

2010 AUTUMN WINE FESTIVAL COMMERCIAL VENDOR APPLICATION

DATES:

October 16-17, 2010

LOCATION:

Pemberton Historical Park, 27851 Pemberton Drive, Salisbury, MD 21801

ABOUT THE EVENT:

The Autumn Wine Festival is celebrating its 8th year in 2010. It features wineries from all over the State of Maryland, as well as food vendors, craft vendors and entertainment.

SHOW HOURS:

Saturday : 11 AM – 6 PM
Sunday : 12:30 PM – 6 PM

COMMERCIAL VENDORS

On or before 9/1/10 \$300.00 (per space);

After 9/1/10 the cost is \$350.00 (per space)

Commercial Vendor space size is 10' x 15'

There is no discount for purchase of multiple booths.

AUTUMN WINE FESTIVAL COMMERCIAL VENDOR CONTRACT

Name of Business **Contact Person**

Address

Cell-Phone Number **Home Phone Number** **Md. Sales Tax No.** **Business License No.**

Item(s) being sold:

Is electricity needed? YES _____ NO _____

Booth space rental: \$ _____

Additional footage: _____ ft. x \$10 = \$ _____

Electric (\$25.00) \$ _____ **what is required?** _____
(BRING AT LEAST A 100' EXTENSION CORD)

TOTAL DUE.\$ _____

Any modification of this agreement shall be null and void unless said modification is set forth in writing by the said parties.

This agreement incorporates all agreements and understandings, either oral and or written, between the parties and has not excluded any term contemplated prior to the signatures of the parties. This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below.

Signature of Vendor _____

In order to process this application, the agreement must be signed, dated and returned. Any applications received without the agreement signed will be considered void and will not be processed. No application is complete without payment. Wicomico County reserves the right to refuse any applicant for any reason with our without cause.

Make check payable to: Wicomico County, Maryland.
Return payment and form to:
Wicomico County, Maryland
ATTN: Linda
8480 Ocean Highway, Delmar, MD 21875
410-548-4914/office 410-341-4996/fax

FOR OFFICE USE ONLY
Date payment received _____ Agreement Signed: _____
Amount Paid \$ _____ Electric _____ Type **COMMERCIAL** _____

**AUTUMN WINEFESTIVAL
2010 COMMERCIAL VENDOR AGREEMENT**

The Vendor agrees to each and all clauses set forth in this agreement and identified in the Wicomico County application herein incorporated by reference. Failure by the Vendor to abide by any clauses set forth in this agreement of the 2010 Autumn Wine Festival, gives Wicomico County (hereinafter known as the County) and/or the authorized agents of the County, the right to (1) immediately terminate this agreement (2) require Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and (3) forfeit any and all fees paid to Wicomico County for the right and privilege of participating as a Vendor of the 2010 Autumn Wine Festival. No clauses of this agreement may be changed in any way or altered without the written, signed permission of the County.

1. Wicomico County agrees to provide each the Commercial Vendor of the 2010 Autumn Wine Festival with a **10 x 15 space** at Pemberton Historical Park. The Vendor must provide their own tent, tables, chairs and extension cords (if electrical power is requested). In the event the Vendor fails to appear at the Festival and claim their reserved space by 9:00 AM, Eastern Time Zone, on Saturday, October 16th, the County reserves the right to assign, and or resell, such space to another prospective Vendor without further notice, nor refund, to the undersigned Vendor. If it appears, or it is necessary, for the undersigned Vendor to arrive later than the time noted above, it is the undersigned's responsibility to notify and make arrangements with Linda Rickards, telephone number 410-422-2977.

2. Vendor agrees to obey all rules and instructions as directed by the County's Vendor Coordinators during the festival weekend, any failure to strictly adhere to such instructions may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to the County.

3. Vendor agrees and acknowledges that household pets, amplified sound, barbeque grills, within or around your designated booth space is strictly prohibited. Any violation herein shall be considered a material breach of this agreement by the Vendor and shall result in immediate termination of this agreement and forfeiture of any and all fees paid to the County.

4. Vendor agrees and acknowledges to abide by all directions by the County which seeks to protect the environment and infrastructure of Pemberton Historical Park and the safety of Festival patrons. Vendor hereby acknowledges its liability, and agrees to

compensate the County, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, objects to the environs and infrastructure of the park which causes the County to pay for the repair, replacement, or other remuneration to the County for such damage to the environs or infrastructure of the park.

5. Out of fairness and consideration of all Festival participants, Vendor acknowledges and agrees to only utilize such space contained within the confines of its booth, and not to extend beyond 3 feet directly in front of its booth, for any sales, distribution, or other solicitation by the County participant. Vendor acknowledges and agrees that they are strictly prohibited from "canvassing" or otherwise roaming the Festival Grounds in any effort to promote its booth's purpose. The County will make every reasonable effort, as allowed by law, to prohibit any unauthorized "canvassing."

6. As a courtesy to other exhibitors and festival participants, any amplified sound and loud noise from your booth is prohibited. Additionally, the Vendor acknowledges and agrees that any material of an adult nature shall be displayed subject to the Federal, State, and Local rules, laws, and regulations regarding the display of such materials which may be considered obscene or objectionable for view by minors.

7. The County reserves the right to prohibit, within any Vendor booth or on the festival grounds, the display, advertisement, or other promotion of any business, company, or organization which may be in conflict with a current County sponsor or preferred vendor. Any questions concerning current County sponsors or preferred vendors, should be directed to the Autumn Wine Festival Committee Chairman prior to the event.

8. Vendor shall not display, offer for view or sell any illegal or contraband items. The laws of the State of Maryland and local ordinances of the Wicomico County shall control. Vendor shall not display, offer for view or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items at any and all sites and operations.

9. Vendor shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned or marked in any manner with any and all the words "2010 Autumn Wine Festival." Even when printed with other words, Vendors shall not offer phrases, logos or artwork with any variations of these words.

10. Vendors shall not sublet their space to anyone.

11. Vendor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold the County or its representatives responsible for any type of permits other than for the festival itself. Vendor is responsible for the acts, and all

costs associated with, any and all its employees and volunteers. No Vendor shall hold itself out as an Agent of the County.

12. Cancellations / Refund Policy / No Shows: A 75% refund will be given with a written request received by September 1, 2010 if the space can be filled from an approved waiting list. No refunds will be given for any request received after October 1, 2010.

13. The County will provide limited overnight security at the festival site on Friday, October 15th and Saturday, October 16th; however, the County accepts no responsibility for items left overnight. Vendors are solely responsible for the security of all items in their booth at all times.

14. The County makes no representation or guarantees towards actual festival attendance.

15. Vendor understands that the County has no control over weather, acts of God, acts of terrorism, or governmental intervention, or any other cause that may prevent and alter and or interrupt, the festival weekend, and participants shall hold the County harmless for any losses that could arise because of such event.

16. The County reserves the right to place Vendors in a booth location at the complete discretion of the County. The County shall have sole and complete authority to place the participant in any location on the festival grounds, irrespective of the participant's request. The County makes no representation, nor does it guarantee any volume of "foot-traffic" of Festival Guests in any area of the grounds. The County cannot speculate, nor control, the popularity of one area of the Festival over the other.

17. Vendor upon vacating their booth space (s) will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate containers. Failure of the Vendors to clean their booth site may result in the future denial of Vendor participation.

18. Vendor participant certifies that it maintains adequate liability insurance to cover any and all occurrences which may result in the damage or injury to any person who may be a patron within the confines of the Vendor participant's booth space.

19. Please leave all pets at home.

20. Signs/Banners/Tents shall be made of a flame retardant material and proof of such fire retardant rating shall be made available to the County Fire Marshal upon request. Failure to have such fire retardant rating information available could result in the immediate closure of the Vendor's operation until such information is satisfactorily provided. Any losses or damages by Vendor are hereby waived against the County, for failure to have such information readily available for inspection by the Fire Marshal.

