

## 2010 Cleveland Wine Festival

### Food Vendor Agreement

This agreement is made this \_\_\_\_ day of \_\_\_\_, 2010, between Wine Festivals, LLC, of Barrington, Illinois, (WF), and

Vendor Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

(hereinafter "Vendor")

WHEREAS, the Cleveland Wine Festival is a public event organized and coordinated by WF;

WHEREAS, WF and the Vendor wish to provide food for all attendees at the Cleveland Wine Festival, and agree that the food products to be distributed to the public at the Cleveland Wine Festival should be of the highest quality possible;

NOW, THEREFORE, in consideration of the mutual promises contained herein, sufficiency of which is acknowledged, the parties agree as follows:

1. Vendor Location: The Cleveland Wine Festival takes place Nautica Pavilion in downtown Cleveland, Ohio on June 25-26, 2010. WF agrees to provide Vendor with space at the Cleveland Wine Festival at which Vendor will display or sell products and/or services as listed in Paragraph 6. Vendor agrees that WF shall have sole authority and discretion in the assignment of the spaces at the Cleveland Wine Festival. Vendor agrees to the fees, payment schedule, hours of operation and all additional requirements as set out in the following paragraphs.
2. Amenities: WF agrees to provide Vendor with the following amenities at Vendor's space location:
  - (a) Opportunity to sell your food products
  - (b) One (1) 10' x 10' tented display space
  - (c) One (1) 8' skirted table
  - (d) Two (2) chairs
  - (e) Two (2) 20-amp. 110 circuits (increased power provided for additional fee)
  - (f) Ten (10) entry passes to the Festival
  - (g) Four (4) staff badges for Vendor booth
  - (h) One (1) booth sign with Vendor name
  - (i) Vendor listing in Festival Program

Note: Electrical power is provided during hours of operation only. Power is not available during overnight hours.

3. Permits: The Vendor agrees to obtain, at its expense, all necessary health, food, or other permits and/or licenses required by the City of Cleveland Department of Public Health. Failure to obtain the proper and required permits will act as a breach of this Agreement in accordance with Paragraph 9 below. Vendor agrees to have a representative at the site for inspection by the Department of Public Health prior to the operating hours of the Festival. Failure to comply with the inspection requirements may result in the Department of Public Health denying a permit, which will in turn act as a breach of this contract as specified below.
4. Payment: The Vendor agrees to pay WF a fee of **\$500.00** for the vendor space and amenities listed above. The Vendor agrees to pay 100% of this fee upon execution of this Agreement. **The signed Agreement and payment are due to WF no later than May 14, 2010.** The Vendor's payment which accompanies this Agreement shall be refunded in full if this offer is not accepted by WF.
5. Hours of Operation: (a) The Vendor agrees to continually operate its booth during the official operating hours of the Event as:

Friday, June 25, 2010	4:00PM – 10:00PM
Saturday, June 26, 2010	3:00PM – 9:00PM

(b) The Vendor shall be permitted to set-up its booth between 2:00PM and 5:00PM on Thursday, June 24, 2010 and 8:00AM to 2:00PM on Friday, June 25, 2010. No motor vehicle access will be permitted to and from the Vendor's booth space at any time during the operating hours of the Event.

(c) The Vendor shall not be permitted to strike Vendor's area until 9:00PM on Saturday, June 26, 2010 and shall have all its property removed from the Cleveland Wine Festival site by 12:00AM Sunday, June 27, 2010. Failure to have all property removed by 12:00AM Sunday, June 27, 2010 may result in WF removing the property at the Vendor's sole expense.

6. Vendor Menu: The Vendor agrees to sell only those item(s) as listed below and approved by WF in advance of the Cleveland Wine Festival. Any vendor selling food or offering samples of any food product that IS NOT a commercially pre-packaged food, is required by the City of Cleveland Department of Public Health to obtain a temporary food service permit. Vendor is responsible for securing this permit prior to the Festival.

The Vendor explicitly agrees not to sell ANY BEVERAGES at the Cleveland Wine Festival.

Menu Item	Menu Price
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____

7. Vendor Obligation: The Vendor also agrees:
  - (a) To clean and secure the Vendor's space at night;
  - (b) To comply with arrangements made by WF for removal of waste and recycling from site;
  - (c) To provide Vendor's own fire extinguisher with current registrations dates;
  - (d) To wear uniforms, hats or other items of clothing to help identify the persons involved in Vendor's operation;
  - (e) To attend a Food Vendor meeting prior to the Festival if required by the City of Cleveland Department of Public Health;
  - (f) To comply with any other rules and regulations established by WF for Food Vendors and the Cleveland Wine Festival.
  
8. Insurance: The Vendor agrees to provide to WF on or before June 14, 2010, a current certificate of insurance which shall be effective for the dates of the Cleveland Wine Festival, and which will provide for coverage, which shall include but not be limited to general liability coverage in the amount of at least \$2,000,000 (Two Million Dollars). Wine Festivals, LLC, Jacobs Investments Management Co. Inc and its Affiliates, and Bright Side of the Road Foundation shall all be included on said certificate as additional insureds.
  
9. Liability: The Vendor agrees to pay for any damage done by it, its agents or employees to any personal or real property (e.g. tents, tables, structures, etc.) provided by or through WF to the Vendor at the Cleveland Wine Festival.
  
10. Breach: The Vendor agrees that all fees paid WF are non-refundable, and that any failure on the Vendor's part to comply with this agreement shall be a breach of this Agreement. In the event of breach by the Vendor, WF shall be entitled to terminate this Agreement and retain all fees paid by Vendor as liquidated damages for the Vendor's failure to comply with this Agreement. WF may also demand Vendor immediately remove its property and vacate the space in which case the Vendor agrees to forfeit all payments to WF as liquidated damages.
  
11. Indemnification: The Vendor agrees to indemnify WF, any officer, employee of WF, Jacobs Investment Management Co., Inc and its Affiliates, and the Bright Side of the Road Foundation from any and all fees, costs and expenses incurred by them in connection with any claim, lawsuit, or proceedings arising out of or in connection with any act or omission of the Vendor or its agents in connection with the Vendor's involvement with the Cleveland Wine Festival.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year above written.

VENDOR

Wine Festivals LLC

By: \_\_\_\_\_  
Its authorized representative

By: CEO Management, Manager

By: \_\_\_\_\_  
Scott Janess, President

This Agreement is not effective unless and until it is signed by an authorized representative of Wine Festivals, LLC.