

2013 Vines in the Ville Festival
COMMERCIAL VENDOR APPLICATION

DATES:

October 12, 2013

LOCATION:

Strawberry Fields
827-829 Frederick Road
Catonsville, MD 21228

ABOUT THE EVENT:

This is the first annual Vines in the Ville Wine Festival. It features wineries from all over the State of Maryland and surrounding areas, as well as food vendors, craft vendors, commercial vendors and entertainment.

SHOW HOURS:

Saturday : 12:00- 6:00 PM

COMMERCIAL VENDORS: On or before 9/1/13 \$200.00 (per space); After 9/1/13 the cost is \$250.00 (per space)

Commercial Vendor space size is 10' x 15'
There is no discount for purchase of multiple booths.

Vines in the Ville FESTIVAL

COMMERCIAL VENDOR AGREEMENT

Name of Business	Contact Person			
Address				
Cell-Phone Number	Business Phone No.	E-mail address	Md. Sales Tax No.	Business License No.

Item(s) being sold:

Booth space rental: \$ _____
Additional footage: _____ ft. x \$10 = \$ _____
TOTAL DUE.\$ _____

Any modification of this agreement shall be null and void unless said modification is set forth in writing by the said parties. This agreement incorporates all agreements and understandings, either oral and or written, between the parties and has not excluded any term contemplated prior to the signatures of the parties. This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below.

Signature of Vendor

In order to process this application, the agreement must be signed, dated and returned. Any applications received without the agreement signed will be considered void and will not be processed. No application is complete without payment. Vines in the Ville Festival committee reserves the right to refuse any applicant for any reason with our without cause.

Make check payable to: Catonsville Community Foundation

Return payment and form to:
Catonsville Community Foundation
Attn. Vines in the Ville Festival
924 Frederick Road
Catonsville, MD 21228

FOR OFFICE USE ONLY

Date payment received _____ Agreement Signed: _____
Amount Paid \$ _____ Electric _____ Type _____

2012 COMMERCIAL VENDOR AGREEMENT

The Vendor agrees to each and all clauses set forth in this agreement and identified in the Wicomico CCF application herein incorporated by reference. Failure by the Vendor to abide by any clauses set forth in this agreement of the 2013 Vines in the Ville Wine Festival, gives Catonsville Community Foundation (hereinafter known as the CCF) and/or the authorized agents of the CCF, the right to (1) immediately terminate this agreement (2) require Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and (3) forfeit any and all fees paid to Catonsville Community Foundation for the right and privilege of participating as a Vendor of the 2013 Vines in the Ville Wine Festival. No clauses of this agreement may be changed in any way or altered without the written, signed permission of the CCF.

1. Catonsville Community Foundation agrees to provide each the Commercial Vendor of the 2013 Vines in the Ville Wine Festival with a 10 x 15 space at Strawberry Fields. The Vendor must provide their own tent, tables, chairs. In the event the Vendor fails to appear at the Festival and claim their reserved space by 9:00 AM, Eastern Time Zone, on Saturday, October 12th, the CCF reserves the right to assign, and or resell, such space to another prospective Vendor without further notice, nor refund, to the undersigned Vendor.
2. Vendor agrees to obey all rules and instructions as directed by the CCF's Vendor Coordinators during the festival weekend, any failure to strictly adhere to such instructions may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to the CCF.
3. Vendor agrees and acknowledges that household pets, amplified sound, barbeque grills, within or around your designated booth space is strictly prohibited. Any violation herein shall be considered a material breach of this agreement by the Vendor and shall result in immediate termination of this agreement and forfeiture of any and all fees paid to the CCF.
4. Vendor agrees and acknowledges to abide by all directions by the CCF which seeks to protect the environment and infrastructure of Strawberry Fields and the safety of Festival patrons. Vendor hereby acknowledges its liability, and agrees to compensate the CCF, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, objects to the environs and infrastructure of the park which causes the CCF to pay for the repair, replacement, or other remuneration to the CCF for such damage to the environs or infrastructure of the park.
5. Out of fairness and consideration of all Festival participants, Vendor acknowledges and agrees to only utilize such space contained within the confines of its booth, and not to extend beyond 3 feet directly in front of its booth, for any sales, distribution, or other solicitation by the CCF participant.

Vendor acknowledges and agrees that they are strictly prohibited from “canvassing” or otherwise roaming the Festival Grounds in any effort to promote its booth’s purpose. The CCF will make every reasonable effort, as allowed by law, to prohibit any unauthorized “canvassing.”

6. As a courtesy to other exhibitors and festival participants, any amplified sound and loud noise from your booth is prohibited. Additionally, the Vendor acknowledges and agrees that any material of an adult nature shall be displayed subject to the Federal, State, and Local rules, laws, and regulations regarding the display of such materials which may be considered obscene or objectionable for view by minors.

7. The CCF reserves the right to prohibit, within any Vendor booth or on the festival grounds, the display, advertisement, or other promotion of any business, company, or organization which may be in conflict with a current CCF sponsor or preferred vendor. Any questions concerning current CCF sponsors or preferred vendors, should be directed to the Vines in the Ville Wine Festival Committee Chairman prior to the event.

8. Vendor shall not display, offer for view or sell any illegal or contraband items. The laws of the State of Maryland and local ordinances of Baltimore County shall control. Vendor shall not display, offer for view or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items at any and all sites and operations.

9. Vendor shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned or marked in any manner with any and all the words “2013 Vines in the Ville Wine Festival.” Even when printed with other words, Vendors shall not offer phrases, logos or artwork with any variations of these words.

10. Vendors shall not sublet their space to anyone.

11. Vendor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold the CCF or its representatives responsible for any type of permits other than for the festival itself. Vendor is responsible for the acts, and all costs associated with, any and all its employees and volunteers. No Vendor shall hold itself out as an Agent of the CCF.

12. Cancellations / Refund Policy / No Shows: A 75% refund will be given with a written request received by October 1, 2013 if the space can be filled from an approved waiting list. No refunds will be given for any request received after October 1, 2013. The CCF will provide limited overnight security at the festival site on Friday, October 11th; however, the CCF accepts no responsibility for items left overnight. Vendors are solely responsible for the security of all items in their booth at all times.

14. The CCF makes no representation or guarantees towards actual festival attendance.

15. Vendor understands that the CCF has no control over weather, acts of God, acts of terrorism, or governmental intervention, or any other cause that may prevent and alter and or interrupt, the festival weekend, and participants shall hold the CCF harmless for any losses that could arise because of such event.

16. The CCF reserves the right to place Vendors in a booth location at the complete discretion of the CCF. The CCF shall have sole and complete authority to place the participant in any location on the festival grounds, irrespective of the participant’s request. The CCF makes no representation, nor does it guarantee any volume of “foot-traffic” of Festival Guests in any area of the grounds. The CCF cannot speculate, nor control, the popularity of one area of the Festival over the other.

17. Vendor upon vacating their booth space (s) will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate containers. Failure of the Vendors to clean their booth site may result in the future denial of Vendor participation.

18. Vendor participant certifies that it maintains adequate liability insurance to cover any and all occurrences which may result in the damage or injury to any person who may be a patron within the confines of the Vendor participant's booth space.

19. Please leave all pets at home.

20. Signs/Banners/Tents shall be made of a flame retardant material and proof of such fire retardant rating shall be made available to the CCF Fire Marshal upon request. Failure to have such fire retardant rating information available could result in the immediate closure of the Vendor's operation until such information is satisfactorily provided. Any losses or damages by Vendor are hereby waived against the CCF, for failure to have such information readily available for inspection by the Fire Marshal.