

2010 Naperville Wine Festival

Festival Exhibitor Agreement

This Agreement is made this ____ day of ____, 2010, between Naperville Wine Festival, LLC, of Barrington, Illinois, (NWF), and

Vendor Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Email Address: _____

Contact Phone: _____

Fax Number: _____

Mobile Phone: _____

(hereinafter "Vendor")

WHEREAS, the Naperville Wine Festival is a public event organized and coordinated by NWF;

WHEREAS, NWF and the Vendor wish to promote products and/or services to attendees at the Naperville Wine Festival, and agree that the products and/or services to be offered to the public at the Naperville 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 Naperville Wine Festival takes place at Naper Settlement, 523 S. Webster Street, Naperville, Illinois on September 17-18, 2010. NWF agrees to provide Vendor with space at the Naperville Wine Festival at which Vendor will display or sell products and/or services as listed in Paragraph 5 below. Vendor agrees that NWF shall have sole authority and discretion in the assignment of the spaces at the Naperville 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: NWF agrees to provide Vendor with the following amenities at Vendor's space location:
 - (a) One (1) 10'x10' tented display space
 - (b) One (1) 8' skirted table
 - (c) Two (2) chairs
 - (d) Four (4) staff badges for Vendor booth
 - (e) Ten (10) entry passes to the Festival
 - (f) One (1) booth sign with Vendor name
 - (g) Vendor listing in Festival Program

Vendor agrees not to bring or set up any tents, tables or chairs but use only those supplied by NWF.

3. Payment: The Vendor agrees to pay NWF a fee of **\$850.00** 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 NWF no later than August 6, 2010.** The Vendor's payment which accompanies this Agreement shall be refunded in full if this offer is not accepted by NWF.

4. Hours of Operation: (a) The Vendor agrees to continuously operate its booth during the official operating hours of the Event as:

Friday, September 17, 2010	4:00PM to 10:00PM
Saturday, September 18, 2010	3:00PM to 9:00PM

(b) The Vendor shall be permitted to set-up its booth between 2:00PM and 5:00PM on Thursday, September 16, 2010 and 8:00AM to 3:00PM on Friday, September 17, 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, September 18, 2010 and shall have all its property removed from the Naperville Wine Festival site by 12:00AM Sunday, September 19, 2010. Failure to have all property removed by 12:00AM Sunday, September 19, 2010 may result in NWF removing the property at the Vendor's sole expense.

5. Vendor Obligation: The Vendor also agrees:

- (a) To clean and secure the Vendor's space at night;
- (b) To comply with arrangements made by NWF for removal of waste and recycling from site;
- (c) To comply with any other rules or regulations established by NWF for Vendors and the Naperville Wine Festival;
- (d) To provide a list of products/services to be displayed/sold (Note: the sales or sampling of any food product may require a temporary food service permit from the DuPage County Health Department. Vendor is responsible for securing this permit prior to the Festival.):

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

6. Insurance: The Vendor agrees to provide to NWF on or before August 20, 2010, a current certificate of insurance which shall be effective for the dates of the Naperville

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). Naperville Wine Festival, LLC, the Naperville Heritage Society -- Naper Settlement, Naperville Area Humane Society and the City of Naperville shall all be included on said certificate as additional insureds.

7. 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 NWF to the Vendor at the Naperville Wine Festival.
8. Security Violations: The Vendor agrees to abide by all security measures set forth by NWF. Security violations include allowing any Naperville Wine Festival patron access to secure areas through the Vendor's booth and all other security violations as determined and communicated by NWF to the Vendor. Failure on the Vendor's part to comply with these measures shall be a breach of this Agreement in accordance with paragraph 9 below.
9. Breach: The Vendor agrees that all fees paid NWF 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, NWF 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. NWF may also demand Vendor immediately remove its property and vacate the space in which case the Vendor agrees to forfeit all payments to NWF as liquidated damages.
10. Indemnification: The Vendor agrees to indemnify NWF, any officer, employee of NWF, the Naperville Heritage Society -- Naper Settlement, Naperville Area Humane Society and the City of Naperville 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 Naperville Wine Festival.

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

VENDOR

Naperville 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 Naperville Wine Festival, LLC.