

# 2010 Queen City Wine Festival

## Food Vendor Agreement

This agreement is made this \_\_\_\_ day of \_\_\_\_, 2010, between Queen City Wine Festival, LLC, of Barrington, Illinois, (QCWF), and

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

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

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

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

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

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

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

(hereinafter "Vendor")

WHEREAS, the Queen City Wine Festival is a public event organized and coordinated by QCWF;

WHEREAS, QCWF and the Vendor wish to provide food for all attendees at the Queen City Wine Festival, and agree that the food products to be distributed to the public at the Queen City 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 Queen City Wine Festival takes place at Yeatman's Cove, Sawyer Park in Cincinnati, Ohio on August 13-14, 2010. QCWF agrees to provide Vendor with space at the Queen City Wine Festival at which Vendor will display or sell products and/or services as listed in Paragraph 6. Vendor agrees that QCWF shall have sole authority and discretion in the assignment of the spaces at the Queen City 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: QCWF agrees to provide Vendor with the following amenities at Vendor's space location:
  - (a) Opportunity to sell your food products
  - (b) One (1) 10'x10' 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 Cincinnati 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 QCWF 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 QCWF no later than July 2, 2010.** The Vendor's payment which accompanies this Agreement shall be refunded in full if this offer is not accepted by QCWF.
5. Hours of Operation: (a) The Vendor agrees to continually operate its booth during the official operating hours of the Event as:

Friday, August 13, 2010      4:00PM – 10:00PM  
 Saturday, August 14, 2010    3:00PM – 9:00PM

(b) The Vendor shall be permitted to set-up its booth between 2:00PM and 5:00PM on Thursday, August 12, 2010 and 8:00AM to 3:00PM on Friday, August 13, 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, August 14, 2010 and shall have all its property removed from the Queen City Wine Festival site by 12:00AM Sunday, August 15, 2010. Failure to have all property removed by 12:00AM Sunday, August 15, 2010, may result in QCWF 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 QCWF in advance of the Queen City Wine Festival. Any vendor selling food or offering samples of any food product is required by the City of Cincinnati 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 Queen City 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 QCWF 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 Cincinnati Department of Public Health;
  - (f) To comply with any other rules and regulations established by QCWF for Food Vendors and the Queen City Wine Festival.
  
8. Insurance: The Vendor agrees to provide to QCWF on or before July 23, 2010, a current certificate of insurance which shall be effective for the dates of the Queen City 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). Queen City Wine Festival, LLC, Enjoy the Arts and City of Cincinnati 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 QCWF to the Vendor at the Queen City Wine Festival.
  
10. Breach: The Vendor agrees that all fees paid QCWF 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, QCWF 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. QCWF may also demand Vendor immediately remove its property and vacate the space in which case the Vendor agrees to forfeit all payments to QCWF as liquidated damages.
  
11. Indemnification: The Vendor agrees to indemnify QCWF, any officer, employee of QCWF, City of Cincinnati and Enjoy the Arts 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 Queen City Wine Festival.

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

VENDOR

Queen City Wine Festival 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 Queen City Wine Festival LLC.