



## 2014 EXHIBITOR APPLICATION

<b>1. General Information</b>	
Business Name	Contact Name
Address	
City	State
Business Phone	Mobile Phone
E-mail Address	Website

<b>2. Available spaces are 10' x 10'</b>	
<input type="checkbox"/> Artisan - \$150	<input type="checkbox"/> Commercial Marketing - \$400
<input type="checkbox"/> Gold - Add \$50 (100 word description in festival program)	
A limited number of spaces are available. Common Ground reserves the right to review applicants in order to maintain diversity of booths.	
<b>YOU MUST PROVIDE YOUR OWN TENT AND 4 - 25 POUND CORNER WEIGHTS</b>	

<b>3. Electricity is included in the price of each space</b>
In order to provide consistent and affordable power to each booth, you are allowed a 120 volt connection and max 20 amps. Exhibitors are encouraged to use CFLs and LED lighting. You must provide your own extension cord

<b>4. Please summarize below, a list of items you will be selling or marketing</b>

<b>5. Payment and Signature</b>	
\$ _____	<b>TOTAL BOOTH FEE (Booth Fee X Number of Booths + Upgrades)</b>
Make Checks Payable to: Common Ground Entertainment, 1726 Chestnut Ave, Charlotte, NC 28205	
Call 704.332.2397 or email <a href="mailto:goodtimes@thecommongroundfestival.com">goodtimes@thecommongroundfestival.com</a> for credit card or paypal payments	
Submission of this application signifies your understanding and acceptance of, and agreement to abide by the <a href="#">Exhibitor Terms and Conditions</a> of Common Ground and <a href="#">Common Ground Rules and Regulations</a> if invited to participate. We reserve the right to accept or reject any exhibitor. By signing this form, I agree that I have read, understand, and will abide by all guidelines. I agree not to hold Common Ground Entertainment responsible or liable for accidents, loss, theft, or claims resulting from my participation.	
<b>SIGNATURE:</b> _____	<b>DATE:</b> _____

## EXHIBITOR TERMS & CONDITIONS

### IMPORTANT INFORMATION

Read all terms and conditions contained in this document. This document represents a binding contract between your company ("you" or "Exhibitor") and Common Ground Entertainment LLC, once an authorized representative of your company has signed and submitted this document and it has been accepted and confirmed by COMMON GROUND.

### REGISTRATION

- **Be sure to read these rules and regulations entirely.** The primary contact for the company should be the individual who will handle all correspondence
- Payment must be received at the time application is submitted

### EXHIBITOR SPACE CONTRACT FESTIVAL TERMS AND CONDITIONS

All Exhibitors must adhere to these guidelines; failure to adhere to these guidelines can result in loss of registration fee(s) and exhibiting privileges. Exhibit times are subject to change – you will be notified of any changes (exhibit days will not change). If you have any questions concerning the agenda, guidelines or the festival in general, please contact the festival team at **704.332.2397** or by e-mail at [goodtimes@thecommongroundfestival.com](mailto:goodtimes@thecommongroundfestival.com).

**1. CONTRACT FOR EXHIBIT SPACE:** Each participating Exhibitor is required to complete all required fields of the registration process. Completion of the registration to reserve booth space, upon acceptance by Common Ground assignment of space and the full payment of registration fees, constitutes a contract for rental of the space. Any Exhibitor failing to occupy space is not relieved of the obligation to pay the full registration fee. This contract will not be unbinding in the event of strikes, inclement weather, or other circumstances beyond Common Ground's control.

**2. GENERAL:** Common Ground reserves the right to determine the eligibility of any exhibitor. Common Ground reserves sole control over admission policies. These terms and regulations are established for the mutual protection of Common Ground and the Exhibitor. Event management reserves the right to make changes in the time schedule or in the general plan of the Event as may be deemed to be in the best interest of Common Ground and the Exhibitors, or the Event generally. All matters not specifically covered by these terms and regulations shall be subject to the decision of event management. Common Ground will enforce all terms of this contract through the event management employees.

**3. EXHIBIT SPACE ASSIGNMENTS:** Common Ground's exhibit spaces are assigned by Common Ground staff. Streets will be blocked at 8:00 am on the morning of September 6<sup>th</sup> and marked for vendor spaces.

**4. PARKING AND SETUP:** Exhibitors are permitted to drive vehicles to your chosen space for quick unload and load. Please respect others who are also setting up. Vehicles may not remain in the street after unloading or for extended time before loading. Exhibitors may not park in lots reserved for patrons. See the attached map for reserved parking areas. Exhibitors who do not abide by these guidelines may lose vehicle or exhibit privileges. Losing privileges does not constitute a refund of paid fees.

**5. CONDUCT/RESTRICTIONS:** Common Ground reserves the right to restrict exhibits, which because of noise, odors, method of operations, or any other reason, become objectionable or otherwise detract from, or are out of the character of the Event as a whole. This reservation includes persons, things, conduct or printed material. Exhibits must be confined to exact space allocated. Circulars, publications, advertising matter, and all kinds of promotional giveaways may be distributed only within booth spaces. Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to buildings, columns, street, walls, floors or other parts of buildings. Signs, rails, etc., will not be permitted to intrude the street or impede pedestrian movement. Exhibitors may not place flags, banners, or other means of announcement higher than the height of your tent. Exhibitors may not offer advertising services to third parties. Vendor and marketing spaces are intended for use only by the party contracted with the space.

**Exhibitors agree to abide by the following restrictions:**

- Exhibitors who use models or mannequins in costume must be sure their appearance and manner do not offend even the most critical. The event management will be the final arbiter on questions in this area. The Exhibitor shall not conduct outside activities that would take attendees from the official functions of the Event during scheduled hours.
- Exhibitors may not display items that may in any way be controversial, illegal, or deemed inappropriate for Common Ground. The event management will be the final arbiter on questions in this area.
- Exhibitor agrees to treat all Event attendees with courtesy and not to discriminate against any person for any reason. Event management reserves the right to remove any exhibit whose personnel discriminate against any person in any manner.

**6. EXHIBIT HOURS:** As a courtesy to festival attendees and fellow Exhibitors, exhibit booths must be opened and closed on time the day of the event. Booth setup begins at 9:00am. Festival hours are from 12:00pm until 11:00pm. Booths may not be taken down prior to 11:00pm. Booths may not remain in the street beyond 1:00am. Streets will be cleaned and reopened to the public by 2:00am. **Booths must be staffed with at least one person continuously throughout event hours.**

**7. ELECTRICITY:** Included in the fee for vendor space is electricity. Common Ground will provide electricity during festival hours of 12:00pm to 11:00pm. Electrical is limited to a 120 volt connection and 20 amp max. Exhibitors are encouraged to use LED or CFL lighting. Additional requests must be in writing or by email to Common Ground. All notices shall be sent to **Common Ground Entertainment, LLC | 1726 Chestnut Avenue | Charlotte NC 28205 or goodtimes@thecommongroundfestival.com**

**8. EXHIBITOR'S PRODUCTS/SERVICES:** All Exhibitors attending may provide word descriptions of their products and or services that will be published in the festival program. This option can be found in Section 2 of the Application. Exhibitors may be asked to remove items not consistent with their application.

**9. BOOTH APPARATUS:** Exhibit structures/tents are not provided by Common Ground. Exhibit structures/tents are the responsibility of the exhibitor. Exhibit structures/tents may not exceed 10 feet in height, unless approved in writing by event management prior to move-in date. Exhibitor may not apply paint, lacquer, adhesives, or other coating to any part of the Site or to exhibit booth equipment not owned by Exhibitor. Exhibitor will be liable for any damage caused to the Site or other persons or property by its officers, employees, agents, representatives, and contractors and subcontractors and agents or invitees. **EXHIBIT TENTS MUST BE ANCHORED WITH A 25 POUND WEIGHT OR ANCHORING DEVICE AT EACH OF 4 CORNERS. COMMON GROUND WILL NOT PROVIDE MEANS OF ANCHORING OR WEIGHTS. THIS REQUIREMENT IS THE RESPONSIBILITY OF EXHIBITOR.**

**11. OBSTRUCTION OF WALKWAYS OR BOOTHS:** Exhibits may not block or visually obstruct walkways, etc. at any time. No demonstration or activity in the Exhibit will be permitted to block or obstruct access to walkways or prevent ready access to nearby Exhibitors' booths. If any crowding occurs, it is the responsibility of Exhibitor to immediately disperse such crowds.

**12. FIREPROOFING AND SAFETY:**

- All decorations, drapes, signs, banners, acoustical materials, plastic cloths, or any other similar materials generally considered to be easily ignited must be flame retardant to the satisfaction of the Fire Marshall. Compliance with all safety, health and fire ordinances is required.
- Walkways and exits must be kept clean, clear and free of obstruction. Literature on display must be limited to reasonable quantities. Reserve supplies must be kept in closed containers and stored in a neat and compact manner.

**13. SOUND LEVELS:** Common Ground will be hosting musicians throughout the event. As a courtesy to the musicians, all sound, radios, and other noises are prohibited. Public address systems, radio broadcasts, and other devices used only to attract attention by sound are prohibited. Event management reserves the right to turn off the electricity supply of any Exhibitor who violates this rule, after sufficient warning has been given.

**14. SECURITY:** Common Ground will provide off duty Mecklenburg County Police the day of the event for general safety and security purposes only. The services provided by Common Ground are not intended, nor are they to be interpreted by Exhibitor in any form whatsoever, as a guarantee by Common Ground or the Site against any loss, theft or damage to Exhibitor or any of Exhibitor's property. All items brought into the Site are done so at Exhibitor's own risk. Exhibitor is solely responsible

for safeguarding its Exhibit and its contents at all times. Exhibitors may furnish additional guards at their own cost and expense after obtaining prior written approval by Common Ground.

**14. EXHIBIT SPACE CANCELLATION:** Common Ground will not be canceled or postponed due to inclement weather. The deadline for cancellation and 100% refund is August 9<sup>th</sup> 2014. Cancellation must be received in writing or by email.

**15. CONFLICT WITH SCHEDULED ACTIVITIES/EXHIBITOR ACTIVITIES:** Exhibitors shall NOT schedule or conduct any activities or meetings with attendees that conflict with scheduled festival events. Additionally, Exhibitor agrees that it will not, nor will its employees, representatives or authorized participants conduct any type of Exhibitor function in the Site during Festival hours without the prior written consent of Common Ground.

**16. SOLICITATION:** The walkways and other spaces in the Event not leased to exhibitors shall be under the control of Common Ground. All displays, distribution of literature, or any other type of activity must be conducted inside the space contracted. Unauthorized persons not affiliated with Common Ground or participating Exhibiting companies are prohibited from any dealing, exhibiting or soliciting within the Event or Festival facilities. Exhibitors are urged to immediately report any violations of this rule to the event management or a member of the Common Ground staff.

**17. PHOTOGRAPHS, PUBLICITY MATERIAL, RADIO AND TELEVISION AND PRINT MEDIA:** Common Ground reserves the sole right to use any photographs, recordings, electronic images or publicity material received by or obtained by Common Ground in the course of the Exhibition, for whatever use deemed proper by Common Ground. Common Ground and its affiliates have the exclusive right to include photographic, video and other visual portrayals of attendees, Exhibitors and their Exhibits including its contents, in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity and otherwise, without compensation to Exhibitor, and all rights, title and interest (including all worldwide copyrights therein) to these items will be Common Ground's sole property, free of any claims of Exhibitor or any persons deriving any rights or interest from the Exhibitor.

**18. EXHIBITOR COMPLIANCE AND ACCEPTANCE:** Exhibitor covenants and agrees that the person executing this agreement has the requisite authority to enter into and sign this Agreement on Exhibitor's behalf and bind Exhibitor to this Agreement. Exhibitor shall abide and be bound by all of the terms and conditions of this Agreement, all Festival Rules and Regulations stated under this Agreement, Schedules, and to any amendments to the same, all of which are integral to and incorporated by reference into this Agreement. Further, Exhibitor agrees that Common Ground will have full power in a matter of interpretation, amendment and enforcement of all Festival Rules and Regulations. In all instances Common Ground rulings will be final. All rights and privileges granted to Exhibitor under this Agreement and any subsequent addendums are subject to and subordinate to the master lease between the Common Ground and the Site.

**19. BOOTH USAGE:** Exhibits must only be used for the purpose of promoting Exhibitor's products or services and are not be used for other business purposes. Exhibitor may only display, offer for sale, or advertise merchandise manufactured, or sold by Exhibitor or services performed by Exhibitor in the normal course of business. The only exception is when other items are required for the proper demonstration or operation of Exhibitor's display, products or services. In which case, the supporting items must be identified by their regular nameplate, imprint, or other identification normally appearing on them. All non-exhibiting organizations and their representatives are strictly prohibited from exhibiting or conducting business in the Exhibit Area.

**20. CARE OF EXHIBITS:** Common Ground will maintain the cleanliness of all walkways. Exhibitor, at its own expense, must keep its exhibit clean, and in good order at all times. All Exhibits must remain fully intact until the Festival has officially closed. Disturbing or tearing down the Exhibit before the official close of the Festival can result in Common Ground's refusal to accept or process Exhibitor's exhibit space applications for subsequent Festivals or other Common Ground events. Exhibitor's exhibits and its contents must be removed from the Site no later than the time specified in the setup schedule. If Exhibitor's exhibit is not removed within the allotted time, Common Ground reserves the right to ship the Exhibit and its contents via a carrier of Common Ground's choosing, or to place the Exhibit and its contents in a storage warehouse, or to make such other disposition of the Exhibit as Common Ground may deem desirable, at Exhibitor's expense and without liability to Common Ground.

**21. LIMITATION OF LIABILITY:** COMMON GROUND and its officers, directors, staff members, agents, affiliates and all other organizations and individuals employed or engaged by COMMON GROUND in connection with Event, shall not be liable or responsible and shall be held harmless for any loss, damage, death or injury from accident, fire, theft, or any cause whatsoever, including, but not limited to, loss, damage, death or injury to Exhibitors, their employees, their property, agents, guests, the public, and others, prior to, during or subsequent to the period covered by the exhibit space contract, which is not caused by the negligence or willful misconduct of COMMON GROUND or its representatives identified above. In addition, Exhibitor acknowledges that neither COMMON GROUND nor any of the other parties involved in the conduct of this event maintain insurance covering Exhibitor property, nor are they responsible for obtaining insurance covering such losses by the Exhibitor. All individual booth attendees are required to sign the release of claims included in the individual registration form and retain a copy for each registered attendee. Failure to sign the waiver could result in non-admission to the Festival and Event and all related functions.

- The Exhibitor shall indemnify, defend, and hold harmless COMMON GROUND, its sponsors, the Site's owner and management, and their owners, directors, officers, employees, agents and representatives, against all claims, actions, demands or liability of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other related costs and charges arising out of or attributed in part or in whole to any action or failure to act whether by negligence or otherwise, on the part of the Exhibitor or any of its officers, employees, agents, representatives, or authorized participants, excluding liability caused by the negligence or willful misconduct of COMMON GROUND.
- Exhibit assumes the entire responsibility and liability for all damages or losses to the Exhibitor, COMMON GROUND, the Site, persons or property that occur as the result of any actions of the Exhibitor or its officers, employees, agents, representatives, authorized participants, invitees and guests during the entire occupancy period. Exhibitor agrees that to the maximum extent permitted by law, COMMON GROUND, the Site and any of their respective officers, agents, employees or representatives will not be held liable for any loss or damage to exhibits, or materials, goods and wares (collectively "Property") belonging to the Exhibitor or its authorized participants.

**22. PAYMENT:** All fees due by Exhibitor must be paid in full to Common Ground at the time of application. Payments may be paid by credit card, paypal, or check made payable to **Common Ground Entertainment, LLC | 1726 Chestnut Avenue | Charlotte NC 28205**

**23. NOTICE:** Any notices, requests, demands relating to this Agreement (including any notices of cancellation, exhibit space downsizing, etc.) must be in writing or by email. All notices will be effective only upon receipt by the intended recipient. Exhibitor agrees that the Festival Rules and Regulations, Schedules, or any amendments to the same are integral to and incorporated by reference into the Exhibit Space Contract. All notices shall be sent to **Common Ground Entertainment, LLC | 1726 Chestnut Avenue | Charlotte NC 28205 or [goodtimes@thecommongroundfestival.com](mailto:goodtimes@thecommongroundfestival.com)**

**24. ENTIRE AGREEMENT:** This Agreement, all Festival Rules and Regulations, all Appendices, and Schedules referred to or attached to this Agreement constitute the final, complete, and exclusive statement of the terms of the Agreement between the Parties pertaining to the Festival and supersedes all prior and contemporaneous understandings or agreements of the Parties. All waivers of any provision of this Agreement must be made in writing and signed by an authorized representative of COMMON GROUND. If any portion of this Agreement will be determined to be invalid, then that portion will be considered severed from the Agreement in that jurisdiction and all remaining portions will remain in full force and effect. Paragraph headings have been inserted for convenience of reference only, and are in no way intended to describe, interpret, define, or limit the scope or intent of any part of this Agreement.