



Contract between \_\_\_\_\_ (hereinafter known as VENDOR) and Lilly Broadcasting Glass City Wine Festival (hereafter known as THE FESTIVAL) for operation Saturday, March 5, 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 booth(s) at a maximum of 3 per booth per for a single booth, 6 per booth for a double booth and 9 per booth for a triple booth per session.
2. THE FESTIVAL shall provide a booth space site assignment to VENDOR as described in Section C-7.
3. THE FESTIVAL will provide ice to the VENDOR free of charge during the event.
4. THE FESTIVAL will include information about the VENDOR in the event Tasting Guide as provided by the VENDOR. THE FESTIVAL reserves the right to edit any content submitted by the VENDOR.

#### **B. RESPONSIBILITIES OF THE VENDOR**

1. VENDOR agrees to use Participant Passes only for personnel necessary to properly staff booth, passes required over the maximum per booth (above) may be purchased for \$20.
2. VENDOR may set-up their booth on Saturday, March 5, 2016, beginning at 7:00 AM unless otherwise arranged with THE FESTIVAL DIRECTOR. Teardown may not begin until the conclusion of the event (9:30 PM) on Saturday, March 5, 2016.
3. 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. 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 Ohio Tax Laws.
5. 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 non-compliance with any Federal, Ohio, or local law including, but not limited to, DEV, OSHA, FCC, DOL, DOH, and EPA.

#### **C. RESPONSIBILITIES OF BOTH PARTIES – GENERAL INFORMATION**

1. VENDOR booth 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. VENDOR, its affiliated companies, and subsidiaries, agree to be responsible for, and to defend, hold harmless, and indemnify, THE FESTIVAL, Lilly Broadcasting, and Seagate Convention Centre 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:** 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

VENDOR agrees to name Lilly Broadcasting of Pennsylvania, LLC (3514 State Street, Erie, PA 16508) and Lilly Broadcasting Holding Company LLC, Seagate Convention Centre as "additional insured" and to provide a certificate of such coverage no later than 14 days prior to the event. The Certificate of Insurance must be in the hands of the FESTIVAL DIRECTOR no later than January 31, 2016. There will be no insurance waivers granted for any reason.

## C. FEES

### **Electricity is included in the price of the booth.**

Landline telephone connection will be an additional \$175.00.

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

#### 1. BOOTHS:

- Single Booth - 10'X10' feet contains (1) 6 ft front table with linen and skirting, (1) waste receptacle, and (2) folding chairs (on request).
- Double Booth – 20'X10' booth contains (2) 6 ft tables with linens and skirting, (1) waste receptacle, and (4) folding chairs (on request).
- Triple Booth = 30'X10' booth contains (3) 6 ft tables with linens and skirting, (1) waste receptacle, and (6) folding chairs (on request).
- Pipe and Drape is included for all. Booth Location is TBD.

AMOUNT DUE:	Before 10/31/2015	After 11/01/2015
Please Check Amount Due:		
Single Booth	\$250 _____	\$300 _____
Double Booth	\$350 _____	\$400 _____
Triple Booth	\$450 _____	\$500 _____

Do you need an Electrical Outlet (selection required)  Yes  No

**2. AD SPACE:**

VENDOR may purchase discounted advertising in the Tasting Guide to further promote themselves to our guests.

Additional ad space in the tasting guide:

¼ Page Ad \$100 \_\_\_\_\_

½ Page Ad \$200 \_\_\_\_\_

Full Page Ad \$400 \_\_\_\_\_

Total Amount Due with contract: \$ \_\_\_\_\_

**Please make check payable to WSEE**  
with **Glass City Wine Festival** on the memo line of your check.

If you are in agreement with the terms as outlined above, please sign where indicated and return a fully completed contract.

\_\_\_\_\_  
FESTIVAL Representative    Date  
Lilly Broadcasting LLC

\_\_\_\_\_  
Authorizing Officer        Date  
VENDOR

Please return completed contract via email, or mail, along with your payment to:

Director of Operations  
1031 E. Morgan Road  
Jefferson, OH 44047

[brook@GlassCityWineFestival.com](mailto:brook@GlassCityWineFestival.com)

Lilly Broadcasting Special Events Division  
[www.glasscitywinefestival.com](http://www.glasscitywinefestival.com)