

Lifest 2023

Merchant and Exhibitor

Terms & Conditions

Selection Process Details

The number of new applications received each year is greater than the space available. Many Merchants and Exhibitors return each year. Unfortunately, not all applicants will receive a space inside Marketplace.

Submitting an application does not confirm your space and does not constitute a contractual agreement. Space is limited and reserved in the order of received applications and accompanying payment in full. **Booth space cannot be reserved without payment.** Merchants and Exhibitors will be assigned booth space in order of agreement and payment.

Lifest reserves the right to refuse booth space to any Merchants or Exhibitors if, after the acceptance of the application, information should be disclosed which demonstrates that the proposed booth would be inconsistent with Lifest principles or unfavorable to the public reputation of Lifest. In the event Lifest would exercise this right, any deposit and booth fees paid to Lifest shall be refunded, except that if the denial of booth space shall be for failure or refusal of the Merchant or Exhibitor to comply with the terms set forth elsewhere in the Merchants and Exhibitors application/agreement, or the venue's rules and policies. The denial of booth space shall be treated as a cancellation by the exhibitor.

Contract

The application and agreement properly executed by a Merchant or Exhibitor shall, upon written acceptance and notification by Lifest, constitute a valid and binding contract between Merchant or Exhibitor and Lifest.

All applications must be filled out completely and provide payment information. **YOUR APPLICATION WILL NOT BE FINAL UNTIL PAYMENT IS RECEIVED.**

Booth Rental and Commission

Merchants and Exhibitors are located in the Marketplace (inside Sunnyview Expo Center). Booth space for either Exhibitors or Merchants is \$850 for 8x10 booth or \$1000 for 10 x 10 booth. **Merchants must also pay 25% commission on pretax gross sales after \$3,400 for 8x10 booth or \$4,000 for 10 x 10 booth.** Vendors must collect and pay Wisconsin sales tax of 5% (Winnebago Cty). (To subtract tax from gross sales, take gross sales divided by 1.055).

Payment for booth space must be received before you are guaranteed booth space, no exceptions. Booths are first come, first serve. By applying, you are agreeing to all Lifest Terms & Conditions.

Reconciliation/Settle-Up

All merchants are required to fill out a daily income report that must be submitted at the end of the festival. **Even if you do not owe Lifest a commission, you must still turn in a completed reconciliation form.** If you leave the festival without checking in with management, you will not be invited back. Settle-up for merchants begins Saturday evening at 9pm in the Marketplace office inside the main entrance.

Proof of Insurance

Lifest requires proof of insurance from each organization in the Marketplace. Life Promotions must be named as additional insured. Proof of insurance must be sent to Life Promotions by May 19, 2023.

Guidelines

Each Merchant needs to submit items intended for sale, including prices, at the time of application. Lifest reserves the right to limit the number of Merchants selling certain items to encourage diversity.

Merchandise sales are only allowed at the merchant booths, no food items are allowed.

All merchants are responsible for providing their own change and startup money.

Exhibitors are not allowed to sell anything or receive money at your booth. Exhibit 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 can be received at Lifest.

Banners, flyers, posters, and other material are NOT to be posted or distributed anywhere on the festival grounds except within your vendor area.

Drawings and giveaways are allowed if there is no entry fee or cost for eligibility before, during, or after the event. All vendor activities must be held within booth space.

Any giveaway items need to be approved by Lifest before the event (no t-shirts or sunglasses). You cannot hand out stickers at your booth.

All booth areas must be kept reasonably clean and clear of clutter. It is your responsibility to dispose of your garbage. A map will be given to you at the event showing the location of dumpsters.

If music is played at your booth, please keep it at a level that does not interfere with neighboring vendors or activities.

Selling Permits

All Merchants selling merchandise need to check this website to see if you need a [Wisconsin Temporary Selling Permit](#). Lifest needs your selling permit number by May 17, 2023, to report the information to the state.

Wisconsin Temporary Event Operator & Selling Information Form

Every merchant is required to be provided a completed form **with their application.** For more information, this is the link for FAQ's [Click Here](#).

Acceptance/Assignment of Exhibit Space

Lifest reserves the rights to refuse applications that do not meet the standards set for the festival. Applicants that are not approved will receive a full refund. Vendors will be placed within the Marketplace based on the date of the application and payment. Lifest reserves the right to shift space if necessary, and to make modifications in the published floor plan to meet the needs of Merchants and Exhibitors and booth area as a whole. Lifest reserves the right to refuse booth space to any applicant for any reason.

Cancellation Policy

If you cancel for any reason on or before **June 2, 2023**, you forfeit half of your deposit. **There are no refunds for cancellations after that date, no exceptions.**

Due to possible conditions that may be beyond our control, such as weather, natural or international disaster, etc., Lifest may be postponed or canceled and no refunds will occur.

Furnishings

All furnishings must be contained within booth boundaries (**strictly enforced**). Aisles must be kept clear. Lifest reserves the right to inspect and approve or reject all literature and materials both prior to and during the festival. Each Marketplace booth includes an 8' table and two chairs. Extra tables can be rented for \$10 per table. **Skirting, tablecloths, signage, and displays are the responsibility of the vendor.**

Electricity

Each booth has the option to purchase electricity for \$40 per outlet pair. Vendor is responsible to provide power surge protection and UL listed extension cords, and you cannot use more than 20 amps.

Tickets

Each booth receives either 2 Full Event tickets or 6 One Day tickets to be used for those who work your booth*. A limited number of additional tickets are available at the discounted rate of \$68 for full event tickets or \$30 for one day tickets. If not chosen on application, you will automatically receive 2 Full Event tickets. Ticket exchanges can be made at Gate 1 check in. Each booth will receive one vendor lanyard which allows access to your booth before the Marketplace opens.

Parking

Each booth receives **one Loading Pass**. This pass allows temporary parking during delivery only, 30 minutes max.

After loading, you must park your vehicle in the **specified East Lot**. Your workers must park in the Winnebago County Park (across the street from the fairgrounds).

Each booth receives three general parking passes. If more are needed, you can purchase these at Gate 1 for \$10 per day.

Internet

Wireless high-speed internet connection will be available in the Marketplace at no charge for vendors only.

Camping

To purchase camping, please go to Lifest.com.

Hours of Operation

Thursday 12:00 pm – 9:00 pm
Friday and Saturday 9:00 am – 9:00 pm
All booths must be open and staffed during these listed times.

Default of Occupancy

Any Merchant or Exhibitor failing to occupy their contracted booth space by Thursday, July 6, 2023, at noon (without prior approval) is at risk to losing the space.

Merchant or Exhibitor are not to close their booth(s) earlier than the times listed, or they are subject of rejection of a booth in the future. No Merchant or Exhibitor shall assign, sublet, or share the space.

Set-up

Set-up is open Wednesday, July 5th from 3:00 pm -9:00 pm and Thursday, July 6th from 8:00 am–Noon. We cannot accommodate any other times for set up. Your booth must be completed by 12:00 pm on Thursday when we open to the public.

Tents/Pop up Tents

The only space these are allowed are in the 10 x 10 spaces.

Tear Down

Tear down of booth(s) cannot take place any earlier than 9:00pm on Saturday. All tear down must be completed by 10:00am on Sunday (available to you at 8:00am).

All products must be removed, or it will be disposed of. Any disposal fees will be charged to owner/operator of the booth space.

Shipping Merchandise

VERY IMPORTANT: Any merchandise shipped to the grounds **cannot arrive before Tuesday, July 4. Sunnyview Expo Center will not accept packages before this date.** For merchandise being shipped after the event, it must be scheduled for pick-up on Monday, July 10th only.

If shipping items, please send to:

Sunnyview Expo & Festival Grounds

Attn: Lifest Gate 1

Your name/business name

Your Phone Number

Area to be delivered (EX. Artist Merch, Vendor)

500 E County Rd Y

Oshkosh, WI 54901

Advertising

If you are interested in advertising in our festival program, contact Carla Frieders at cfrieders@lifepromotions.org. We offer a 15% discount to vendors. The deadline for reserving ad space is May 5, 2023.

Lifest Rights

The sales of CD's and other forms of music are regulated by Lifest. Lifest reserves the right to appoint the provider of artist merchandise and music. Artists sell merchandise in the Artist Merch designated space. Please contact the office if you are interested in selling music. Lifest has exclusive rights to the sale of glow products. Lifest reserves the right to deny sales of certain items to encourage diversity. The name Lifest and/or Life Promotions is not to be used or affiliated with your organization in any way. Lifest management reserves the right to approve or remove literature or materials at their discretion. Lifest reserves the right to assign all exhibitor locations. Neither Lifest nor Sunnyview Expo Center are responsible for any lost, stolen, or damaged property belonging to any vendor for any reason. If there is any unlawful behavior occurring at your site during the course of the festival, Lifest security will report it immediately to the proper authorities.

General Festival Information

Website: www.lifest.com

Email address: jmarsh@lifepromotions.org

Phone: 920.738.5588

Year-round office hours: 8:30 am 4:30 pm; Monday – Friday

*** all prices subject to change without notice*