

# Commercial Exhibitor Agreement, 2011 Vancouver Wine & Jazz Festival®

**1. Agreement:** This Exhibitor Agreement is between Bravo! Vancouver/Vancouver Wine & Jazz Festival® herein called "Festival" and (COMPANY NAME): \_\_\_\_\_ herein called "Exhibitor." The Festival and Exhibitor are mutually entering into a short term Agreement as listed in the attached Commercial Exhibitor Package. Dates for the 2011 Festival are Friday, Saturday and Sunday, August 26, 27, 28, 2011. 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 9:00 PM Sunday. Hours are subject to change, and do not affect this Agreement.

**2. Exhibitor:** Exhibitor agrees to purchase space as selected in the **attached Commercial Exhibitor Package**, and pay in full with Agreement. Exhibitor will sell or promote the following products and/or services (PLEASE LIST): \_\_\_\_\_

**3. Festival:** Festival agrees to provide items as selected (**3-Day Northwest Marketplace Exhibitor OR 3-Day Premium Exhibitor**) Exhibitor Package. Festival reserves the right to refuse any potential Exhibitor for any reason.

**4. Sales, Setup & Security:** Exhibitor sales, and any/all local or state sales taxes are the sole responsibility of the Exhibitor. Exhibitor and Exhibitor staff will be issued an Exhibitor Wristband and/or an Exhibitor Badge for identification and security purposes. Wristband and/or Badge must be worn at all times. Exhibitor or Exhibitor staff must remain at the booth during the Festival. Setup begins on Thursday, August 25 at 8:00 AM. Festival will provide Exhibitor with setup & breakdown times and other details. The Festival is fenced, and security will be provided beginning Thursday, August 25 at 8:00 AM through the official close of Festival, August 28, 2011. 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, nor the respective Board, employees, managers, volunteers, staff, agents or assigns; nor the City of Vancouver, its employees, staff, agents or assigns. For liability purposes, Exhibitor is solely responsible for setup and breakdown. All Exhibitors shall act in a manner in accordance with accepted industry and community standards, and will adhere to all local, state and federal laws. Management reserves the right to remove any person from the Festival for any reason.

**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 & Food:** No Exhibitor may serve, sell, distribute or give away any wine, beer or other alcoholic beverages. Only official Festival wineries or beer vendors may sell or serve alcoholic beverages. No Exhibitor may serve or sell food or beverages. Only official Festival restaurants may serve or sell food or beverages. Exhibitor may only sell, market or promote the specific products or services listed on Application.

**7. Exhibitor Fees:** Exhibitor fees are due in full with this 2011 Agreement. The Festival does not charge a commission on Exhibitor sales. The Exhibitor shall participate throughout the duration of the Festival, and agrees to remain in operation until the close of the Festival. Once accepted, fees are nonrefundable. If Exhibitor is accepted and then cancels or fails to attend for any reason, all fees are nonrefundable. This Agreement may be canceled for any reason at the sole discretion of the Festival. Exhibitors are accepted on a Space Available Basis, and only if products/services meet the quality and mission of the Festival as appropriate to the Festival.

**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 of Vancouver. 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. General Liability insurance should include a minimum of \$1,000,000 for: General Aggregate Limit, Products Limit, Personal and Advertising Injury Limit, and Each Occurrence Limit. Exhibitor must provide proof of insurance and Additional Insured form by August 1, 2011. Any Exhibitor not holding valid liability insurance performs all work at their sole risk, assumes all liability, and may not be permitted to Exhibit at the Festival. 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:

\_\_\_\_\_  
Festival Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
Exhibitor Representative (PRINT NAME & SIGN HERE)

\_\_\_\_\_  
Date

Please sign and return by June 1, 2011, with payment to:

Vancouver Wine & Jazz Festival, PO Box 118, Vancouver, WA 98666-0118

**Festival Use Only:**

2011 Approved by Festival: \_\_\_\_\_ YES \_\_\_\_\_ NO Exhibitor Booth Paid Amount: \$ \_\_\_\_\_