



Chesterfield County Chamber of Commerce Presents
“A Celebration of the Vine”
Winery Vendor Terms, Conditions and Regulations

The Terms, Conditions and Regulations set forth below, along with the Application, constitute the agreement (“Agreement”) between the Chesterfield County Chamber of Commerce (“Chamber”) and the winery set forth in the Application (“Vendor”).

1) Unless otherwise notified, the Chesterfield County Chamber of Commerce (“Chamber”) Wine Festival (“Festival”) will take place at the Chesterfield County Government Complex located at 9800 Government Center Parkway, Chesterfield, Virginia 23832 on Saturday, April 21, 2012 rain or shine.

2) The Festival is scheduled from 11 a.m.–6 p.m. Vendor must staff the booth at all times during the Festival. Vendor may set up its booth on Friday afternoon (4/20) between 5 p.m.–7 p.m. or Saturday morning beginning at 7 a.m. Booth preparation must be completed, inclusive of the removal of any vehicles, by 10:00 a.m. No vehicles are allowed on the grounds for take down prior to 6 p.m. on Saturday.

3) Space is limited. Application will be reviewed for acceptance by Festival vendor committee and notified of acceptance. All fees must accompany the attached registration form. Checks should be made payable to the Chesterfield County Chamber of Commerce, 9330 Iron Bridge Road, Suite B, Chesterfield, VA 23832. Vendor may also pay by credit card. If Vendor does not want to write the credit card number on the application, Vendor may call the Chamber office at (804) 748-6364 ext. 6 and give the number over the phone. If Vendor is not accepted, Vendor’s check will be returned immediately. Credit cards will not be run until Vendor is accepted.

4) **The Space Fee for the Festival is \$175 for a single booth and \$250 for a double booth. A \$150 allowance will be paid to Vendor against tasting invoices.** In addition, if Vendor desires to rent a tent for its use, it may do so at the rates noted in the application, subject to availability from the Chamber’s sub-contractor.

5) Subletting booth space to another vendor or exhibitor is prohibited. Vendor shall furnish its own display racks and any other items required for its display. Vendor is solely responsible for bringing any additional items as protection from the weather. **Vendor is responsible for bringing its own tables, chairs, and tent unless rented by the Vendor.** The Festival only furnishes booth space. If Vendor intends to rent tents, tables, and/or chairs, all rentals must be indicated on the application and payment included with the completed registration form. Vendor is required to have insurance, at the time of application, covering participation in the Festival. Vendor must obtain all required permits, including any required remote permits, and be prepared for a visit and inspection from an ABC Officer. Vendor agrees to adhere to all State and ABC rules and regulations regarding the service and sale of alcoholic beverages.

6) Although perimeter security guards will be provided Friday night following setup, the Chamber and the Festival are not responsible for, and Vendor hereby releases the Chamber from, any loss or

damage to inventory or loss or damage to work or other property of Vendor, any employees of Vendor or any other participants at the Festival.

7) If Vendor displays advertising signs over 8 feet, it must take such signs down in the event of inclement weather to ensure that Vendor's tent and the surrounding tents are not damaged during a storm. In addition, no signage/promotion, etc. may display, promote or reflect the trademarks, names or logos of alcoholic beverages or companies engaged in selling alcoholic beverages other than wines served and sold at the Festival. Vendor may not display or sell items not approved for sale in writing by the Chamber.

8) Vendor is responsible for keeping the area in and around Vendor's space neat and free of trash and rubbish, including the discarding of wine bottles, seals and corks. Vendor shall use dumpsters to dispose of all boxes, bottles, corks, palettes, grease, foods, and trash of any kind. Vendor will be assessed a \$50 post-event clean-up fee if Vendor's booth and the area immediately surrounding the booth is not left clean. Vendor, at its own expense, may furnish water casks for glass rinsing if desired.

9) Upon the sale of any product or item, Vendor is responsible for collection of Virginia State sales tax and maintenance of applicable required documentation.

10) No refunds of any kind will be provided once Vendor has been accepted as a participant in the Festival. If the Chamber cancels the Festival prior to the Festival date (other than due to an occurrence beyond the control of the Chamber as described in Section 11), the Chamber shall provide Vendor with a refund of the applicable booth space fee plus any amount of the tent, table and chair rental fee that is reimbursed to the Chamber by its subcontractor. Upon any such cancellation by the Chamber, this Agreement shall be null and void as of date of cancellation, and the Vendor and the Chamber shall release each other from any and all further obligations whatsoever.

11) If the Festival is canceled due to governmental order, act of God, earthquake, flood, adverse weather event, fire, epidemic, accident, explosion, war or act or threat of terrorism, or by reason of any other cause or causes of any similar nature beyond the control of the Chamber, no refund of any kind shall be provided to Vendor.

12) Pets are not allowed on the Festival grounds. No alcoholic beverages other than those served by Vendor or purchased at the Festival are permitted in any booth or on Festival grounds. Any item displaying profanity, discriminatory symbols, words, or other content deemed objectionable by the Chamber or any governmental authority is strictly prohibited and shall be removed immediately upon demand by the Chamber or any such governmental authority.

13) Vendor shall provide a list of employees, agents, contract associates or volunteers ("Vendor Associates") that will work Vendor's booth at least two weeks prior to the Festival date. Vendor Associates must report to the volunteer tent to receive their non-taster wristbands and the location of Vendor's booth to gain access to the Festival. Vendor Associates or other personnel of any kind participating in booth activities must have appropriate "ID" to show at entrance gates and volunteer tents for admittance. To enable Vendor Associates the opportunity to sample other wines at the festival, the Chamber will provide each Vendor with two tickets and two wine glasses on the day of the festival. Additional tickets for Vendor Associates wishing to sample other wines are available in advance at a cost of \$10 per ticket with a limit of 10 tickets per Vendor. Please indicate your order on the registration form. Tickets and wine glasses can be picked up at the volunteer tent at the event entrance.

14) The Chamber will provide a limited supply of ice to each Vendor. No electricity will be provided or is available. Generators are prohibited.

15) Vendor hereby agrees to indemnify and hold the Chamber, and each of the Chamber's officers, directors, sponsors, employees and agents, harmless from any and all debts, accounts, suits, causes of action, actions, proceedings, claims, liabilities, demands and judgments (which may include, but are not limited to all costs, expenses, damages and attorney's fees) arising out of, by reason of, or in connection with any act or failure to act by Vendor or Vendor's agents, invitees, employees, representatives or servants in connection with (a) Vendor's participation in the Festival, (b) the activities contemplated by this Agreement, (c) the failure of any apparatus, equipment or personal property used by Vendor in the activities contemplated by this Agreement, (d) any products sold by Vendor or samples provided by Vendor at the Festival, (e) the violation of any law, rule or regulation of any governmental authority, or (f) the breach of any of the terms or conditions of this Agreement. Vendor agrees to provide a certificate of insurance to the Chamber at least 14 days prior to the date of the Festival evidencing commercial liability coverage for participation in the Festival with a face amount of at least \$1 million.

16) Vendor hereby agrees, at all times, to comply with and abide by all of the rules and regulations of Chesterfield County set forth on the attached Exhibit A.

17) This Agreement contains the entire understanding of the parties with respect to the matters contained herein. This Agreement may not be modified, except by a writing signed by both parties. This Agreement supersedes all prior communications or agreements, whether written or oral, relating to Chesterfield County Chamber of Commerce Wine Festival. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without regard to choice of law provisions.

Exhibit A
Chesterfield County Rules and Regulations

- 1) No vendor shall sell any food unless a permit for food vending has been issued by the Health Department. All permit application shall be filed no later than seven days before the festival
- 2) No alcoholic beverage shall be served or consumed after the official closing time approved by the Board of Supervisors for the Festival has passed.
- 3) Booths shall limit all wine servings to sample sizes.
- 4) All vendor tents shall be anchored or secured to the ground by use of sandbags, water buckets or any other means **necessary except by use of steaks**. Nothing is allowed to be put into the ground on County property.
- 5) There shall be no dogs or other pets in the Festival area, except for service animals.
- 6) The County shall have the right to cancel the Festival, or any portion of the Festival, if there is both a severe storm warning and actual inclement weather, including lightning in such proximity to the festival area that it could cause a risk of bodily injury or fire, winds gusting up to 40 mph, hail, or rain in sufficient quantities to cause a flash flood warning. The event shall not be canceled for a storm of less than 30 minutes duration unless there is a flash flood warning, but it may be suspended for a storm of any duration if there is lightning in such proximity to the festival area that continuing the Festival would cause risk of injury, death or fire.