

Art Menius  
Marketing Director, MerleFest  
PO Box 120.  
Willkesboro, NC 28697  
336-838-6423; Fax: 240-250-7229  
art.menius@wilkescc.edu

Sponsor Representative  
Sponsor Company  
2813 Anystreet  
Some City, Some State 99999

November 15, 2005

Dear Sponsor:

Thanks so much for your partnership with MerleFest. We are committed to providing the best event marketing experience in our industry. Our sponsor agreement for MerleFest 2006, April 27 – 30, follows. Please review the proposed agreement carefully and bring any desired revisions to my attention before signing. If all terms are acceptable, please return one signed copy of this agreement to me by December 15, 2005.

For 2006, sponsors will have the opportunity to purchase reserved seats at the Watson Stage. Sponsors with a sponsorship value of \$10,000 or more may acquire up to 4 reserved seats at a rate discounted by \$40 per seat. All other sponsors may purchase up to two reserved seats at the regular rates. Sponsors must exercise this option during a special window of opportunity, October 10 through 14, 2005. This comes after renewing Patrons and seat holders have made their selections, but before the reserved seats are offered to the general public. Please contact Kathy Gray (336-838-6133 or [Kathy.gray@wilkescc.edu](mailto:Kathy.gray@wilkescc.edu)) to exercise this option.

I am here to help each MerleFest sponsor benefit from, activate, evaluate, and enjoy your partnership with MerleFest. I am here to work with you year round on a mutually successful partnership. I welcome your communications to discuss ideas to make our partnership work even better including through cross-promotions involving other partners.

### **Key Dates for MerleFest 2006 Sponsors**

**Now:** Return a signed copy of this agreement and provide, if your logo has changed since the one used for MerleFest 2005, an electronic copy of your logo.

**October 10-14, 2005** – Sponsor window of opportunity to purchase Reserved Seats at the Watson Stage by contacting Kathy Gray at 336-838-6133.

**January 24, 2006:** Last date to request assistance with lodging using the “Sponsor Lodging Reservations Form”

**March 1, 2006:** Sponsor Fee due

**March 1, 2006:** Ad for program, if applicable, must be received by this date

**March 24, 2006:** Names of representatives attending MerleFest due & deadline for ordering additional passes

**April 14, 2006:** Sponsor signage due if requested in the agreement (otherwise it will be prepared by MerleFest)

**April 21, 2006:** Advance sponsor shipments (exhibit materials, prizes) to MerleFest due

If you have any questions concerning the following agreement, please contact me at your earliest convenience. If not, please sign and return a copy to me.

Sincerely,

Art Menius, Marketing Director

## MerleFest 2006 Sponsorship Agreement with Sponsor Company

This agreement is made and entered into on **November 15, 2005** between MerleFest, a 501(c)3 corporation which has the exclusive right to present MerleFest 2006 at Wilkes Community College in Wilkesboro, NC on April 27- 30, 2006 and Sponsor Company ("Sponsor"), which hereby agrees to provide financial or in-kind support in return for certain specific promotional rights. Therefore, in consideration of the mutual agreements and promises contained herein, the parties hereto agree to the following:

Sponsor Company receives the Specified Stage Sponsorship for MerleFest 2006 in return for a sponsorship fee of \$5500.00\*\* due by March 1, 2006. Please see attached invoice. In consideration of this support of MerleFest, Sponsor Company receives the following:

### I. Credentials & Tickets

a) Sponsor (all access) passes for 4 (four) representatives/guests. These include meals served backstage. (We'll need these names by March 24, 2006. **Please use form below**). Only sponsors and patrons, key staff, and artists and their guests may obtain all access passes. This includes backstage meals. Sponsor may purchase up to 4 (four) additional sponsor passes at \$130 each (fair market value \$400). Purchases at these special rates must be made by March 24, 2006. **Please use form below**. Sponsor may purchase also up to 4 (four) general admission 4-day festival wristbands at \$85 each, \$50 less than the regular price. Purchases at these special rates must be made by March 24, 2006. **Please use form below**. For 2004, we shall be able to offer **one day all access credentials**. In other words, if you desire, you may obtain four one-day back stage passes instead of one four-day all access wristband from the allocation above. This will require, however, that you can supply not only the names but the specific days those people will be attending no later than March 24, 2006. *If you wish to exercise this option, please contact me immediately, so that I can prepare a sponsorship contract revised to reflect this and a special form for requesting one-day all access credentials.* The sponsor is responsible for limiting credential and parking permit requests to the numbers specified in this agreement. All persons admitted to the festival under this provision grant MerleFest permission to use any still or video image in which they may appear. Sponsor guests may not, unless otherwise specified in this agreement, operate golf carts, ATVs, or similar vehicles on the festival site. No one under age 18 may operate any such vehicle on the festival site.

b) One (1) Gold Expo Center parking permit. Parking permits need to be displayed on the driver's side windshield at all times. Vehicles without the proper parking permit will be removed. Long time sponsors should be aware that ongoing campus construction at MerleFest 2006 will disrupt familiar parking patterns on upper campus.

c) Those with all access wristbands may obtain access to special Midnight Jam seating on a space available basis only.

d) Right to purchase assigned seats at the Watson Stage. Sponsors with a sponsorship value of \$10,000 or more may acquire up to 4 reserved seats at a rate discounted by \$40 per seat. All other sponsors may purchase up to two reserved seats at the regular rates. Sponsors must exercise this option during a special window of opportunity, October 10 through 14, 2005. This comes after renewing Patrons and seat holders have made their selections, but before the reserved seats are offered to the general public. Please contact Kathy Gray (336-838-6133 or [Kathy.gray@wilkescc.edu](mailto:Kathy.gray@wilkescc.edu)) to exercise this option.

### II. Signage

- a) Sponsor logos will be displayed from time to time on the big screen at the Watson Stage.\*\*\*\*
- b) Logo included on a banner as part of the signage display facing the Watson Stage audience. MerleFest will make signage for display there using your logo.\*\*\*\*
- c) As Specified Stage sponsor, Sponsor Company's logo will appear on signage which MerleFest will make using

your logo for display there.\*\*\*\*

d) As a major sponsor, Sponsor Company's logo will appear on the festival entrance display.\*\*\*\*

### III. Recognition & Advertising

a) MC acknowledgments

b) Sponsor Company will be credited on the Radio Free MerleFest radio broadcasts, which as a non-commercial college station does not sell advertising.

c) Sponsor may use the words "MerleFest 2006 Official Sponsor" and, in that context only, the MerleFest raccoon logo in advertising through June 30, 2006. Sponsor agrees to refer to the event as "MerleFest" in all advertising and promotional materials. Sponsor has the right to produce event-related products for giveaway provided that the "MerleFest 2006 Official Sponsor" be used and the Sponsor represents and warrants that all such products will be free from defects and fit for its particular purpose. Sponsor shall not manufacture or sell, or license the manufacture or sale, of any promotional or other merchandise that bears MerleFest's Trademarks without MerleFest's prior written consent. The use of the MerleFest® trademark is non-exclusive, nonassignable, and nontransferable. All use by Sponsor Company of the trademark shall inure to the benefit of the festival.

d) MerleFest will also display all of our sponsors' logos in the program book grouped and sized by category: Official (\$10,000 and up); Major (\$5000 to \$9999); Significant (\$2500 to \$4999); and Sponsor (below \$2500). We'll be printing 20,000 copies of the program to distribute free to ticket buyers.

e) One (1) full page (7.75" horizontal x 9.5" vertical) 4-color ad in the program book, all of this at no additional charge.\* **Full specs appear below in the Contract Addenda. Sponsor must prepare and deliver ad by stated deadline – March 1, 2006. Please supply the complete ad specs in the Addenda to your ad designer or production manager as far ahead of March 1, 2006 as possible.** The MerleFest program is provided free to festival ticket buyers. It encompasses a wealth of text and illustrations going far beyond site maps and stage schedules. Included are original articles, artist profiles, and dozens of photographs from past festivals. Many fans keep their programs as souvenirs. During the four-day event, 20,000 copies of the program will be distributed.

f) As a significant sponsor (\$2500 value and above), Sponsor Company's name appeared in the MerleFest brochure mailed to more than 60,000 households.

g) As a stage sponsor, Sponsor Company's logo will appear in the Pocket Schedule.

h) As a major sponsor (\$5000 value and above), Sponsor will be listed in at least five MerleFest 2005 press releases, each distributed to a minimum of 1700 media outlets.

### IV. Web Presence

a) Impressive Internet exposure – The MerleFest site averages 1800 unique visitors per day. We will create a link using your logo on MerleFest sponsor web page and your site. Our URL is <<http://www.merlefest.org>>.\*\*\*\*

b) As a major or official sponsor (\$5000 value and above), Sponsor Company's logo will be included on the MerleFest web site home page.

c) Inclusion of the Sponsor Company logo in the schedule section of the MerleFest web site.

### V. Additional Considerations

a) Sponsor Company has right of first refusal on this sponsorship for MerleFest 2007 until July 1, 2006. By signing this agreement the sponsor pledges to let Art Menius know by that date whether it wishes to renew. After July 1, 2006 MerleFest is free to offer this opportunity to other partners and under no further obligation to offer a MerleFest 2007 property

to Sponsor Company.

b) Sponsors may take advantage of limited side stage seating at the Watson Stage. As space is available, sponsors with all access credentials may use the seats on stage right (as one faces the audience). Those doing so should check in with Brenda “Champ” Bryson, who manages that area. The side stage seating on stage left (as one faces the audience), the same side of the Watson Stage as dining, is reserved for festival Patrons and should not be used by sponsors. Sponsors are also encouraged to use the excellent seats and view provided in the VIP area between the Cabin Stage and the MerleFest Mall.

c) At Sponsor’s expense, Sponsor may ship raffle items, contest prizes, or materials for its booth ahead to be stored at MerleFest. Please time these to arrive by Friday, **April 21, 2006**. Ship to: MerleFest, Wilkes Community College, 1328 Collegiate Drive, Wilkesboro, NC 28697 Attn: Receiving/Steve Hall. Please clearly mark each package on the outside either “MerleFest Raffle Items,” “Contest Prizes,” “MerleFest Mall,” “Vendor Row Exhibitor,” or “Expo Center Booth Materials.”

**Deliveries to booths of items shipped this way should begin Thursday morning.**

**If you wish our assistance in shipping back items:** Place a label on each box with your address and your UPS account number. The costs will be charged directly to your UPS account. If you do not have a UPS account, you will either need to use UPS call tags or arrange for an alternate pick-up method. Questions about shipping should be addressed to Steve Hall at [steve.hall@wilkescc.edu](mailto:steve.hall@wilkescc.edu) or 336-838-6417. Steve’s mobile phone is 336-984-0720.

d) MerleFest can assist, on a limited basis, with reserving motel rooms for representatives of certain sponsors. If you desire this assistance, please contact Claire Armbruster (336-838-6130 or [Claire.armbruster@wilkescc.edu](mailto:Claire.armbruster@wilkescc.edu)) using the **“Sponsor Lodging Reservations Form”** below by January 24, 2006. Room rates and minimum stay requirements are established by the individual motel properties and are totally out of MerleFest’s control, nor can we honor requests for placement within a specific property or in town. Please understand that the shortage of housing in Wilkes County during times of such extraordinary demand may require that you be placed at a property more than a half-hour’s drive from the festival site.

e) **Exhibit space** (approx. 10’ x 8’) in the Expo Center (formerly known as the Sponsor Tent), includes unskirted 2’ x 6’ table and two chairs. MerleFest can supply a limited number of additional chairs or tables at no charge. Otherwise, the display shall be constructed at Sponsor’s expense and shall conform with all zoning, building or other applicable state and local rules, regulations and codes. The display shall be of high caliber and shall reflect well on Sponsor and MerleFest. Exhibitor move in will be after 5 PM on Wednesday, April 26, 2006 and 9 AM until 2 PM on Thursday, April 29, 2006. MerleFest assumes no responsibility for items lost or stolen from the Expo Center. Sponsor hereby agrees to abide by all festival rules and regulations concerning the Expo Center and Expo Center Parking Lot. This includes rulings by the Fire Marshal that are outside of the festival’s control. NC State Sales Tax-is seven percent (7%). The collecting -- and reporting -- of this tax is the responsibility of all exhibitors who engage in retail sales. Any exhibitor engaging in retail sales on site must obtain an NC Sales Tax Number. If you need to acquire a NC State Sales Tax Number contact the NC Department of Revenue at [www.dor.state.nc.us](http://www.dor.state.nc.us), application form AS/RP1 or the phone number is 919-733-3661.

**Security:** A uniformed security person will patrol the Expo Center during the following hours: Thursday 11:00 PM until Friday 9:00 AM, Friday 11:00 PM until Saturday 9:00 AM, and Saturday 11:00 PM until Sunday 9:00 AM. Each exhibitor in the Expo Center will be surcharged \$20 for this service. This fee was included in the sponsorship fee for cash sponsors. An invoice follows for in-kind sponsors.

**Electricity:** We shall be able to supply electricity to some booths in the Expo Center for display lighting. We have available three panels containing 4 paired outlets each, providing a total of 24 receptacles. These will provide approximately 120 volts at ten amps. A hookup fee of \$20 per receptacle will be required of each user in advance of the festival to underwrite the costs of installing the electrical infrastructure. Electricity will be assigned to exhibitors in the order in which

the hookup fee and form below are received. Exhibitors must provide their own power cords and are responsible for their safety and the safe use of electricity for lighting or any other purpose and for complying with all rulings of the fire marshal.

#### VI Warranties.

(a) MerleFest represents and warrants that:

- (i) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
- (ii) Its trademarks do not infringe the trademarks or trade names or other rights of any other person;
- (iii) it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
- (iv) it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- (v) it shall use its best efforts to provide for spectator safety, crowd control, and security.
- (vi) all music played at the Event, whether live, recorded or publicly broadcast, will be duly licensed for public performance by ASCAP, BMI, SESAC or such other performing rights societies or copyright owners as may be required by law, or else in the public domain. Owner will indemnify and hold Sponsor harmless from and against any liability arising out of the performance of music at MerleFest.

(b) Sponsor Company represents and warrants that:

- (i) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
- (ii) Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
- (iii) it has all government licenses, permits or other authorizations necessary to conduct its business; and
- (iv) all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

#### VII. Miscellany

(a) Mutual Indemnities. Each party will indemnify, defend and hold harmless the other, its parent, subsidiary and affiliated corporations and their respective directors, officers, employees, agents, successors and assigns, from and against any and all claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of any alleged or actual breach of this Agreement or the inaccuracy of any warranty or representation made by the other or any act or omission by the other in the performance of this Agreement or the purposes hereof.

(b) Confidentiality. The parties hereto agree to maintain in confidence the terms and conditions of this Agreement except to the extent that a proposed disclosure of any specific terms or conditions hereof by either party is authorized in advance by the other party.

(c) This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between MerleFest and Sponsor.

(d) Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

(e) Governing Law. This Agreement is subject to and shall be construed in accordance with the laws of the State of North Carolina, except for choice of law provisions. Sponsor and Owner both consent to jurisdiction in the state and federal courts located in the 23<sup>rd</sup> Judicial District of North Carolina and hereby waive personal service.

(f) Commissions. Sponsor and MerleFest shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement. If MerleFest is required to initiate legal action to enforce the provisions of this contract, the sponsor will be responsible for all expenses related to such litigation, including attorney's fees.

(g) Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

(h) Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. Owner has made and makes no representations of any kind except those specifically set forth herein.

(i) Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

(j) **Sponsor's Trademarks.** MerleFest may use the Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products in order to fulfill the terms of this agreement concerning signage, web sites, publications, and other sponsor recognition. These trademarks and other products are and shall remain Sponsor's property. MerleFest shall not manufacture or sell, or license the manufacture or sale, of any promotional or other merchandise, except for the festival program and pocket schedule, which bears Sponsor's Trademarks without Sponsor's prior written consent.

(k) Sponsor acknowledges that MerleFest does not have the right to grant the Sponsor use of the names, signatures, photographs or likenesses of any performer who may appear at the festival in connection with a commercial product or service, and all such uses by Sponsor must be approved by the individual performer. Owner does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising of the finalists of MerleFest contests by the sponsors of those specific contests.

(l) Right to Remove Name. Sponsor shall have the right, at any time and for any reason, to request in writing that Owner remove its name from any and/or all signage and other materials associated with the Event. Owner shall use its best efforts to comply with said request, but if Owner will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse Owner for all such approved expenses. Owner shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Sponsor agrees and warrants that it relieves MerleFest of this obligation with regard to print materials already submitted to press. Nothing herein shall relieve Sponsor of its obligations under this Agreement.

#### VIII: Term and Termination

(a) Term. This Agreement shall become effective on **November 15, 2005** and shall expire on June 30, 2006, unless terminated earlier or renewed pursuant to the terms hereof (the "Term").

(b) Termination by MerleFest. Without prejudice to any other rights or remedies that MerleFest may have, MerleFest may terminate this Agreement immediately by delivery of notice to Sponsor Company at any time if any of the following events shall occur:

(i) Sponsor shall (1) make an assignment for the benefit of creditors, (2) be adjudicated bankrupt, (3) file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law ("Bankruptcy Law"), (4) have filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within thirty (30) days or (5) shall apply for or permit the appointment of a receiver or trustee for its assets;

(ii) Sponsor Company shall default under any provision of this Agreement, including use of trademarks, and shall have failed to cure such default within thirty (30) days after it received written notice of such default from Owner; or

(iii) any of the representations or warranties made by Sponsor in this Agreement shall prove to be untrue or inaccurate in any material respect.

(c) Termination by Sponsor. Without prejudice to any other rights or remedies that Sponsor Company may have, Sponsor may terminate this Agreement immediately by delivery of notice to Owner at any time if any of the following events shall occur:

(i) any of the events described in subparagraph (ii) above shall occur with respect to MerleFest;

(ii) MerleFest shall default under any provision of this Agreement and shall have failed to cure such default within thirty (30) days after it shall receive written notice of such default from Sponsor; or

(iii) any of the representations or warranties made by MerleFest in this Agreement shall prove to be untrue or inaccurate in any material respect.

It is mutually understood and agreed that the Contract Addenda below forms an integral and binding part of this agreement.

In Witness Whereof, the parties have executed this Agreement on the date shown below:

\_\_\_\_\_  
Date: **November 15, 2005**

Art Menius, Marketing Director  
MerleFest  
PO Box 120.  
Willkesboro, NC 28697  
336-838-6423; Fax: 240-250-7229  
[art.menius@wilkescc.edu](mailto:art.menius@wilkescc.edu)

\_\_\_\_\_  
Date: \_\_\_\_\_

Sponsor Representative  
Sponsor Company  
2813 Anystreet  
Some City, Some State, 99999

## MERLEFEST SPONSORSHIP CONTRACT ADDENDA

### 1. \*Festival Program Advertising Specifications

Please supply these complete ad specs to your ad designer as far ahead of March 1, 2006 as possible.

**AD SIZE**            **Full page** (7.75" horizontal x 9.5" vertical)

All ads are to be 4-C unless specified black and white above, and artwork is to be provided by the sponsor, totally camera-ready including correct sizing by **March 1, 2006**.

The completed ads should be mailed directly to *Sherry Dancy; MerleFest; P.O. Box 120; Wilkesboro, NC 28697* (email: [sherry.dancy@wilkescc.edu](mailto:sherry.dancy@wilkescc.edu) ; UPS/FedEx address: *Sherry Dancy; Wilkes Community College Development; 1328 Collegiate Drive; Wilkesboro, NC 28697*).

**Details:** Page Trim = 8.25" x 10". Live Page = 7.75" horizontal x 9.5" vertical. Printed on web offset and saddle stitched. We anticipate a 112 page program.

Whether hard copy, film, or computer file, by "camera-ready" we mean ready to be inserted in the book with all artwork correctly sized and placed and the ad itself correctly sized. Proofs must be included with all film.

**For Black & White:** Please submit ads as IBM PC format 150 dpi .pdf (preferred), .tiff or .jpeg file OR Pagemaker 6.5 for Windows file with all fonts and graphics included and linked (not embedded) in the file. We can also accept ads on laser print-out at 600 dpi, as PMT, or as film (RRED). Proof requested with film or electronic files. Line screen at 100. Include proof with film (\$25 additional fee) or electronic copies.

**For Four Color:** Standard 4-process colors available. Color ads should be submitted as an IBM PC format 150 dpi .pdf (preferred), .tiff or .jpeg file (**colors must be CMYK**) OR Pagemaker 6.5 for Windows with all fonts and graphics included and linked (not embedded) in the file. Proof and \$25 additional fee must accompany film; 100 line screen; right read emulsion side down (RRED). Color film separations should include one piece per color.

❖ *Add \$25 for ads submitted on film rather than electronically. Payment due with film.*

❖ *Please be certain to supply these specifications to your ad designer!*

2. **\*\*Make check payable to "MerleFest" and send by March 1, 2006 to Art Menius; MerleFest, P.O. Box 120; Wilkesboro, NC 28697. (email: [art.menius@wilkescc.edu](mailto:art.menius@wilkescc.edu) ; UPS/FedEx address: *Art Menius; Wilkes Community College Development; 1328 Collegiate Drive; Wilkesboro, NC 28697*)An invoice follows.**

3. **\*\*\*\* We need to receive your logo as soon as possible, unless you are certain we have your current logo.** This can be checked by visiting the sponsor pages of [www.merlefest.org](http://www.merlefest.org). We can work with hard copy, but if at all possible, please provide this to us in electronic form as a vector graphics eps (preferred), or as a .gif, .jpg, .pdf, or .tif file. In any case the computer file will result in a higher quality of appearance. If at all possible, please email the logo as an attached file to <[art.menius@wilkescc.edu](mailto:art.menius@wilkescc.edu)>. If you are sending hardcopy or as a file on an IBM formatted, 3.5 inch diskette, please mail it to: Art Menius at PO Box 120; Willkesboro, NC 28697.

4. **\*\*\* If this document specifies that the sponsor is to furnish banners, they should be delivered or mailed to the festival so as to arrive by Friday, April 14, 2006. Banners not received by this date may not be displayed.** The festival will determine finally the exact location and positioning of the banners and will be responsible for their display. Ship to: MerleFest, Wilkes Community College, 1328 Collegiate Drive, Wilkesboro, NC 28697 Attn: Receiving/Steve Hall. Please clearly mark the

package "MerleFest Sponsor Banner(s)." We shall contact you in March to determine whether you want your banners shipped back to you or stored on campus for next year's MerleFest. **We do not have the logistical ability to return banners on site on Sunday to those few sponsors who still provide banners.** If we did not store your banner(s) from last year, these should have been shipped to Steve Hall, at the address above, to arrive by April 14. We shall store sponsor-provided banners unless I receive specific instructions to ship them back to you with, if possible, your UPS account number.

## 5. MERLEFEST 2006 SPONSOR TIMELINES

NOW – Please provide, if new sponsor or your logo has changed since the one used for MerleFest 2004, an electronic copy of your logo in .gif, .jpg, or .tif format for the PC and the URL for your website.

NOW -- Please review the proposed agreement carefully and bring any desired revisions to my attention before signing. If all terms are acceptable, please return a signed copy of this agreement to me by **November 15, 2005**.

October 10-14, 2005 – Sponsor window of opportunity to purchase Reserved Seats at the Watson Stage by contacting Kathy Gray at 336-838-6133.

January 24, 2006 – Last date to request assistance with motel reservations using the **“Sponsor Lodging Reservations Form”**

March 1, 2006 - Ad for program must be received by this date **prepared according to the specifications** in the Sponsor Agreement Addendum above. \$25 fee for ads submitted on film.

March 1, 2006 – Sponsor Fee Due

March 24, 2006 - Names of representatives attending MerleFest due & deadline for ordering additional passes. Please use the form above.

April 14, 2006 - If this document specifies that the sponsor is to furnish banners, they should be delivered or mailed to the festival to arrive by Friday. **Signage not received by this date may not be displayed.**

April 21, 2006 - Advance sponsor shipments (exhibit materials, prizes) to MerleFest due. Ship to: MerleFest, Wilkes Community College, 1328 Collegiate Drive, Wilkesboro, NC 28697 Attn: Receiving/Steve Hall. Please clearly mark each package on the outside either “MerleFest Raffle Items,” “Contest Prizes,” “MerleFest Mall,” or “Booth Materials.”

July 1, 2006 - Sponsor has right of first refusal on this sponsorship property for MerleFest 2007 until this date.



**MERLEFEST 2006 SPONSORSHIP INVOICE**

**DATE: November 15, 2005**

**BILL TO:** Sponsor Representative  
Sponsor Company  
2813 Anystreet  
Some City, Some State, 99999

**AMOUNT DUE: \$5520.00**

**ITEM:** Traditional Stage Sponsorship plus \$20 Mandatory Expo Center Security Fee at MerleFest 2006.

**PAYMENT DUE BY:** March 1, 2006

**PLEASE MAKE CHECK PAYABLE TO:** "MerleFest" or supply Visa, Discover, Amex, or MasterCard information below:

**Account Number:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**Cardholder Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**PLEASE REMIT PAYMENT TO:** Art Menius  
MerleFest  
PO Box 120  
Wilkesboro, NC 28697

**Thanks for your generous support of MerleFest**



**MERLEFEST 2006 EXPO CENTER ELECTRIC HOOK UP FEE INVOICE**

**DATE: November 15, 2005**

**BILL TO:** Sponsor Representative  
Sponsor Company  
2813 Anystreet  
Some City, Some State, 99999

**AMOUNT DUE: \$20**

**ITEM:** Optional Expo Center Electrical Hookup Fee (one receptacle) at MerleFest 2006.

A hookup fee of \$20 per receptacle will be required of each user in advance of the festival to underwrite the costs of installing the electrical infrastructure. Electricity will be assigned to exhibitors in the order in which the hookup fee and form below are received. Exhibitors must provide their own power cords and are responsible for their safety and the safe use of electricity for lighting or any other purpose and for complying with all rulings of the fire marshal. MerleFest is not responsible for safe operation beyond the electric panels.

**PAYMENT DUE BY:** March 1, 2006

**PLEASE MAKE CHECK PAYABLE TO:** "MerleFest" or supply Visa, Discover, Amex, or MasterCard information below:

Account Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**PLEASE REMIT PAYMENT TO:** Art Menius  
MerleFest  
PO Box 120  
Wilkesboro, NC 28697

Thanks for your generous support of MerleFest



## MERLEFEST 2006 SPONSOR REPRESENTATIVE LISTING & ADDITIONAL TICKET ORDER FORM

To insure correct processing, please return this form no later than March 24, 2006 to Art Menius (PO Box 120; Wilkesboro, NC 28697; fax: 240-250-7229). Changes to this list will only be accepted from the person named below and must be sent to Art Menius by email ([art.menius@wilkescc.edu](mailto:art.menius@wilkescc.edu)) or fax (240-250-7229). For 2005, we shall be able to offer **one day all access credentials**. In other words, if you desire, you may obtain four one-day back stage passes instead of one four-day all access wristband from the allocation above. This will require, however, that you can supply not only the names but the specific days those people will be attending no later than March 24, 2006. *If you wish to exercise this option, please contact me immediately, so that I can prepare a sponsorship contract revised to reflect this and a special form for requesting one-day all access credentials.* All persons admitted to the festival under this provision grant MerleFest permission to use any still or video image in which they may appear. Minor children (ages 12 and younger) of adults registered hereby will be credentialed without counting against these limits, but their names must be listed on this form.

\* indicates required fields

SPONSOR: Sponsor Representative  
Sponsor Company  
2813 Anystreet  
Some City, Some State, 99999

A\*. Your sponsorship entitles you to 4 full sponsor badges (all access including meals). The names of these representatives are: 1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

These credentials may be picked up at Festival Check-In upon arrival on campus.

B. Your sponsorship entitles you to purchase up to 4 additional full sponsor badges (all access including meals) at \$130 each. If you are making such a purchase, please list the names of these folks here:

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

These credentials may be picked up at Festival Check-In upon arrival on campus.

C. Your sponsorship entitles you to purchase up to 4 general admission 4-Day festival passes at \$85 each. If you are making such a purchase, please list the names of these folks here:

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

D\*. Your parking pass should be issued in the name of: 1 \_\_\_\_\_ (must be a specific person listed above)

For sections B/C, please include payment as a check made payable to MerleFest or supply Visa, American Express, or MasterCard information below: Account Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Cardholder Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

PLEASE RETURN TO: Art Menius  
MerleFest  
PO Box 120.  
Wilkesboro, NC 28697

## MERLEFEST 2006 SPONSOR LODGING RESERVATIONS FORM

To insure correct processing, please return this form no later than January 24, 2006 to Claire Armbruster ([claire.armbruster@wilkescc.edu](mailto:claire.armbruster@wilkescc.edu); P.O. Box 120; Wilkesboro, NC 28697; fax: 336-838-6277). Changes will only be accepted from the person named below. Please use this form to obtain reservations for lodging for your representatives at MerleFest 2006 through our lodging office. MerleFest has no control over the prices charged by area motels and hotels, nor the minimum night requirements they impose. You may be required by the property to pay for an additional night or nights due to the minimum stay required by the property, even if you are not using the room(s) that night(s). **While we take your preferences seriously, the limited availability of rooms means that we cannot guarantee to place you in any specific property or even in town.**

SPONSOR: Sponsor Representative  
Sponsor Company  
2813 Anystreet  
Some City, Some State, 99999  
Phone: Email:

Please do not submit this form if you have viable housing options available to you. **Notification of the specific property where you have been placed can come as late as one week prior to the festival.**

	Room 1	Room 2	Room 3
Name			
Check In day & date			
Check Out day & date			
One bed or two?			
Smoking or non? (Preference not always available.)			
Do all rooms need to be at same motel?			
Rooms in town can run up to \$170 or more per night with a 4 night minimum. Are you willing to stay 30-40 minutes or more away to avoid this or would you prefer in-town? <b>Selecting the latter may preclude us from obtaining lodging for you.</b>			

In order to hold your room(s), please supply major credit card information below:

Account Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_ Signature: \_\_\_\_\_

The above signed agrees to be responsible for all charges for this room unless cancelled by April 1, 2006.

**Cancellation** must be made by **April 1, 2006** by contacting Claire Armbruster directly. Sponsor is responsible for any charges that may obtain if cancellation made after April 1.

PLEASE RETURN TO:

Claire Armbruster  
MerleFest  
P.O. Box 120.  
Wilkesboro, NC 28697  
[claire.armbruster@wilkescc.edu](mailto:claire.armbruster@wilkescc.edu)  
phone: 336-838-6130; fax: 336-838-6277

## MerleFest 2006

### Expo Center Rules and Guidelines

1. Exhibit spaces will be approximately 8 ft x 10 ft under the Sponsor tent save for a couple of cases where several exhibitors have asked to be combined into one larger space. Exhibitors must use discretion in providing an attractive and uncluttered display. Each exhibitor receives an unskirted table and two chairs. Additional tables and chairs will be available on a first come, first served basis. The tent is lighted.
2. North Carolina-State Sales Tax-is seven percent (7%). The collecting -- and reporting -- of this tax is the responsibility of all exhibitors who engage in retail sales. A representative of the North Carolina Department of Revenue will be on-site to verify your North Carolina State tax status. An application fee for North Carolina Sales Tax license is no longer required, but you must obtain an NC Sales Tax Number. Once you have one, it is good indefinitely, and you can make payments on a seasonal, annual, or quarterly basis. If you need to acquire a NC State Sales Tax Number contact the NC Department of Revenue at [www.dor.state.nc.us](http://www.dor.state.nc.us), application form AS/RP1 or the phone number is 919-733-3661.
3. **One** Gold Expo Center Vehicle Parking Pass will be issued for each sponsor booth and must be displayed AT ALL TIMES during the Festival on the driver's side windshield. Vehicles without the issued parking pass will not be allowed access to the Festival and those found without a parking pass or parked in the wrong location may be removed. NO ADDITIONAL Gold Expo Center parking passes will be issued. **Only parking** -- no camping -- will be allowed in the Gold Expo Center Parking Area behind the Expo Center. **One vehicle per exhibit booth. Overflow Gold Parking lies between the Creekside Stage audience area and the fence demarking the Brown Backstage parking area.**
4. We shall be able to supply electricity to some booths in the Expo Center for display lighting. We have three panels containing 4 paired outlets each, providing a total of 24 receptacles. These will provide approximately 120 volts at ten amps. A hookup fee of \$20 per receptacle will be required of each user in advance of the festival to underwrite the costs of installing the electrical infrastructure. Electricity will be assigned to exhibitors in the order in which the hookup fee and form, which came with the contract, are received. Exhibitors must provide their own power cords and are responsible for their safety and the safe use of electricity for lighting or any other purpose and for complying with all rulings of the fire marshal.
5. A uniformed security person will patrol the Expo Center during the following hours: Thursday 11:00 PM until Friday 9:00 AM, Friday 11:00 PM until Saturday 9:00 AM, and Saturday 11:00 PM until Sunday 9:00 AM. Each exhibitor in the Expo Center will be surcharged \$20 for this service.
6. Exhibitors are encouraged to maintain their booths throughout the Festival. Booths should be set up and ready prior to the beginning of the Festival each day. Traffic can get very congested once the gates open. The Expo Center should be ready for move-in by 6:00 PM on Wednesday. You should check-in, if possible, by Noon on Thursday. The gates open for the public at 2:30 PM Thursday. If possible, please do not begin tear down until after 4:00 PM on Sunday.
7. The hours of Festival operation are:

Thursday	3:00 pm - 11:45 pm	(gates open at 2:30 pm)
Friday	9:15 am - Midnight	(gates open at 8:00 am)
Saturday	9:15 am - Midnight	(gates open at 8:00 am)
Sunday	9:00 am - 6:05 pm	(gates open at 8:00 am)
8. Each exhibitor will be responsible for the security of their booth and materials. At the close of each day, exhibitors should secure their booths. Festival security will be stationed in the Expo Center and patrolling the festival grounds after hours but we cannot guarantee the safety of, nor be responsible for, valuable items left unsecured in booths.
9. Sponsors are responsible for providing all display materials, other than table and chairs.
10. Exhibitors may not hang banners on the exterior of the tent nor outside their exhibit space.
11. As stated by the North Carolina State Fire Codes, **NO SMOKING** will be allowed in any MerleFest tent. North Carolina State Fire Codes also state that if open flame or other device emitting flame or fire is used, an appropriate fire extinguisher must be on hand. Fire extinguishers must have a current inspection date (within one

year). N.C. Fire Code - 3902.3 "FLAME RESISTANT TREATMENT - The owner shall have a certificate executed by an acceptable testing laboratory certifying that any decorative materials and tarpaulins meet the requirements for flame resistance as determined in accordance with both the small scale and large scale tests in NfiPA 701, and that such flame resistance is effective for the period specified by the permit."

12. The Festival reserves the right to cause any unacceptable work to be removed from any exhibit or to cause any exhibit which does not reflect the standards and goals set forth by the Festival officials to be removed.

**13.** The Festival will not be postponed or canceled due to inclement weather. Exhibitor takes full responsibility for the protection of goods and property in the event of adverse weather.

14. This is a family oriented festival held on state property. ALCOHOL, DRUGS, GLASS CONTAINERS, AND VIDEO/AUDIO RECORDING EQUIPMENT ARE PROHIBITED. NO PETS ALLOWED.