

Commercial Exhibitor Agreement, 2008 Vancouver Wine & Jazz Festival

1. Agreement: This Exhibitor Agreement is between Bravo! Vancouver/Vancouver Wine & Jazz Festival™ herein called "Festival" and _____ herein called "Exhibitor." The Festival and Exhibitor are mutually entering into a short term Agreement as stated in the attached Exhibitor Package. Dates for the 2008 Festival are Friday, Saturday and Sunday, August 22, 23, 24, 2008. Hours are scheduled for 4:00 PM to 10:00 PM Friday; 11:00 AM to 10:00 PM Saturday; and 11:00 AM to 8:00 PM Sunday. Hours are subject to change, and do not affect this Agreement.

2. Exhibitor: Exhibitor agrees to provide items as selected in the Exhibitor Package.

3. Festival: Festival agrees to provide items as selected in Exhibitor Package.

4. Sales & Security: Exhibitor sales, and/or local or state sales taxes are the sole responsibility of the Exhibitor. Exhibitor and/or Exhibitor assistant will be issued an Exhibitor Badge for identification and security purposes. Badge must be worn at all times. Exhibitor or an Exhibitor assistant must remain at the booth during the Festival. The Festival is fenced, and security will be provided beginning Friday, August 22 at 4:00 PM through the official close of Festival, August 24, 2008. However, any damage or theft of materials or products of Exhibitor or assignee; or theft or damage of any personal belongings of Exhibitor or Exhibitor assignee during the Festival, overnight, or at setup or breakdown is the sole responsibility of the Exhibitor and is not the responsibility of the Festival, Bravo! Vancouver, its Board, managers, volunteers, staff, or assigns, nor the City of Vancouver. For liability purposes, Exhibitor is responsible for setup and breakdown. All professional Exhibitors and Vendors shall act in a manner in accordance with accepted industry and community standards and norms. For security purposes, management reserves the right to remove any individual from the Festival.

5. Cancellation of Festival: The Festival is a "rain or shine" annual event. In the event the Festival is cancelled or postponed due to circumstances beyond the control of the Festival (national emergency or national threats, such as terrorism, war, etc; natural disaster, or any other reason); this Exhibitor Agreement shall remain in effect until the Festival can be properly rescheduled and effectively staged.

6. Alcoholic Beverages: No Vendor may serve, sell distribute or give away any beer, wine or other alcoholic beverages. Only official Festival wineries or beer vendors may sell, sample or serve alcoholic beverages.

7. Exhibitor Fees: Exhibitor fees are due on receipt with the 2008 Agreement. The Festival does not charge a commission on vendor sales. The Exhibitor shall participate throughout the duration of the Festival, and agrees to remain in operation until the close of the Festival. If Exhibitor is accepted and then cancels for any reason, Fees are nonrefundable. Booth Fee is non-refundable: i.e., if Exhibitor is accepted by Festival and cancels or otherwise fails to attend for any reason, booth fee will not be refunded. This Agreement may be canceled for any reason at the sole discretion of the Festival. Exhibitors are accepted on a Space Available Basis.

8. Liability and Hold Harmless: All work is done at Exhibitor's risk. Exhibitor shall take all necessary precautions and shall be responsible for the safety of Exhibitor, Exhibitor employees, agents, assigns, and subcontractors in the performance of the work hereunder. Any intentional breach of this Agreement, any personal injury or damage to City property or personal property, or any damage or injury to Bravo! Vancouver or the Festival due to negligent or intentional acts on the part of Exhibitor or his assign and sustained by any organization or individual including but not limited to Bravo! Vancouver, the Festival, the City of Vancouver, the Exhibitor, Exhibitor employees, his agents and assigns, Festival patrons, volunteers, staff, subcontractors, or any other individual shall be the sole responsibility and liability of Exhibitor. Any damages attributed to Exhibitor and assessed by the City shall be paid directly by the Exhibitor to the City. Exhibitor shall maintain general liability insurance, and is responsible for insuring equipment, employees, agents, assigns, and subcontractors in the performance of the work hereunder. Exhibitor must include Bravo! Vancouver/Vancouver Wine & Jazz Festival as "Additional Insured" on their general liability insurance. Exhibitor must provide proof of insurance and Additional Insured form by August 1, 2008. Any Exhibitor not holding valid liability insurance performs all work at their sole risk. The Exhibitor shall defend, save & hold harmless Bravo! Vancouver, the Festival and the City of Vancouver, & their respective officers, agents, employees, staff, volunteers, Exhibitors and assigns from any claims, damages, losses, liability or expenses (including all attorney fees) which may arise from the negligent performance or intentional breach by the Exhibitor of this Agreement. The laws of the State of Washington shall govern the rights and liabilities of the parties. Any lawsuit must be brought in Clark County District or Superior Court in Vancouver, Washington, and the prevailing party shall be entitled to an award of reasonable attorney fees against the other party. In consideration of the mutual covenants contained herein, the undersigned representatives of the parties sign below:

Michael Kissinger, Festival

Date

Exhibitor Representative

Date

Please sign and return with payment to:
Vancouver Wine & Jazz Festival
PO Box 118, Vancouver, WA 98666



Festival Use Only:

GA Tickets Delivered? _____

Banners Received? _____

Other Items? _____