

**COMMERCIAL VENDOR APPLICATION
HARVEST FESTIVAL ~ SATURDAY NOVEMBER 30, 2019**

Name of Business _____

Contact Person _____

Street Address _____

City, State, Zip Code _____

Email Address _____

Telephone Number _____ Fax Number _____

Description of product to be sold, type of equipment used (i.e. trailer, tables, canopy, etc.). Please include a photo of your concession if available.

ALL VENDORS OUTSIDE

8' Frontage x 4' depth \$25.00 _____ Initial

In order for us to plan efficiently, we must receive your check (made payable to Willow Creek Winery) and your completed application and contract by November 15, 2019. Upon approval of this application and acceptance of the contract, you will receive confirmation, your accepted contract and further information on the Harvest Festival. No applications will be accepted after November 15, 2019.

Mail check and completed paperwork to: Special Events Department
Willow Creek Farm & 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 the Harvest Festival with no refund.

Vendor Signature _____ Date _____

Received _____ Date _____

Winery Administrative Staff

Reviewed and Approved _____ Date _____

Festival Manager / Director of Special Events

Terms of Contract Must be Signed!

COMMERCIAL VENDOR TERMS OF THE CONTRACT

- 1 **Event.** Willow Creek Farm & Winery's Second Annual Harvest Festival (hereafter referred to as "the Festival")
- 2 **Event Location.** Willow Creek Farm & Winery, 160-168 Stevens Street, West Cape May, NJ 08204 (hereafter referred to as "the Winery")
- 3 **Date and Time of Event.** Festival hours are 11:00 a.m. to 5:00 p.m. on Saturday, November 30, 2019. Vendors shall be open from 11:00 a.m. until 5:00 p.m. Vendors shall set up on the morning of the Festival between 8:30 a.m. and 10:30 am. You will receive your space assignment when you check in with the Festival Manager.

In the event that inclement weather prevents the Festival from being hosted as scheduled, Vendor is also committing to the rain date of Sunday, December 1, 2019 for the same hours.
- 4 **Fee Agreement.** In consideration for the opportunity to participate in the Festival, Vendor shall pay to Winery \$25.00 in the form of check, due at the time of submission of Vendor's application.
- 5 **Approval of Application.** All vendor exhibits are subject to approval by the Festival Manager and Director of Special Events. Approval may be withheld for any reason or no reason at all. 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 items that endanger the public or the Premises. Sale of non-approved items may result in immediate expulsion with no refund of fees.
- 6 **Acceptance of Offer to Contract.** Commercial space is offered to vendors based on the approval of Willow Creek Farm & Winery subject to the provisions of item 5. Vendor space is not reserved until the Winery receives payment in full. Incomplete applications may be rejected. Completion of an application and submission of payment does not guarantee approval of application or acceptance of Vendor's offer to contract. Approval and acceptance may be withheld for any reason or no reason at all. Contracts are accepted for the duration of the Festival. If a Vendor's application is not approved and contract is not accepted, Vendor's payment will be returned within seven (7) days of the decision.
- 7 **Contract Deadline.** All Festival vendors must sign contracts by November 15, 2019. Payment must be enclosed with signed contract.
- 8 **Cancellations and Refunds.** Vendor understands that upon entering into this Contract, 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, the following cancellation limitations will apply. If Vendor requests cancellation of this Contract within one month (31 calendar days) of the event, Vendor's fee shall be forfeit and non-refundable.
- 9 **Vendor Cleanup.** Vendors are responsible for the complete removal of all items that they bring to the property such as but not limited to pallets, cinder blocks, bricks and trash.
- 10 **Vendor Departure.** Vendor must vacate the Premises as soon as possible following the close of the Festival.
- 11 **Parking.** Vendor shall park in designated areas only. Overnight parking is prohibited. Unique self-contained vehicle exhibits may be approved by the Winery on an individual basis.

- 12 **Vendor Materials.** The Winery is NOT responsible for furnishing tables, chairs, trash receptacles, canopies, umbrellas or any materials other than space. Tables or other vending materials are the sole responsibility of the Vendor.
- 13 **Insurance.** For the protection of visitors to the Festival and for Vendor's own protection, Vendor must provide the Winery with a Certificate of Liability Insurance naming Willow Creek Winery as an Additional Insured on Vendor's General Liability Policy.
- 14 **Vendor's Understanding.** By signing this Agreement and paying the required fee, Vendor is acknowledging that Vendor has reviewed and understands ALL requirements, including but not limited to parking, all policies, possible new construction and development areas, applicable state laws and fees.
- 15 **Compliance with Applicable Laws and Regulations.** Vendor and all assigns, employees, agents, etc. 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.
- 16 **Save Harmless and Release Clause.** The Vendor, on his own behalf and on behalf of, as applicable, his officers, directors, employees, heirs, administrators, executors, agents and representatives and their respective successors and assigns, agrees to indemnify, hold harmless, release, remise, acquit and forever discharge Willow Creek Farm & 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 Harvest Festival, 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. 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 Vendor's breach of its obligations, representations, warranties, or covenants under this agreement, or arising out of any act, omission, negligence, or misconduct of Vendor at the Festival.
- 17 **Manner of Notice.** All notices to the Winery shall be directed as follows:

ATTN: Special Events Department
Willow Creek Farm & Winery
168 Stevens Street
West Cape May, NJ 08204
events@willowcreekwinerycapemay.com

Either party, from time to time, may add to, delete and change the address of persons to whom notices are to be sent by giving notice to the other party in the foregoing manner. Notices from a party may be given by such party's attorney.
- 18 **Entire Agreement.** This Agreement supersedes all prior agreements, written or oral, between the Winery and Vendor and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions are binding upon the parties and cannot be waived, modified, amended or altered except by a writing signed by both parties.
- 19 **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 Agreement.
- 20 **Binding Effect.** All of the provisions of this Agreement 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.

- 21 **Unenforceable or Inapplicable Provisions.** If any provision of this Agreement 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 Agreement or the material economic benefits intended to be realized by a party from this Agreement.
- 22 **Counterparts.** This Agreement 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. Faxed or electronic signatures are accepted as original signatures for all purposes.
- 23 **Applicable Law.** This Agreement is governed by the internal laws of the State of New Jersey without giving effect to principles of conflicts of laws.
- 24 **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.
- 25 **Authority.** Each person executing this Agreement, by his or her execution hereof, represents and warrants that he or she is fully authorized to do so.
- 26 **Interpretation.** The parties acknowledge that each party and its counsel have participated in the drafting of this Agreement 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 Agreement or in any amendments or exhibits thereto.

Vendor Signature _____ Date _____

Vendor Name (Printed) _____

Accepted By _____ Date _____
Festival Manager / Director of Special Events