

2010 Naperville Wine Festival

Wine Vendor 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 provide wine samples for attendees at the Naperville Wine Festival, and agree that the wine products to be distributed 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 provide, at no charge, measured one (1) ounce samples of a maximum of six (6) wine selections as listed in Paragraph 6. 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) Ten (10) entry passes to the Festival
 - (e) Four (4) staff badges for Vendor booth
 - (f) One (1) booth sign with Vendor name
 - (g) Vendor listing in souvenir Program
 - (h) Vendor listing on event website

- (i) Opportunity to sell wines on-site through a local retailer
 - (j) Opportunity to distribute company literature, coupons and promotional items.
- 3. Payment: The Vendor agrees to pay NWF a fee of **\$400.00** 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 (sampling ends at 9:30PM)
Saturday, September 18, 2010	3:00PM to 9:00PM (sampling ends at 8:30PM)

 - (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 pour one (1) ounce tastings, using a controlled measured pourer as required by the City of Naperville Liquor Commission, of up to six wines as set forth per Paragraph 6; Vendor agrees to obtain and use the controlled measured pourer and, if Vendor does not obtain controlled measured pourer, Vendor agrees to use the controlled measured pourer provided by NWF;
 - (b) To attend a Vendor meeting on opening day of the Festival if a representative of the Naperville Liquor Commission deems such meeting necessary;
 - (c) To have adequate supplies of each wine available for sampling;
 - (d) To collect one ticket for each one (1) ounce tasting poured as required by the City of Naperville Liquor Commission, and to comply with other Event rules;
 - (e) To clean and secure the Vendor's space at night;
 - (f) To comply with arrangements made by NWF for removal of waste and recycling from site;
 - (g) To comply with any other rules or regulations established by NWF for Wine Vendors and the Naperville Wine Festival.
- 6. Wines to be Sampled. Vendor agrees to provide a list of all wine it intends to sample at the Event. Wines are to be listed on the standard form issued to Vendor by NWF and must be submitted by e-mail or fax to Attn: Mary Beth Bowman, mbbowman@inplayevents.com or 847-381-6778, no later than August 20, 2010. Vendor acknowledges that failure to provide its wine list by said date may result in Vendor's wines not being included in the retailer's order form provided to all attendees of the Event.

7. 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.

8. 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.

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.

Naperville Wine Festival
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Barrington, IL 60010
847-382-1480 Phone
847-382-3540 Fax