

**The Wine Festival is owned and operated by Lilly Broadcasting, LLC and managed by Erie Promotions & Expos, Inc.**

**By signing and agreeing to the terms outlined in your vendor contract from Erie Promotions & Expos, Inc you agree to this contract between You as the Festival Vendor/Winery (hereinafter known as VENDOR) and Lilly Broadcasting. Both parties agree as follows:**

**A. RESPONSIBILITIES OF THE FESTIVAL**

1. THE FESTIVAL to provide Access ID (Participant Passes for personnel necessary to staff VENDOR'S booth(s) at a maximum of 3 per single booth or 6 per double booth per session.

- B.** Upon receipt of this Agreement and booth rental fee, THE FESTIVAL shall provide a booth space site assignment to VENDOR as described in EPE vendor agreement.

**RESPONSIBILITIES OF THE VENDOR**

1. The VENDOR agrees to use Participant Passes only for personnel necessary to properly staff booth, passes required over 3 per booth (above) may be purchased see EPE for details.
2. VENDOR is required to set-up their & tear down their booth as outlined in the Exhibitors Manual.
3. The VENDOR will not sell or donate space in their booth for advertising and/or promotion of any third party without written consent of THE FESTIVAL.
4. The VENDOR agrees to operate in accordance with regulations set forth by the State and Federal Agencies and must be individually permitted to operate by the State that the Festival is produced.
5. The VENDOR is responsible for paying all applicable federal, state, and local taxes. VENDOR is required, by law, to obtain and display a valid tax certificate if applicable. A copy of such certificate must be on file with THE FESTIVAL for fines, penalties, etc., assessed to THE FESTIVAL as a result of VENDOR non-compliance with the Laws of the State the Festival is produced.
6. The VENDOR agrees to pay all fines/penalties levied to VENDOR and to reimburse THE FESTIVAL for any fines/penalties levied to THE FESTIVAL as a result of the VENDOR'S non-compliance with any Federal, (insert State), or local law including, but not limited to, DEV, OSHA, FCC, DOL, DOH, and EPA.
7. VENDORS are responsible for arranging for any electrical and phone line requirements for booth at their own expense.
8. Food vendors, including those who offer samples of food, will be required to have their Health Department Permits and Hand Washing Station. If you will be sampling/selling any food items, you must have the appropriate health permit. *Please contact EPE staff or visit the Festival website for details.* You will also need to have a copy of your sales tax certificate on file with us and on display at your booth if you are conducting any sales.

**C. RESPONSIBILITIES OF BOTH PARTIES – GENERAL INFORMATION**

1. VENDOR sales locations are at the discretion of THE FESTIVAL
2. Any support vehicles required by the VENDOR must be parked in the appropriate lot as designated by FESTIVAL management.
3. THE FESTIVAL and VENDOR shall remain independent contractors, and nothing contained herein or done pursuant hereto shall be construed to create any relationship of principal and agent or employer and employee between THE FESTIVAL and VENDOR to make joint ventures.

4. The VENDOR, its affiliated companies, and subsidiaries, agree to be responsible for, and to defend, hold harmless, and indemnify, THE FESTIVAL, Lilly Broadcasting LLC, Erie Promotions & Expos, Inc, The Seagate Center and Buffalo Niagara Convention Center and their affiliated companies, and their agents, servants, officers, including reasonable attorney's fees, of liability whether by reason of injury (including death) to the person or property of another or otherwise arising in connection with this Agreement, excepting only claims based upon THE FESTIVAL'S sole negligent or intentional acts.
5. **INSURANCE:** The VENDOR, its affiliated companies and subsidiaries agree to secure and maintain during the period of this Agreement the following insurance coverage's:
  - a. Bodily injury \$300,000 per occurrence
  - b. Property damage \$300,000 per occurrence

**OR** - \$300,000 per occurrence, combined single limit

The VENDOR agrees to name SJL of Pennsylvania LLC (3524 State St. Erie, PA 16508) and Lilly Broadcasting LLC (474 Old Ithaca Rd. Horseheads, NY 14845) and Erie Promotions & Expos, Inc (5938 Spires Dr. Erie, PA 16509) and The Seagate Centre or the Buffalo Niagara Convention Center (Convention Center Plaza Buffalo, NY 14202) as "additional insured" and to provide a certificate of such coverage no later than 14 days prior to the event. Additionally, a copy of VENDOR'S certificate of Worker's Compensation insurance is required, if applicable. (If VENDOR will have employees working THE FESTIVAL, it is applicable.)

The Certificate of Insurance must be in the hands of the Festival Coordinator no later than March 1, 2018. There will be no insurance waivers granted for any reason.

**WINERIES ONLY...**Two (2) bottles of wine per single booth and Four (4) bottles of wine per double booth are due at set-up (USED FOR DOOR PRIZES).

**THE FESTIVAL reserves the right to change the planned booth location if necessary.**

6. **\$5 WINE BUCKS policy:** The FESTIVAL will distribute **\$5 off a purchase of wine voucher** (\$10 minimum purchase required) to VIP ticket holders for the evening session. **The VENDORS** that sell wine will offer this discount to the ticket holders throughout the entire Session of the event. At the end of the event a representative from **the FESTIVAL** will reimburse **the VENDOR** with a check, for the total value of the vouchers they honored during the session. **The vouchers must be turned into the FESTIVAL representative at the end of the event. If they are not turned in at that time, the reimbursement is forfeited by the VENDOR.**