

2018 Autumn Wine Festival

COMMERCIAL VENDOR APPLICATION

DATES:

October 20 & 21, 2018

LOCATION:

Pemberton Historical Park, 5561 Plantation Lane, Salisbury, Maryland 21801

ABOUT THE EVENT:

The Autumn Wine Festival is celebrating its 16th year in 2018. It features wineries from all over the State of Maryland, food vendors, craft vendors and entertainment.

SHOW HOURS:

Saturday: 11:00 AM – 5:00 PM

Sunday: 11:00 AM – 5:00 PM

Vendors should plan to be open during all hours of the Festival. Vehicular traffic on Festival grounds will not be permitted during open hours. Vendors shall be assigned a parking pass and should park in designated vendor areas or general parking. If booth or exhibit must be supplied each day by vehicle, it must be completed one (1) hour prior to the opening of the Festival. Deliveries by vehicle will not be permitted after these times.

COMMERCIAL VENDORS:

Paid application deadline is 9/1/2018

Commercial Vendor space is 10' x 15'

Cost for Application \$350.00

There is no discount for purchase of multiple booths.

Space is limited. Paid application is not a guarantee of booth space at the Festival. You will be notified by 9/15/2018 regarding acceptance.

**2018 AUTUMN WINE FESTIVAL
COMMERCIAL VENDOR AGREEMENT**

Date: _____

Name of Vendor and Contact Person

Address

Cell Phone Number

Home Phone Number

MD Sales Tax No.

Business License No.

Email Address: _____

FAX: _____

Item(s) being sold: _____

Electricity is not available at this festival.

Booth space rental: 10' x 15' \$350.00

Additional footage: _____ ft. x \$10.00 = \$_____

TOTAL DUE: \$_____

Any modification of the Agreement shall be null and void unless said modification is set forth in writing by all or both parties.

I release the County and its agents from all claims or liabilities of any kind, including personal injury or damaged property, related to Autumn Wine Festival

I will indemnify and hold harmless the County, it's officers, agents, volunteers, and employees from all liability or claims (including attorney's fees) resulting from any personal injury or damaged property related to Autumn Wine Festival; and

I assume all risks associated with the Autumn Wine Festival.

This Agreement incorporates all agreements and understanding 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 _____ Date _____

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.

Make check payable to: Wicomico County, Maryland

Return Payment and Application to:

Wicomico County, Maryland

Attn: Cole Lacey

8480 Ocean Highway, Delmar, MD 21875

410-548-4914/Office 410-341-4996/Fax

**AUTUMN WINE FESTIVAL
2018 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 2018 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 2018 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 Vendor of the 2018 Autumn Wine Festival with a 10' x 15' space at Pemberton Park. The Vendor must provide their own tent, tables, chairs and electrical power. 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 20, 2018, the County reserves the right to assign, or resell, such space to another prospective Vendor without further notice, without refund, to the undersigned Vendor. If it appears, or it is necessary, for the undersigned Vendor to arrive late than the time noted above, it is the undersigned's responsibility to notify and make arrangements with Linda Lyons, telephone number 410-548-4914.

2. Vendor agrees to obey all rules and instructions as directed by the County's Vendor Coordinator 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 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 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, and materials, to the environs and infrastructure of the Park which causes the County to pay for the repairs, replacement, or

other remuneration to the County for such damage to the environs or infrastructure of the Park.

5. Out of the 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 of Festival participants. 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 Maryland 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 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 on 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 Festival Committee Chairman prior to the Festival.

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 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 “2018 Autumn Wine Festival”. Even when printed with other words, Vendors shall not offer phrases, logos or artwork with any variations of these words.

10. This Agreement cannot be reassigned. Subletting all or part of the space is not permitted.

11. Vendor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold the County or its representative 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.

You MUST obtain a Maryland Sales Tax number for the purpose of reporting sales tax collected to the State of Maryland and you must obtain a Wicomico County Independent Business License from the Clerk of the Circuit Court for Wicomico County.

The sales tax number can be obtained on-line at www.marylandtaxes.com – there is no fee for this. If you need a copy of a sales tax number that you currently have, a copy can be obtained by calling 410-974-5534.

After you get the sales tax number, you MUST obtain your business license at least seven days prior to the Festival. You should contact Donna Short at the Clerk of the Circuit Court Office for Wicomico County. Her telephone number is 410-543-1427, ext.162.

Exception: If you receive less than 10% of your annual gross income from your sales at this Festival AND you have not participated in more than three (3) events in the past year, you DO NOT have to obtain a Maryland Sales Tax Number. If this applies to you...please contact Linda Lyons at 410-548-4914 to have the applicable form sent to you.

12. Cancellations/Refund Policy/No Shows: A 75% refund will be given with a written request received between September 15, 2018 and September 30, 2018 if the space can be filled by Vendor on the approved waiting list. No refunds will be given for any request received after October 1, 2018.

13. The County will provide limited overnight security at Festival site on Friday, October 19, and Saturday, October 20; 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. Neither the County nor Vendor shall be held responsible for delay or default caused by fire, riot, acts of God, County declaration or emergency, or war where such cause was beyond, respectively, the County's or Vendor's reasonable control. The County and Vendor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations. Vendor shall hold the County harmless for any losses that could arise because of such events.

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 (s) 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 (s) may result in the future denial of Vendor participation.

18. Vendor certifies that it maintains adequate liability insurance (\$1,000,000 per occurrence and \$2,000,00 general aggregate and \$500,000 for property damage) 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. It is the vendor's responsibility to properly secure tent and property in the event of inclement weather conditions.

19. Signs/Banners/Tents shall be made of a frame 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.

20. **INDEMINIFICATION AGREEMENT** The vendor and vendor's staff acknowledge and agree that neither Wicomico County nor its agents, employees, or volunteers shall be responsible for any expenses, losses, damages, claims, lawsuits or liabilities that are in any way caused by or result from the participating in the festival authorized by this application. Vendor further agrees for himself and for those working for him, Vendor shall be responsible for any and all expenses of, cost of defense, losses to, damages or claims made against Wicomico County or their agents, employees, or volunteers that are in any way caused by or result of participation as a Festival vendor under this permit.

21. Vendor Admission: Vendors will be issued one daily admission pass to one day of the Festival. Ticket will be handed out from the vendor coordinator Saturday, October 20, 2018. No refunds or resale of unused vendor tickets. Additional tickets for vendors can be purchases on-site at a reduced rate of \$25 per ticket. Please see vendor coordinator for any vendor ticket issues.

22. Wicomico County reserves the right to limit the number of additional vendor daily tickets bought under the terms of the Agreement. Additional ticket costs to be determined by vendor coordinator.

23. Food booths are also required to display the following: 1) Health Certificate; 2) Fire Extinguisher.

24. Ice runners will be available throughout the Festival hours selling bags of ice to Vendors. Vendors can pay cash at the point of purchase or can create a tab that will be due by the end of the Festival. All applicable ice fees shall be paid in full before the close of the Festival. In the event that fees are not satisfied, the Vendor will be invoiced and be subject to late fees in addition to possible exclusion from future Festival(s) sponsored by the County.