

MERCH VENDOR/EXHIBITOR BOOTH REGULATIONS

AGREEMENT

The undersigned party (herein named "Merch Vendor/Exhibitor") hereby agrees to the following:

Acceptance: Merch Vendor/Exhibitor understands that acceptance of the application and agreement is within the sole discretion of RISE Ministries, Inc. (hereafter called "RISE"). Further, in the event RISE accepts this application and agreement, Merch Vendor/Exhibitor shall be bound by the terms stated herein. In the event this application and agreement is not accepted by RISE, Merch Vendors/Exhibitors booth fee will be returned and Merch Vendor/Exhibitor will not be bound by the terms stated herein. Acceptance of any application and agreement shall be made in writing by RISE on or before May 15, prior to the first day of the festival June 9, 2023.

Booth Fee: Merch Vendor/Exhibitor shall pay a fee for each booth, table and electrical hook-up (hereafter called "booth fee") stated above in accordance with the terms stated herein. Payment of booth fees shall be made along with this application and agreement with checks payable to RISE Ministries, Inc. The booth fees are not a deposit, nor are any portion thereof to be refunded to Merch Vendor/Exhibitor in the event this application and agreement is accepted by RISE. In the event this application and agreement is not accepted by RISE, all booth fees paid with this application and agreement shall be refunded to the Merch Vendor/Exhibitor.

Deadline: The deadline to submit applications to RISE shall be May 1, 2023. In the event an application and agreement is received prior to that time and its accompanying booth fees are deposited in RISE accounts, that will not constitute RISE's acceptance of the corresponding application and agreement. Acceptance of any application and agreement submitted to RISE shall be made as stated herein above.

Sales Vendor: Merch Vendors selling product, hereby agree to pay the booth fees stated above AND a percentage of gross sales. Non-profit organizations shall pay RISE 10% of gross sales during RiseFest and for-profit organizations shall pay RISE 15% of gross sales. Merch Vendor hereby agrees to submit proof and accounting of gross sales at the end of RiseFest, subject to RISE's sole discretion, to RISE for reconciliation of gross sales and determination of percentage splits. Merch Vendor further agrees that all settlements on gross sales shall be done in cash or check on the final evening of the festival. Merch Vendor acknowledges that RISE has provided and informed that the booths are not secure facilities and RISE does not guarantee the security or safety of Merch Vendor's/Exhibitor's property, assets, or sales receipts, and further hereby Merch Vendor/Exhibitor agrees to accept full responsibility for the same.

Exhibitors/Ministries: Merch Vendors, known as "Exhibitors" not selling products shall pay nonprofit booth fees stated above. Merchandise sales are not allowed in your booth, no money is to be exchanged, these booths are for informational purposes only. The information distributed at your booth is to be about your organization exclusively, distribution of catalogs and order forms are allowed, but no payments are to

be received at your booth. Banners, posters or flyers are not to be posted anywhere on the festival grounds. Drawings and giveaways are allowed as long as there is no entry fee or cost for eligibility before, during or after the event. Any giveaway items will need to be approved by RiseFest before the event.

Sales tax: Merch Vendor hereby agrees to collect any and all applicable taxes, and that RISE does not accept or assume any responsibility for state, local and or federal taxes required. Iowa Sales tax is 7% at Sheldon Crossing, payable to the state of Iowa.

Set Up: Merch Vendor/Exhibitor booths will be located on the RiseFest grounds. Setup time for vendors shall be Friday, June 9, 2022 from 10:00 am to 2:00 pm. You must set-up in the designated area.

Booth hours: Merch Vendors/Exhibitors hours to be open are as follows: Friday, June 9, 2023 4:00pm -10:00pm, and Saturday June 10, 2023 10:00am - 10:00pm. Vendor hereby agrees to not take down or remove sales/exhibits until after the end of the festival, unless otherwise approved by RISE. Booths must be attended by a vendor representative during all hours of operation Friday, June 9 (4:00pm-10:00pm) and Saturday, June 10 (10:00am -10:00pm).

RISE Ministries, Inc. Discretion: Merch Vendor hereby agrees to submit to the management and control of RISE. RISE, in its sole discretion, may choose to shut down the Merch Vendor/Exhibitor booths for sales and exhibits during specific times or events throughout the festival. In that event, Merch Vendor/Exhibitor agrees to cover its booth(s) during such times. Further, Merch Vendor/Exhibitor hereby acknowledges its understanding that RISE is a Christian ministry that is committed to the Gospel and Word of Jesus Christ, and that all interactions will be conducted before God in a way that is pleasing to Him and consistent with His Holy Word. As a Christian nonprofit ministry, RISE reserves the right to make selections of Merch Vendors/Exhibitors and their merchandise consistent with RISE's mission and objectives. Further, this application and agreement may be used for future RISE events, in the sole and complete discretion of RISE, unless Merch Vendor/Exhibitor provides written termination to RISE. RISE is a non-denominational 501 c (3) ministry.

Vendor Risk: Merch Vendor/Exhibitor hereby agrees that all personal property, supplies, equipment, product, and merchandise in or around the booth exhibit area shall be on site at its own sole risk and hazard. Merch Vendor/Exhibitor hereby agrees to indemnify and hold RISE harmless from any and all claims, cause of action, suits, or demands for liability, damage, loss, expense arising from any injury to persons or property which may occur in relation or connection to Merch Vendors/Exhibitors and its agents, representatives, employees, guests, or customers activities, acts, actions, failures or omissions in relation to the festival at any time before, during or after the same.

Booth Rental & Commissions Paid: Ministries, Exhibitors and Merch Vendors will be located in the Merch Tent on the RiseFest Grounds located at 112 Country Club Road, Sheldon, IA 51201. Vendors selling merchandise are responsible to collect and pay any required state taxes. All Merch Vendors are required to fill out a daily income report that will be submitted on the last day of the festival.

Policies & Guidelines: Merchandise sales are only allowed at the merchandise booths, no food items are allowed. All Merch vendors are responsible for providing their own change and startup money.

Cancellation Policy: If you cancel for any reason on or before **May 1, 2023**, you will forfeit half of your deposit. There will be no refunds for cancellations after that date.

Furnishings: Each booth area is 8' x 10', all furnishings must be contained within booth boundaries (strictly enforced), height not to exceed 8'. Each booth will receive an 8' table, and two chairs. Skirting, tablecloths, signage and displays are the responsibility of the vendor.

Electrical: Each booth will be equipped with electricity. Merch Vendor/Exhibitor is responsible to provide power surge protection and UL listed extension cords.

Proof of Insurance: RiseFest requires proof of insurance from each Merch Vendor/Exhibitor. RISE Ministries, Inc. must be named as an additional insured. Proof of insurance must be sent to RISE Ministries by May 1, 2023.

Parking: Each Merch Vendor/Exhibitor will receive a loading pass. This pass allows temporary parking to unload. Once you are unloaded you are to move your vehicle into our general parking area. Any of your workers must also park in the general parking area.

Tickets: For each booth reserved you will receive **5 full event tickets** to be used for those that work your booth. Additional tickets are available at **full general admission price**.

Camping: Camping is available as well, \$65 for Tent camping, \$120 for Electric camping, \$200 for Deluxe camping, and \$225 Premier Camping (sold out for 2023). Please reserve through the website.

Hotel: RiseFest has a block of rooms for Vendor/Exhibitors at Holiday Inn Express in Sheldon less than a mile from the festival grounds. To reserve your room call Holiday Inn Express at 712-324-3000.

Hours of Operation:

Vendor Tent hours

Friday 3:00PM - 10:00PM Saturday 11:00AM - 10:00PM

All booths should be open and staffed at these times

Advertising: If you have any interest in advertising your booth in our festival program, please contact Ellie Waring at ellie@riseministries.com. We do offer a 25% discount to vendors. Please note that the deadline for reserving a space would be May 1, 2023.

Your booth will be listed in our mobile app. If you would like to have a description of your booth, please contact Ellie Waring at ellie@riseministries.com to submit a photo, and social media information for Facebook, Instagram, and Twitter.