



Saturday, April 1, 2017

Session I 1:00 pm - 4:00 pm

Session II 5:00 pm – 9:00 pm (1hr VIP 5:00 pm - 6:00 pm limited to 300)

## **BUFFALO WINE FESTIVAL VENDOR CONTRACT**

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

WEBSITE (if applicable): \_\_\_\_\_

*Please set up a reciprocal link with [www.buffalowinefestival.com](http://www.buffalowinefestival.com)*

BEST TIME TO REACH YOU: \_\_\_\_\_

**Contract between** \_\_\_\_\_ (hereinafter known as VENDOR) and Lilly Broadcasting. Buffalo Wine Festival (hereafter known as THE FESTIVAL) for operation Saturday, April 1, 2017. 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 single booth or 6 per double booth per session.
2. Upon receipt of this Agreement and booth rental fee, THE FESTIVAL shall provide a booth space 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 3 per booth (above) may be purchased for \$20.
2. VENDOR is required to set-up their booth on Friday, March 31, 2017 between 11:00 AM and 4:00 PM or Saturday, April 1, 2017, beginning at 8:00 AM unless otherwise arranged with THE FESTIVAL COORDINATOR. Teardown may not begin until the conclusion of the event (9:30 PM) on Saturday, April 1, 2017.
3. The VENDOR will not sell or donate space in their booth for advertising and/or promotion of any third party without written consent of 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 NY.
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 New York State 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 the VENDOR'S non-compliance with any Federal, (insert State), or local law including, but not limited to, DEV, OSHA, FCC, DOL, DOH, and EPA.
7. VENDORS are responsible for arranging for any electrical and phone line requirements for booth with Buffalo Niagara Convention Center directly at their own expense.
8. Food vendors, including those who offer samples of food, will be required to have their Health Department Permits and Hand Washing Station. If you will be sampling/selling any food items, you must have the appropriate health permit. *If you have any question about needing a permit please contact the Erie County Health Department at 716.961.6800.* You will also need to have a copy of your sales tax certificate on file with us and on display at your booth if you are conducting any sales.

## **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. 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.
4. The VENDOR, its affiliated companies, and subsidiaries, agree to be responsible for, and to defend, hold harmless, and indemnify, THE FESTIVAL, Lilly Broadcasting LLC, and Buffalo Niagara 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.
5. **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 SJL of Pennsylvania LLC (3524 State St. Erie, PA 16508) and Lilly Broadcasting LLC (474 Old Ithaca Rd. Horseheads, NY 14845) and Buffalo Niagara Convention Center (Convention Center Plaza Buffalo, NY 14202) 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 Worker's Compensation insurance is required, if applicable. (If VENDOR will have employees working THE FESTIVAL, it is applicable.)

The Certificate of Insurance must be in the hands of the Festival Coordinator no later than March 1, 2017. There will be no insurance waivers granted for any reason.

6. **FEES** All VENDORS will be required to pay fees:

- **Single Booth** prior to January 1, 2017 @ \$XXX (after January 1, 2017 add \$50) which includes a Listing in the Taster's Guide that will include the VENDOR'S name, address, phone number, and website.  
(Display ads are sold separately. ½ page ad by your listing is \$75)
- **Double Booth** prior to January 1, 2017 @\$XXX (after January 1, 2017 add \$50) which includes a Listing in the Taster's Guide that will include the VENDOR'S name, address, phone number, and website.  
(Display ads are sold separately ½ page ad by your listing is \$75)

**WINERIES ONLY...**Two (2) bottles of wine per single booth and Four (4) bottles of wine per double booth are due at set-up (USED FOR DOOR PRIZES).

**BOOTHS:**

- Single Booth - 10'X10' feet contains (1) 8 ft. front table topped and skirted, (1) 6ft table topped and skirted, (1) waste receptacle, and (2) folding chairs (on request).
- Double Booth - 20'X10' booth contains (2) 8 ft. tables topped and skirted and, (2) 6 ft. tables topped and skirted, (1) waste receptacle, and (4) folding chairs (on request).
- Pipe and Drape is included for all. Booth Location is TBD.

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

7. **\$5 WINE BUCKS policy:** The FESTIVAL will distribute **\$5 off a purchase of wine voucher** (\$10 minimum purchase required) to VIP ticket holders for the evening session. The VENDORS that sell wine will offer this discount to the ticket holders throughout the entire Session II (5p-9p) of the event. At the end of the event a representative from the FESTIVAL will reimburse the VENDOR with a check, for the total value of the vouchers they honored during the session. **The vouchers must be turned into the FESTIVAL representative at the end of the event, on 4/1/17. If they are not turned in at that time, the reimbursement is forfeited by the VENDOR.**

Please make check payable to Lilly Broadcasting, LLC with Buffalo Wine Festival 2017 on the memo line of your check.

If you are in agreement with the terms as outlined above, please sign where indicated and return a fully completed contract.

\_\_\_\_\_  
FESTIVAL Representative  
*Lilly Broadcasting LLC*

Date

\_\_\_\_\_  
Authorizing Officer  
*Vendor*

Date

Please return completed and signed contract via mail, along with your payment:

Angela Mosher

Lilly Broadcasting Special Events Division

474 Old Ithaca Road

Horseheads, NY 14845

If you have any questions feel free email [amosher@weny.com](mailto:amosher@weny.com) or call

Angela Mosher at 607-739-3636 ext. 133

**If you would like to participate in other Lilly Broadcasting Special Events, please visit their websites for more information and contact information:**

**Wine On Ice** at First Arena, Elmira, NY [Wineonice.com](http://Wineonice.com)

**Glass City Wine Festival** at SeaGate Convention Centre, Toledo, OH [Glasscitywinefestival.com](http://Glasscitywinefestival.com)

**Wine On The Lake** at Bayfront Convention Center, Erie, PA [Wineonthelake.com](http://Wineonthelake.com)