground spaces are priced at 20% more as vendors will have the opportunity to be open for longer hours in the campground.
- Insurance requirements (see Section 6). If you don't have this insurance, you may purchase coverage for Rothbury only. Insurance referral will be included in acceptance information.
- All the rules and regulations for the vendors.

Michigan Department of Revenue Concessionaire's Sales Tax Return and Payment

- This form may be used for one-time only vendors. It must be kept at your booth on site if you are accepted. Vendor is responsible for paying all its sales taxes. Please go to www.michigan.gov/treasury for complete information.
- Repeat Vendors in Michigan who are already registered with the Michigan Treasury Department do not need to fill in the attached form but should provide their account number if they accepted.

Vendors who create a fun and festive booth appearance, Michigan artisans, and those with earth-friendly products will have priority. Your booth's presentation must add to the atmosphere and help create a magical space. There will be a prize awarded to the booth with the most creative and/or sustainable décor! Get creative and have fun with your presentation. Please use ambient lighting (i.e., Christmas lights, rope lights, gels, etc.) to display your crafts at night.

Please send your completed Vendor Application to Rothbury Festival Craft Vending at the address below. Your Vendor Application must include the following information:

- Vendor Agreement with all information filled in. Make sure you include a description of your merchandise in Exhibit A, and check what booth you would prefer in Exhibit B. Also, please make sure you sign and date the Vendor Agreement.
- A check or money order for HALF your booth fee, made out to AEG Live Productions, LLC. You will be notified of your acceptance before these funds are deposited. Vendors who are not accepted will have their funds returned. If your application is accepted, the balance of your booth fee must be paid by June 1, 2008.
- Two photos or slides of your work. Please enclose a self-addressed stamped envelope if you would like them returned.

If you have further questions, or want to submit photos electronically, please contact us at craftvending@rothburyfestival.com. This event is rain or shine. Vendors who are not selected will have their checks or money orders returned and their Vendor Agreement will be void. **Vendors submitting applications will be notified within 7 days if they are selected to participate at Rothbury. Applications will be accepted until June 1, 2008.**

Thanks and we hope to see you this summer!

VENDOR APPLICATION should be sent to:
Rothbury Festival Craft Vending
C/O Judy Heyman
144 Carolina Street
Vallejo, CA 94590

VENDOR AGREEMENT

THIS VENDOR AGREEMENT (this "Agreement") is made effective as of _____, 2008 between AEG Live Productions LLC ("AEG") and Madison House Presents, LLC ("MHP") and, together with AEG, the "Producers") on the one hand, and _____ ("Vendor"), on the other hand.

RECITALS

A. The Producers are the producers of a live music festival known as *Rothbury* to be held July 4 to July 6, 2008 in Rothbury, Michigan (the "Event") at a venue know as the Double JJ Ranch and Resort ("Venue").

B. Vendor desires to exhibit and sell its goods as set forth on Exhibit A at the Event, and the Producers desire to provide space to Vendor for such goods, on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants that are contained in this Agreement, the parties hereto hereby agree as follows:

1. **SCOPE OF RENTAL.** The Producers hereby leases to Vendor, and Vendor hereby agrees to lease the booth space (the "Booth Space") at the Event as set forth on Exhibit B at which the Vendor may exhibit and sell its goods (the "Exhibit"). **The lease of the Booth Space includes electricity and three 4-day passes to the Event. Vendor is responsible for furnishing all other materials it requires for the Exhibit.** Vendor and its employees, personnel and agents shall comply with and conform to all rules, regulations and directives issued by the Producers or its designees from time to time.

2. **TERM; TERMINATION.** The term of this Agreement shall commence as of the effective date hereof and shall continue through July 8, 2008 unless sooner terminated in accordance with the terms and conditions of this Agreement. This Agreement may be terminated by the Producers with or without cause immediately upon notice to Vendor. The Producers may re-let the Booth Space immediately upon such notice. The Producers reserve the right to cancel the Event for any reason, in their sole discretion, and Vendor's sole and exclusive remedy shall be a refund of the Fee to Vendor.

3. **COMPENSATION.** As full and complete compensation for the Exhibit by Vendor pursuant to this Agreement, the Vendor shall pay Producers the amount set forth on Exhibit B (the "Fee"). Such amount shall be paid to Producers as set forth on Exhibit B.

4. **RULES AND REGULATIONS.** Vendor agrees to abide by all the rules and regulations set forth on Exhibit C.

5. **INDEMNIFICATION.** Vendor agrees to indemnify, defend and forever save and hold harmless the Producers, its affiliates, and related entities, and their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, contractors and volunteers (sometimes collectively referred to herein as the "Indemnitees" and individually as a "Indemnitee"), from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the Indemnitees may suffer or incur arising directly or indirectly out of or in connection with the Exhibit in accordance with the terms of this Agreement, except to the extent arising from the negligence or willful misconduct of the Producers. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.

6. **INSURANCE.** Without in any way limiting or altering the indemnification requirements of Vendor under or pursuant to this Agreement, Vendor shall, at its sole expense, procure and at all times maintain during the term of this Agreement all of the following insurance: (a) Commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence, and (b) to the extent applicable, workers' compensation insurance with statutory benefits as required by any state or federal law. The insurance required hereunder shall be considered primary insurance and all insurance carried by the Producers, its agents, employees, and the parties for which it is operating, shall be considered secondary in relation thereto. Concurrently with the execution of this Agreement and at such other times as reasonably requested by the Producers, Vendor shall deliver to the Producers certificates of insurance confirming the existence of the insurance required by this Agreement and which shall name the Producers and their respective affiliates as additional insureds thereunder.

7. **WAIVER BY VENDOR.** Vendor agrees that the Producers shall not be responsible for any loss or damage to any property of Vendor resulting from fire, theft or any other cause unless due to the negligence or willful misconduct of the Producers and, except to the extent expressly provided herein, Vendor expressly assumes all risks of loss, damage or destruction of or to any of its property resulting from any such causes.

8. **RELATIONSHIP OF PARTIES.** The parties hereunder are independent contracting parties.

9. **EFFECT OF AGREEMENT/ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective permitted successors and assigns; provided, however, that this Agreement may not be assigned by Vendor, nor may any of Vendor's duties hereunder be delegated, without the prior written consent of the Producers.

10. **CHOICE OF LAW.** The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Michigan, without regard to that State's rules with respect to choice of law.

11. **ENTIRE AGREEMENT / MISC.** This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not effect the validity, interpretation or effect of the remainder of this Agreement. This Agreement may not be modified, altered or amended-except by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

12. **GREEN MISSION.** The Event is a festival aiming for zero waste. Vendor agrees to use commercially reasonable efforts at its sole cost and expense to comply with the Event's Green Mission as it relates to its obligations pursuant to this Agreement. The "Green Mission" means seeking sustainable products over less eco-friendly equivalents, recycling and composting all waste pursuant to the Event's waste diversion rules and procedures promulgated by the Producers using the on-site system, replacing disposable products with reusable products, minimizing use of collateral materials and packaging, printing Event related materials on 100% recycled paper, bringing only what is needed for the Event and taking away what is not distributed. All disposables, hand-outs, including packaging, and sampling activities must be approved by the Producers' designee.

IN WITNESS WHEREOF, the parties have executed this Agreement and have made it effective as of the day and year first above written.

VENDOR:

By: _____
Name:
Title:

Address: _____

E-Mail Address _____

AEG:

By: _____
Name:
Title:

MHP:

By: _____
Name:
Title:

EXHIBIT C

RULES AND REGULATIONS

1. Vendors agree to abide by all instructions, vendor information and Rules and Regulations of the Producers. The Producers shall have sole discretion in the interpretation and enforcement of all Rules and Regulations contained herein and has the power to make such amendments thereto, and such further Rules and Regulations as it shall consider necessary for the proper conduct and success of Rothbury.
2. The Producers reserve the right to decline, prohibit or expel any Exhibit which, in their sole judgment, is out of keeping with the character of Rothbury, including but not limited to persons, display materials, printed matter, product or conduct. The Producers reserve the right to determine, in their sole discretion, the eligibility of all Exhibit space applicants and individual products to be exhibited.
3. Load-in is expected to begin at 1pm Wednesday, July 2 and MUST be completed by NOON Thursday July 3. Load-out vehicles will not be allowed in until Monday, July 7. Vendor load out begins Monday at 8am and MUST be completed by 2pm. Vendors must stay for the duration of Rothbury. Vehicles are not allowed on premises during operating hours as governed by Michigan State Law.
4. Assignment of Booth Space shall be made by the Producers in their sole discretion. Location of preferences will be accommodated as far out as possible. Acceptance of an applicant does not imply endorsement of exhibitor's products or services, nor does rejection imply lack of merit of the same. The Producers reserve the right, in their sole discretion, to alter the Exhibit hours or floor plan arrangements in any manner.
5. Distribution of advertising materials is prohibited. Vendor solicitation of any sort shall be restricted to Vendor's allotted Booth Space. Vendor's Exhibit may not extend beyond the limits of Vendor's Booth Space and no part of any Exhibit or any product may extend into any aisle. No Vendor shall so arrange its Exhibit to obscure or prejudice adjacent Booth Spaces in the sole opinion of the Producers. Vendor may not assign, sublet or apportion the whole or any part of the space allotted it, nor exhibit herein any other goods than those manufactured or sold in the regular course of business by Vendor. Identification badges are non-transferable. Admission will be by badge only.
6. Vendor shall be bound by and comply with, at Vendor's own cost and expense, all applicable national, state, city municipal law codes and governmental regulations or other authority having jurisdiction over the Exhibit, the Venue or Rothbury, together with Rules & Regulations of the owners and/or operators of the Venue in which Rothbury is being held. Vendors shall be bound by and comply with, at Vendor's sole cost and expense, all applicable copyright and trademark laws and regulations that may effect Vendors use and occupancy of the Booth Space.
7. Vendor is subject to search at the time of entry.
8. Vendor cannot bring or sell any consumable items (*i.e.*, food, candy, gum, beverages, etc.) unless you are a food vendor and have contacted the appropriate entities.
9. Vendor is prohibited from selling any of the following items: clothing of items which contain any reference or picture of marijuana, tobacco items, drug paraphernalia (pipes, water pipes, gas masks, rolling papers, etc.), cigarettes (herbal or traditional), cameras, musical instruments, pornography, or any item in which the Rothbury logo or trademark appears.
10. Tattooing, body piercing, massage, individual generators and open flames are strictly prohibited.
11. All Vendor signage, banners, or display logos must be approved in advance by the Producers.