

WINE ON THE LAKE 2012 – VENDOR CONTRACT

Contract between _____ (hereafter known as VENDOR) and Lilly Broadcasting, Wine on the Lake Festival (hereafter known as THE FESTIVAL) for operation March 31, 2012. 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 site assignment to VENDOR as described in Section C-7.

B. RESPONSIBILITIES OF THE VENDOR

1. The VENDOR agrees to use Participant Passes only for personnel necessary to properly staff booth, passes required over the 3 per booth (above) may be purchased at \$20 each.
2. VENDOR is required to set-up their booth on Saturday, March 31, 2012 beginning at 9:00AM unless otherwise arranged with the Festival Office. Teardown may not begin until 9:30pm on Saturday March 31, 2012.
3. The VENDOR will not sell or donate space in its booth for advertising and/or promotion to any third party without approval from 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 VENDOR'S non-compliance with any Federal, Pennsylvania State, or local law including, but not limited to, DEV, OSHA, FCC, DOL, DOH, AND EPA.

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 will be required to have their health department permits and cleaning 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, WSEE Television, the 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.

6. 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 Broadcast Holding LLC, The Bayfront Convention Center as "additional insured" and to provide a certificate of such coverage no later than 14 days prior to the Event. Additionally, a copy of VENDOR'S certificate of workers compensation insurance is required, if applicable. (If VENDOR will have employees working at THE FESTIVAL, it is applicable.)

This Certificate of Insurance MUST be in the WSEE offices NO LATER THAN March 11, 2012.

7. FEES All Vendors will be required to pay fees:

- ✓ Single Booth @ \$300 **OR** \$350 which includes an *Additional Listing* in the Program that has vendor Name/Address/Phone Number/Website (Display program ads are sold separately)
- ✓ 2x Double Booth @ \$400 **OR** \$450 which includes an *Additional Listing* in the Program that has vendor Name/Address/Phone Number/Website (Display program ads are sold separately)
- ✓ 3x Triple Booth @ \$500 **OR** \$550 which includes an *Additional Listing* in the Program that has vendor Name/Address/Phone Number/Website (Display program ads are sold separately)
- ✓ Electricity is included in the price of the booth
- ✓ Wineries provide 4 bottles of wine 4 weeks prior to event
- ✓ Booths: (1) 10 x 10 booth contains (1) front table with table skirting, (1) Waste Receptacle and (2) Folding Chairs (on request), Ice as needed. Double booths (1) 20 x 10 booth contains 2 – 6' tables with skirting Triple Booth 3 – 6' Tables with skirting(1) Waste Receptacle and (2) Folding Chairs (on request), Ice as needed., Pipe and drape is included. Booth Location - TBD

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

TOTAL AMOUNT DUE = \$_____ for ___ Booth(s) * Contract is due: ASAP

Vendors will be invoiced mid-December 2011. For booths purchased after December 31, 2011; check must accompany contract. *Checks should be made payable to WSEE Television with Wine on the Lake 2012 in the memo section of your check.

If this agreement meets with your approval, please sign where indicated and return in full.

Wine on the Lake Representative (Date)
Lilly Broadcasting of PA

Authorizing Officer (Date)
VENDOR

Vendor Name / Address

Phone / Email

Return Contract to the Attention of Douglas Beers, Wine on the Lake Coordinator, WSEE Television, 3514 State Street, Erie, PA 16508 ATTN: Wine on the Lake – Phone 814-454-5201/Fax 814-455-0703