

## 2010 Milwaukee Wine Festival

### Wine Vendor Agreement

This Agreement is made this \_\_\_\_ day of \_\_\_\_, 2010, between Milwaukee Wine Festival, LLC, of 506 S. Grove Avenue, Barrington, Illinois, 60010 (MWF), and

Vendor Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

(hereinafter "Vendor")

WHEREAS, the Milwaukee Wine Festival is a public event organized and coordinated by MWF;

WHEREAS, MWF and the Vendor wish to provide wine samples for attendees at the Milwaukee Wine Festival, and agree that the wine products to be distributed to the public at the Milwaukee Wine Festival should be of the highest quality possible;

NOW, THEREFORE, in consideration of the mutual promises contained herein, sufficiency of which is acknowledged, the parties agree as follows:

1. Vendor Location: The Milwaukee Wine Festival takes place at the Milwaukee Art Museum, 700 N. Art Museum Drive, Milwaukee, Wisconsin on August 20-21, 2010. MWF agrees to provide Vendor with space at the Milwaukee Wine Festival at which Vendor will display or sell products and/or services as listed in Paragraph 6. Vendor agrees that MWF shall have sole authority and discretion in the assignment of the spaces at the Milwaukee Wine Festival. Vendor agrees to the fees, payment schedule, hours of operation and all additional requirements as set out in the following paragraphs.
2. Amenities: MWF agrees to provide Vendor with the following amenities at Vendor's space location:
  - (a) One (1) 10'x10' tented display space
  - (b) One (1) 8' skirted table
  - (c) Two (2) chairs
  - (d) Ten (10) entry passes to the Festival
  - (e) Four (4) staff badges for Vendor booth
  - (f) One (1) booth sign with Vendor name
  - (g) Vendor listing in souvenir Program
  - (h) Vendor listing on event website
  - (i) Opportunity to sell wines on-site through a designated local retailer
  - (j) Opportunity to distribute company literature, coupons and promotional items.

3. Payment: The Vendor agrees to pay MWF a fee of **\$400.00** for the vendor space and amenities listed above. The Vendor agrees to pay 100% of this fee upon execution of this Agreement. **The signed Agreement and payment are due to MWF no later than July 9, 2010.** The Vendor's payment which accompanies this Agreement shall be refunded in full if this offer is not accepted by MWF.
4. Hours of Operation: (a) The Vendor agrees to continuously operate its booth during the official operating hours of the Event as:  

Friday, August 20, 2010	4:00PM to 10:00PM (sampling ends at 9:30PM)
Saturday, August 21, 2010	3:00PM to 9:00PM (sampling ends at 8:30PM)

(b) The Vendor shall be permitted to set-up its booth between 2:00PM and 5:00PM on Thursday, August 19, 2010 or 8:00AM and 3:00PM on Friday, August 20, 2010. No motor vehicle access will be permitted to and from the Vendor's booth space at any time during the operating hours of the Event.

(c) The Vendor shall not be permitted to strike Vendor's area until 9:00PM on Saturday, August 21, 2010 and shall have all its property removed from the Milwaukee Wine Festival site by 12:00AM Sunday, August 22, 2010. Failure to have all property removed by 12:00AM Sunday, August 22, 2010 may result in MWF removing the property at the Vendor's sole expense.
5. Vendor Obligation: The Vendor also agrees:
  - (a) To pour one (1) ounce tastings, using a controlled measured pourer as required by the City of Milwaukee Liquor Commission, of up to six wines as set forth in Exhibit A; Vendor agrees to obtain and use the controlled measured pourer and, if Vendor does not obtain controlled measured pourer, Vendor agrees to use the controlled measured pourer provided by MWF;
  - (b) To have adequate supplies of each wine;
  - (c) To collect one ticket for each one (1) ounce tasting poured as required by the City of Milwaukee Liquor Commission, and to comply with other Event rules;
  - (d) To clean and secure the Vendor's space at night;
  - (e) To comply with arrangements made by MWF for removal of waste and recycling from site;
  - (f) To comply with any other rules or regulations established by MWF for Wine Vendors and the Milwaukee Wine Festival.
6. Wines to be Sampled. Vendor agrees to provide a list of all wine it intends to sample at the Event. Wines are to be listed on the standard form issued to Vendor by MWF and must be submitted by e-mail or fax to Attn: Mary Beth Bowman, mbbowman@inplayevents.com or 847-574-8127, no later than July 23, 2010. Vendor acknowledges that failure to provide its wine list by said date may result in Vendor's wines not being included in the retailer order form provided to all attendees of the Event.
7. Insurance: The Vendor agrees to provide to MWF on or before August 2, 2010, a current certificate of insurance which shall be effective for the dates of the Milwaukee Wine Festival, and which will provide for coverage, which shall include but not be limited to general liability coverage in the amount of at least \$2,000,000 (Two Million Dollars). Milwaukee Wine Festival, LLC, the Milwaukee Art Museum and Friends of Art shall all be included on said certificate as additional insureds.

8. Liability: The Vendor agrees to pay for any damage done by it, its agents or employees to any personal or real property (e.g. tents, tables, structures, etc.) provided by or through MWF to the Vendor at the Milwaukee Wine Festival.
  
9. Breach: The Vendor agrees that all fees paid MWF are non-refundable, and that any failure on the Vendor's part to comply with this agreement shall be a breach of this Agreement. In the event of breach by the Vendor, MWF shall be entitled to terminate this Agreement and retain all fees paid by Vendor as liquidated damages for the Vendor's failure to comply with this Agreement. MWF may also demand Vendor immediately remove its property and vacate the space in which case the Vendor agrees to forfeit all payments to MWF as liquidated damages.
  
10. Indemnification: The Vendor agrees to indemnify MWF, any officer, employee of MWF, the Milwaukee Art Museum from any and all fees, costs and expenses incurred by them in connection with any claim, lawsuit, or proceedings arising out of or in connection with any act or omission of the Vendor or its agents in connection with the Vendor's involvement with the Milwaukee Wine Festival.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year above written.

VENDOR

Milwaukee Wine Festival, LLC

By: \_\_\_\_\_  
Its authorized representative

By: CEO Management, Manager

By: \_\_\_\_\_  
Scott Janess, President

This Agreement is not effective unless and until it is signed by an authorized representative of Milwaukee Wine Festival, LLC.

**Milwaukee Wine Festival, LLC**  
**506 S. Grove Avenue**  
**Barrington, IL 60010**  
**847-382-1480 Phone**  
**847-382-3540 Fax**