



Commercial Vendor Application
Sip & Shop ~ December 8 & 9, 2018

Name of Business _____

Contact Person _____

Address _____

Email Address _____

Telephone Number _____

Description of product to be sold, type of equipment used. Please include a photo of your concession if available.

Does your concession require an indoor space assignment? _____

Why? _____

(Please note, indoor spacing is limited and may be denied even if required. If your concession requires an indoor placement, your application may be denied due to lack of available placement)

8' Frontage x 4' depth **\$30.00** _____ Initial

In order for us to plan efficiently, we must receive your check (made payable to Willow Creek Winery) and your completed application by November 30, 2018. Upon approval of this application and acceptance of the contract, you will receive confirmation, your accepted contract and further instruction. No applications will be accepted after November 30, 2018.

Mail check and completed paperwork to: Special Events Department
Willow Creek Winery
168 Stevens Street
West Cape May, NJ 08204

Payment must be included with application.

I have read all of the information in this application and agree to abide by its terms. I understand that any violation of an approved contract may result in expulsion from Sip & Shop with no refund.

Vendor Signature _____ Date _____

Received _____ Date _____

Winery Administrative Staff

Reviewed and Approved _____ Date _____

Sip & Shop Manager

Contract Must be Signed!

Commercial Vendor Contract

- 1 **Event.** Willow Creek Farm & Winery's 2018 Sip & Shop (the "Event").
- 2 **Event Location.** Willow Creek Farm & Winery, 160-168 Stevens Street, West Cape May, NJ 08204 (the "Winery").
- 3 **Event Timing.** Event hours are 11:00 a.m. to 6:00 p.m. on Saturday, December 8, 2018 and 11:00 a.m. to 5:00 p.m. on Sunday, December 9, 2018. Vendors must be open for the duration of the Event.
- 4 **Fee Agreement.** In consideration for the opportunity to participate in the Event, the Vendor shall pay to the Winery \$30.00 in the form of check (the "Vendor Fee"), due when the Vendor submits the application.
- 5 **Approval Process.**
 - 5.1 **Payment of Fee.** If the Vendor does not pay the Vendor Fee by enclosing payment with the application and signed contract, the Sip & Shop Manager must reject the Vendor's application.
 - 5.2 **Application.** The Vendor must submit the application no later than November 30, 2018.
 - 5.3 **Approval of Application.** The Vendor's application must be approved by the Sip & Shop Manager for the Vendor to participate in the Event. The Sip & Shop Manager may reject an incomplete application. Approval may be withheld for any reason or no reason at all.
 - 5.4 **Acceptance.** Once the Sip & Shop Manager approves the Vendor's application, the Winery shall accept the Vendor's offer to contract and allow the Vendor to participate in the Event. Contracts are accepted for the duration of the Event.
 - 5.5 **Unapproved Applications.** If the Vendor's application is not approved, the Vendor's payment will be cancelled within seven days of the decision.
- 6 **Cancellations and Refunds.** The Vendor understands that by entering into this Contract, the Winery is committing time and resources to this Event and thus cancellation would result in lost income and lost business opportunities in an amount hard to precisely calculate. Therefore, if the Vendor requests cancellation of this Contract within fourteen calendar days of the Event, the Vendor Fee is forfeit and non-refundable.
- 7 **Event Protocol.**
 - 7.1 **Arrival.** The Vendor shall arrive no earlier than 8:00 a.m. and no later than 8:30 a.m. on Saturday, December 9, 2018.
 - 7.2 **Parking.** Parking must occur in designated areas only. The Vendor shall park as directed by the Winery's parking attendants. The Vendor shall not park in the main parking lot or on the west side of the Winery. The Vendor must be parked in the vendor parking area by 10:30 a.m. each day. No overnight parking is allowed on the premises.
 - 7.3 **Space Assignment.** The Vendor shall check in with the Sip & Shop Manager upon arrival to receive a space assignment. The Vendor shall only set up in the assigned space.
 - 7.4 **Vendor Setup.** After receiving a space assignment, the Vendor must unload the vehicle in no longer than five minutes and then move the vehicle from the unloading zone to the designated vendor parking area. After parking, the Vendor may return and continue setting up. Setup must be completed no later than 10:30 a.m. each day of the Event
 - 7.5 **Early Setup.** The Winery may permit the Vendor to drop off supplies on Friday, December 7, 2018 between 9:30 p.m. and 10:30 p.m. If the Vendor receives this permission, the Vendor shall not hold the Winery liable for theft or damage to the Vendor's supplies.

- 7.6 **Vendor Materials.** The Vendor shall supply its own trash receptacle and table, which must not be greater than eight feet in length. The Vendor shall not use materials owned by the Winery, such as chairs or tables.
- 7.7 **Impermissible Items.** Items not permitted include but are not limited to alcohol, nude or semi-nude posters and products, drug paraphernalia, obscene items, fireworks, noise makers, balloons, cap guns, or any items that endanger the public or the premises. Sale of impermissible items may result in immediate expulsion with no refund of fee.
- 7.8 **Trash.** The Vendor shall use its own trash receptacle and shall not use the Winery's trash cans or dumpster.
- 7.9 **Vendor Breakdown.** The Vendor shall not breakdown before 5:00 p.m. on Sunday, December 9, 2018 and must complete breakdown by 6:30 p.m. The Vendor shall remove all items that the Vendor brings to the premises, including trash.
- 8 **Holiday Love Drive.** The Vendor shall donate an item as a raffle prize for Event guests who participate in the Holiday Love Drive. The Vendor shall adhere to the Winery's instructions, which are distributed to the Vendor at the time of approval.
- 9 **Insurance.** The Vendor shall provide the Winery with a Certificate of Liability Insurance naming Willow Creek Winery as an additional insured on the Vendor's Liability Policy.
- 10 **Damage Waiver.** The Vendor shall pay for all incidentals, damage, or theft caused by the Vendor.
- 11 **Fire Hazards.** Fireworks, lanterns, open flames, and incendiary devices of any kind are prohibited. Smoking inside also is prohibited.
- 12 **Compliance with Applicable Laws and Regulations.** The Vendor shall adhere to all applicable laws and regulations. Individuals whose conduct is unbecoming or violates applicable local, state, or federal laws must be escorted from the premises by the appropriate civil authorities.
- 13 **Waiver; Indemnification; Hold Harmless.** The Vendor, on its own behalf and on behalf of, as applicable, its officers, directors, employees, heirs, administrators, executors, agents and representatives and their respective successors and assigns, shall indemnify, hold harmless, release, remise, acquit and forever discharge the Winery, its officers, directors, employees, agents, representatives and their respective successors and assigns, from any loss or damage resulting from the use of the facilities of the Winery in connection with the Event, including any legal expenses and cost in defending any actions brought as a result of claims for damage or injury arising out of such use. The Vendor shall indemnify Winery against all losses and expenses arising out of any proceeding brought by either a third party or Winery, and either arising out of the Vendor's breach of its obligations, representations, warranties, or covenants under this agreement, or arising out of any act, omission, negligence, or misconduct of the Vendor at the Event.
- 14 **Use of Likeness Release.** The Vendor grants the Winery full permission to use any photographs, video recordings, or other media of the Event that contain the Vendor's likeness for the purpose of publicity or promoting further events of this type.
- 15 **Notice.**
- 15.1 **Manner of Notice.** The parties must send all notices in writing and give all consents in writing. A notice or consent is effective when the intended recipient receives it, even if the recipient does not read it.
- 15.2 **Place of Notice.** All notices to the Winery must be directed as follows:
ATTN: Special Events Department
Willow Creek Winery

168 Stevens Street
West Cape May, NJ 08204
events@willowcreekwinerycapemay.com

- 16 **Entire Agreement.** This Contract is the final, complete, and exclusive statement of the parties' agreement. It supersedes all previous negotiations and agreements.
- 17 **Headings.** The headings, captions, numbering system, etc. are inserted only as a matter of convenience and must not be considered in interpreting the provisions of this Contract.
- 18 **Binding Effect.** All of the provisions of this Contract are hereby made binding upon the successors and assigns of the parties. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa.
- 19 **Unenforceable or Inapplicable Provisions.** If any provision of this Contract is unenforceable or inapplicable, the other provisions remain in full force and effect in the same manner as if the unenforceable or inapplicable provision had never existed, unless the unenforceable provision materially affects any material covenants of the Contract or the material economic benefits intended to be realized by a party from this Contract.
- 20 **Counterparts.** This Contract may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical. Electronic signatures are accepted as original signatures for all purposes.
- 21 **Governing Law.** This Contract is governed by the internal laws of the State of New Jersey without giving effect to principles of conflicts of laws.
- 22 **Venue.** All claims of any kind, including but not limited to claims for personal injuries, may only be brought in the Courts of Cape May County, New Jersey.
- 23 **Authority.** Each person executing this Contract represents and warrants that he or she is fully authorized to do so, however, the parties will cooperate in providing appropriate proof to the other party of the authority of the signing person to bind the party.
- 24 **Interpretation.** The parties acknowledge that each party and its counsel have participated in the drafting of this Contract and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or in any amendments or exhibits thereto.
- 25 **Vendor's Understanding.** The Vendor represents and warrants that the Vendor has reviewed and understands all requirements and terms of this Contract including but not limited to fees, Winery policies, and applicable laws.

Signatures

Vendor Signature _____ Date _____

Vendor Name (Printed) _____

Willow Creek Farm & Winery

Accepted By _____ Date _____
Sip & Shop Manager