



Session I	Friday, January 22 nd , 2016	6:00 pm - 9:00 pm
Session II	Saturday, January 23 rd , 2016	1:00 pm - 4:00 pm
Session III	Saturday, January 23 rd , 2016	6:00 pm - 9:00 pm

WINE ON ICE VENDOR CONTRACT

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

WEBSITE (if applicable): _____

Please set up a reciprocal link with www.wineonice.com

BEST TIME TO REACH YOU: _____

Contract between _____ (hereinafter known as VENDOR) and Lilly Broadcasting. Wine on Ice (hereafter known as THE FESTIVAL) for operation Friday and Saturday, January 22 & January 23, 2016. Both parties agree as follows:

A. RESPONSIBILITIES OF THE FESTIVAL

1. THE FESTIVAL to provide Access ID (Participant Passes for personnel necessary to staff VENDOR'S booth(s) at a maximum of 3 per single booth or 6 per double booth per session.
2. Upon receipt of this Agreement and booth rental fee, THE FESTIVAL shall provide a booth space site assignment to VENDOR as described in Section C-7.

B. RESPONSIBILITIES OF THE VENDOR

1. The VENDOR agrees to use Participant Passes only for personnel necessary to properly staff booth, passes required over 3 per booth (above) may be purchased for \$20.
2. VENDOR is required to set-up their booth on Friday, January 22, 2016, beginning at 9:00 AM unless otherwise arranged with THE FESTIVAL COORDINATOR. Teardown may not begin until the conclusion of the event (9:30 PM) on Saturday, January 23, 2016.
3. The VENDOR will not sell or donate space in their booth for advertising and/or promotion of any third party without written consent of THE FESTIVAL.
4. The VENDOR agrees to operate in accordance with regulations set forth by the State and Federal Agencies and must be individually permitted to operate by the State of (insert State).
5. The VENDOR is responsible for paying all applicable federal, state, and local taxes. VENDOR is required, by law, to obtain and display a valid tax certificate if applicable. A copy of such certificate must be on file with THE FESTIVAL for fines, penalties, etc., assessed to THE FESTIVAL as a result of VENDOR non-compliance with the New York State Tax Laws.
6. The VENDOR agrees to pay all fines/penalties levied to VENDOR and to reimburse THE FESTIVAL for any fines/penalties levied to THE FESTIVAL as a result of the VENDOR'S non-compliance with any Federal, (insert State), or local law including, but not limited to, DEV, OSHA, FCC, DOL, DOH, and EPA.
7. VENDORS are responsible for arranging for any electrical and phone line requirements for booth with FIRST ARENA directly at their own expense.
8. **Food vendors, including those who offer samples of food**, will be required to have their Health Department Permits and Hand Washing Station. If you will be sampling/selling any food items, you must have the appropriate health permit. *If you have any question about needing a permit please contact the Chemung County Health Department at 607.737.2019.* You will also need to have a copy of your sales tax certificate on file with us and on display at your booth if you are conducting any sales.

C. RESPONSIBILITIES OF BOTH PARTIES – GENERAL INFORMATION

1. VENDOR sales locations are at the discretion of THE FESTIVAL
2. Any support vehicles required by the VENDOR must be parked in the appropriate lot as designated by FESTIVAL management.
3. THE FESTIVAL and VENDOR shall remain independent contractors, and nothing contained herein or done pursuant hereto shall be construed to create any relationship of principal and agent or employer and employee between THE FESTIVAL and VENDOR to make joint ventures.
4. The VENDOR, its affiliated companies, and subsidiaries, agree to be responsible for, and to defend, hold harmless, and indemnify, THE FESTIVAL, Lilly Broadcasting LLC, and First Arena and their affiliated companies, and their agents, servants, officers, including reasonable attorney's fees, of liability whether by reason of injury (including death) to the person or property of another or otherwise arising in connection with this Agreement, excepting only claims based upon THE FESTIVAL'S sole negligent or intentional acts.
5. **INSURANCE:** The VENDOR, its affiliated companies and subsidiaries agree to secure and maintain during the period of this Agreement the following insurance coverage's:
 - a. Bodily injury \$300,000 per occurrence
 - b. Property damage \$300,000 per occurrence

OR - \$300,000 per occurrence, combined single limit

The VENDOR agrees to name SJL of Pennsylvania LLC (3524 State St. Erie, PA 16508) and Lilly Broadcasting LLC (474 Old Ithaca Rd. Horseheads, NY 14845) and First Arena (155 N. Main St. Elmira, NY 14901) as "additional insured" and to provide a certificate of such coverage no later than 14 days prior to the event. Additionally, a copy of VENDOR'S certificate of Worker's Compensation insurance is required, if applicable. (If VENDOR will have employees working THE FESTIVAL, it is applicable.)

The Certificate of Insurance must be in the hands of the Festival Coordinator no later than January 1, 2016. There will be no insurance waivers granted for any reason.

6. **FEES** All VENDORS will be required to pay fees:

- **Single Booth** prior to October 31, 2015 (email Angela Mosher amosher@weny.com for rates) (after October 31, 2015 add \$50) which includes a Listing in the Taster's Guide that will include the VENDOR'S name, address, phone number, and website.
(Display ads are sold separately. ½ page ad by your listing is \$75 & full page is \$125)
- **Double Booth** prior to October 31, 2015 (email Angela Mosher amosher@weny.com for rates) (after October 31, 2015 add \$50) which includes a Listing in the Taster's Guide that will include the VENDOR'S name, address, phone number, and website.
(Display ads are sold separately. ½ page ad by your listing is \$75 & full page is \$125)

WINERIES ONLY...Two (2) bottles of wine per single booth and Four (4) bottles of wine per double booth are due at set-up (USED FOR DOOR PRIZES).

BOOTHS:

- Single Booth - 10'X10' feet contains (1) 8 ft. front table topped with white plastic and skirting and (1) 6ft table skirted, and (2) folding chairs (on request).
- Double Booth - 20'X10' booth contains (2) 8 ft. tables topped with white plastic and skirting, (2) 6 ft. tables skirted and (4) folding chairs (on request).
- Pipe and Drape is included for all. Booth Location is TBD.

THE FESTIVAL reserves the right to change the planned booth location if necessary.

If you would like to participate in other Lilly Broadcasting Special Events, please visit their websites for more information and contact information:

Glass City Wine Festival, Sat. March 5, 2016 at SeaGate Convention Centre, Toledo, OH
-Glasscitywinefestival.com

Wine On The Lake, Sat. April 2, 2016 at Bayfront Convention Center, Erie, PA
-Wineonthelake.com

Buffalo Wine Festival, Sat. April 16, 2016 at Buffalo Niagara Convention Center, Buffalo, NY
-Buffalowinefestival.com