

## 2010 Chicago Botanic Garden Wine Festival

### Wine Vendor Agreement

This Agreement is made this \_\_\_\_ day of \_\_\_\_, 2010, between inPLAY EVENTS, LLC, of Barrington, Illinois, (IE), and

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

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

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

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

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

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

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

(hereinafter "Vendor")

WHEREAS, the Chicago Botanic Garden Wine Festival is a public event organized and coordinated by IE;

WHEREAS, IE and the Vendor wish to provide wine samples for attendees at the Chicago Botanic Garden Wine Festival, and agree that the wine products to be distributed to the public at the Chicago Botanic Garden 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 Chicago Botanic Garden Wine Festival takes place at the Chicago Botanic Garden, 1000 Lake Cook Road, Glencoe, Illinois on June 12-13, 2010. IE agrees to provide Vendor with space at the Chicago Botanic Garden Wine Festival at which Vendor will provide, at no charge, measured one (1) ounce samples of a maximum of six (6) wine selections as listed in Paragraph 6. Vendor agrees that IE shall have sole authority and discretion in the assignment of the spaces at the Chicago Botanic Garden 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: IE 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 local retailer

- (j) Opportunity to distribute company literature, coupons and promotional items.

Vendor agrees not to bring or set up any tents, tables or chairs but use only those supplied by IE.

- 3. Payment: The Vendor agrees to pay IE a fee of **\$450.00** which includes the \$400.00 fee for the vendor space and amenities listed above AND a **\$50.00** fee for filing the required permit with the Cook County Department of Public Health. The Vendor agrees to pay 100% of this fee upon execution of this Agreement. **The signed Agreement and payment are due to IE no later than April 30, 2010.** The Vendor's payment which accompanies this Agreement shall be refunded in full if this offer is not accepted by IE.

- 4. Hours of Operation: (a) The Vendor agrees to continuously operate its booth during the official operating hours of the Event as:

Saturday, June 12, 2010	12:00PM – 6:00PM (sampling ends at 5:30PM)
Sunday, June 13, 2010	12:00PM – 6:00PM (sampling ends at 5:30PM)

(b) The Vendor shall be permitted to set-up its booth between 1:00PM and 5:00PM on Friday, June 11, 2010 and between 8:00AM and 11:00AM on Saturday, June 12, 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 6:00PM on Sunday, June 13, 2010 and shall have all its property removed from the Chicago Botanic Garden Wine Festival site by 12:00AM Monday, June 14, 2010. Failure to have all property removed by 12:00AM Monday, June 14, 2010 may result in IE 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 of up to six wines as set forth below; 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 IE;
- (b) To have adequate supplies of each wine available for sampling;
- (c) To collect one ticket for each one (1) ounce tasting poured as required by the Village of Glencoe Liquor Commission, and to comply with other Event rules;
  - i. Two cited failures by vendor to collect sample tickets will result in closure of vendor's booth for a minimum of two hours. Said cited failures will be monitored by IE, CBG and security hired by both entities;
- (d) To obtain a temporary food service permit from the Cook County Department of Public Health;
- (e) To clean and secure the Vendor's space at night;
- (f) To comply with arrangements made by IE for removal of waste and recycling from site;
- (g) To immediately evacuate the Festival premises upon the direction of IE and Chicago Botanic Garden management in the event of severe weather;
- (h) To comply with any other rules or regulations established by IE for Wine Vendors and the Chicago Botanic Garden 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 IE and must

be submitted by e-mail or fax to Attn: Mary Beth Bowman, mbbowman@inplayevents.com or 847-381-6778, no later than May 14, 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's order form provided to all attendees of the Event.

7. Insurance: The Vendor agrees to provide to IE on or before May 1, 2010, a current certificate of insurance which shall be effective for the dates of the Chicago Botanic Garden 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). inPLAY EVENTS, LLC, Chicago Horticultural Society d/b/a The Chicago Botanic Garden and the Forest Preserve District of Cook County 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, turf, plant material, etc.) provided by or through IE to the Vendor at the Chicago Botanic Garden Wine Festival.
9. Breach: The Vendor agrees that all fees paid IE 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, IE 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. IE may also demand Vendor immediately remove its property and vacate the space in which case the Vendor agrees to forfeit all payments to IE as liquidated damages.
10. Indemnification: The Vendor agrees to indemnify IE, any officer, employee of IE, the Chicago Horticultural Society d/b/a The Chicago Botanic Garden and the Forest Preserve District of Cook County 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 Chicago Botanic Garden Wine Festival.

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

VENDOR

inPLAY EVENTS, 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 inPLAY EVENTS, LLC.