



**2019 February 23 WINE ON THE LAKE WINERY/VENDOR CONTRACT**

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

WEBSITE (if applicable): \_\_\_\_\_

*Please add a reciprocal link [www.wineonthelake.com](http://www.wineonthelake.com)*

BEST TIME TO REACH YOU: \_\_\_\_\_

Contract between \_\_\_\_\_ (hereinafter known as VENDOR) and Lilly Broadcasting. Wine on the Lake (hereafter known as THE FESTIVAL) for operation Saturday, **February 23, 2019**. 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 booth per session.
2. Upon receipt of this Agreement and booth rental fee, THE FESTIVAL shall provide a booth space site assignment to VENDOR as described in Section C-1.

Lilly Broadcasting Special Events Division  
3514 State Street  
Erie, PA 16508  
814-454-5201  
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## **B. 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 single booth (no more than 9 for a triple booth will be included at no charge) may be purchased for \$20.
2. VENDOR is required to set-up their booth **on Friday, February 22** or if necessary Saturday, FEBRUARY 23, 2019, beginning at 8:00 AM and *COMPLETED* no later than 10:30 AM, unless otherwise arranged with THE FESTIVAL COORDINATOR. Teardown may not begin until the conclusion of the event (9:30 PM) on Saturday, FEBRUARY 23, 2019.
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 of Pennsylvania.
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 Pennsylvania Tax Laws.
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, Pennsylvania, or local law including, but not limited to, DEV, OSHA, FCC, DOL, DOH, and EPA.
7. Vendors serving Food Samples: You must contact the Pa Dept. of Health for instructions on hand washing station.
8. Wineries: PLCB forms must be in by January 4, 2019.

### 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. Food vendors, including those who offer samples of food, will be required to have a Health Department Permit and a Hand Washing Station.
4. 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.
5. The VENDOR, its affiliated companies, and subsidiaries, agree to be responsible for, and to defend, hold harmless, and indemnify, THE FESTIVAL, Lilly Broadcasting, and Bayfront 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.

**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 Lilly Broadcasting of Pennsylvania, LLC and Lilly Broadcasting Holding Company LLC, Bayfront Convention Center as "additional insured" and to provide a certificate of such coverage no later than February 1<sup>st</sup>, 2019. 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.)

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**The Certificate of Insurance must be in the hands of the Festival Coordinator no later than February 1, 2019.** There will be no insurance waivers granted for any reason.

6. **FEES:** All VENDORS will be required to pay fees: **See rates on next page.**

**Booths include:**

- Single Booth - 10'X10' feet contains (1) 6 ft. front table with linen and skirting, (1) waste receptacle, and (2) folding chairs (on request).
- Double Booth – 20'X10' booth contains (2) 6 ft. tables with linens and skirting, (1) waste receptacle, and (4) folding chairs (on request).
- Triple Booth = 30'X10' booth contains (3) 6 ft. tables with linens and skirting, (1) waste receptacle, and (6) folding chairs (on request).
- Pipe and Drape is included for all. Booth Location is TBD.

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

7. Event will have dim lighting for atmosphere. Please bring adequate lighting for your booth.

**Early commitments are invoiced on September 30, 2018**

**Early entry, prior to Sept 30, 2018, will give you preference in your booth placement, first come first serve basis. Late entries will be given the remaining VENDOR space available at the discretion of THE FESTIVAL.**

**Rates will increase after July 1, 2018**

Quantity	Product – booths include electric	Circle a rate below:		
				After 9/30/2018
	Single Booth			\$400
	Double Booth			\$500
	Triple Booth			\$600
Additional requirements:				
	Additional listing in Taster's Guide	\$50 ( <i>includes name, address, phone number and web site address</i> )		
	Additional table	\$7 unskirted		
	Additional table	\$20 skirted		
	Hard-wire internet	\$125		
	<b>Total Due</b>			

Please make check payable to WSEE Television with WINE ON THE LAKE on the memo line of your check.

If you are in agreement with the terms as outlined above, please sign where indicated and return a fully completed contract.

\_\_\_\_\_  
FESTIVAL Representative      Date  
Lilly Broadcasting LLC

\_\_\_\_\_  
Authorizing Officer      Date  
VENDOR

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Please return completed contract via email, or mail, along with your payment:  
Lilly Broadcasting Special Events Division  
3514 State Street, Erie, PA 16508.

I would also like to participate in other FUTURE Lilly Broadcasting Events.  
Crystal City Wine Festival and Buffalo Wine Festival are WAITING LIST ONLY.

\_\_\_\_\_ Buffalo Wine Festival, Saturday, April 2019, Buffalo  
Niagara Convention Center, Buffalo, NY. TBD

\_\_\_\_\_ Crystal City Wine Festival (Formerly Wine on Ice),  
Saturday, January 26, 2019, Corning, NY.

\_\_\_\_\_ Glass City Wine Festival, Saturday, March 2019, Sea  
Gate Convention Centre, Toledo, OH. TBD

If one is checked, a FESTIVAL Representative will contact you.

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