

REALTY EXPO and WINE FEST

Commercial Vendor Application and Agreement

This agreement is made this _____ day of _____, 2016, by and between My Hunter Group LLC part of RE/MAX Ability Plus a for profit company, dba Realty World and Wine Fest 2016, hereinafter referred to as the "Committee", and

(Please print name of Vendor)

hereinafter known as "Vendor".

WHEREAS, the Committee sponsors a festival known as Realty Expo and Wine Fest 2016 in White River State Park, Celebration Plaza, Celebration Plaza Amphitheatre, Indianapolis, In 46201

WHEREAS, the Vendor has requested the opportunity to participate in such 2016 festival;

Now THEREFORE it is agreed as follows: ,

1. Product, Service or Information Provided. At the time of application, the Vendor shall provide to the Committee a complete list and photographs of retail items to be sold, services to be promoted, or other promotional information to be distributed at Realty Expo and Wine Fest 2016. The Committee shall, as soon as practical thereafter, inform the Vendor whether the proposed list of retail items, services or information is acceptable to the Committee as provided. Approval of Vendor's list by the Committee shall be construed as giving the Vendor a right to offer only these **specific** items, services or information. The Vendor agrees it will provide a sufficient quantity of each item on its approved list to fill orders from approximately 11:00 am until approximately 8:00 pm on August 13th, 2016

2. Vendors Cannot:

Offer for sale, give away, donate or offer at no charge or discounted price any item which is offered for sale by an approved food vendor; or **offer for sale or distribution any items in glass containers.**

3. Alcoholic Beverages: THE VENDOR SHALL NOT SELL OR MAKE AVAILABLE ANY ALCOHOLIC BEVERAGES.

4. Location of Stand. The Vendor shall set up its stand at the location specified by the Committee. Vendor may sell only from the stationary booth space – there will be no exceptions to this rule. Applications received and accepted after the venue has been filled will be put on a waiting list and placed as space is available. Booth allocations will be done as applications are received and approved. The Committee reserves the right to relocate vendors, if it is deemed necessary.

5. Set Up Time. Set up is on Saturday August 13th, 2016 from 6:30 a.m. until 11:00 a.m. **No vehicular traffic will be allowed in the venue after 11:00 a.m.** The Vendor shall be completely set up and ready for business no later than 11:00 a.m. on Saturday, August 13th, 2016. **THERE ARE NO EXCEPTIONS TO THIS RULE. FAILURE TO SET UP PRIOR TO THIS TIME SHALL BE CAUSE FOR VENDOR TO FORFEIT THEIR ASSIGNED SPACE AND ANY AND ALL DEPOSITS DEFINED BELOW.** The Vendor shall not dismantle their booth, or have vehicle traffic on the venue until after 8:00pm

6. Check-in. The Vendor shall check-in upon arrival to verify booth number and location of booth, and to receive assistance with electrical hook-ups, if required.

7. Hours of Operation: Hours of operation of Realty Expo and Wine Fest, 2016 on August 13th are from the hours of 11:00 am to 8:00 pm. Vendors are expected to be present in their booth and open to traffic all hours that Realty Expo and Wine Fest 2016 is open. In the event of an all day rain, vendors are expected to remain open.

8. Pricing. The Vendor shall establish its own prices for items to be sold at Realty Expo and Wine Fest 2016.

9. Fees. The Committee requires a flat fee with this application for each booth space. Once vendor has been accepted, **all application fees are non-refundable, whether or not the vendor attends the event.** Each booth "space" provides 8 feet by 10 feet of display space. Fees are as follows:

Commercial:

Booth Rental Fee - \$400.00 or 2 booth spaces for \$750.00

Additional footage - \$50.00 per linear foot.

Power Supply - \$25.00

Preference on booth location will be determined by timely submission of vendor application, type of product or services sold and power requirements. Vendors will be added at the discretion of the Realty Expo and Wine Fest Committee, but **space is limited. THE COMMITTEE RESERVES THE RIGHT TO DECLINE FEES AND APPLICATIONS TO AVOID OVER DUPLICATION OF PRODUCTS, SERVICE OR INFORMATION, OR IF THE GOODS OR SERVICES OFFERED ARE DEEMED INAPPROPRIATE FOR THE EVENT.**

PLEASE NOTE: TENTS AND TABLES ARE THE RESPONSIBILITY OF THE VENDOR – Realty World and Wine Fest ONLY PROVIDES THE SPACE.

10. Deliveries. No vehicular traffic will be allowed in the Venue Area after the start of Realty Expo and Wine Fest 2016 at 11:00 a.m. on Saturday August 13th. Except as otherwise directed by the State Police Department, the Vendor shall park all delivery vehicles only in legal parking spaces surrounding the Realty Expo and Wine Fest area and all deliveries shall be made by push cart or by hand.

11. Electricity. The Committee shall, to the extent possible, provide the Vendor with 110-125 volt, Three Wire, Single Phase electrical service. The Vendor hereby recognizes that, due to acts and or occurrences beyond the control of the committee, including but not limited to precipitation, equipment failure and misuse by Vendors, said electrical service may be terminated at no fault to Committee for lost or damaged goods. In the event of such termination, Vendor hereby holds the Committee, its electrical subcontractors, installers, or any other parties listed in Section 12 of this agreement hereof harmless for any and all liability therefrom.

12. Refuse Removal. The committee will provide refuse receptacles and the Vendor shall notify the Committee or its designees when such receptacles are full.

13. INDEMNIFICATION AND PUBLIC LIABILITY INSURANCE.

Vendor's Responsibility. The Vendor releases the Realty Expo and Wine Fest Committee, My Hunter Group LLC, RE/MAX Ability Plus, the State of Indiana and the business or government entity in front or nearby the Vendor's booth space (if any), (hereinafter jointly and severally referred to as "Indemnities"), from, assumes the risk of, shall be responsible for, and shall indemnify the Indemnities and hold them harmless from any and all liability for any loss of or damage or injury to any person (including death resulting therefrom) or property occurring before, during, or after Realty World and Wine Fest, regardless of cause. Vendor's obligation to indemnify the Indemnities hereunder shall include the duty to defend against any claims asserted by reason of any loss, damage or injury for which Vendor is obligated to indemnify the Indemnities and the duty to pay any judgments, settlements, costs, fees, and expenses, including attorneys' fees, incurred in connection therewith. Notwithstanding anything herein to the contrary, Vendor shall bear the risk of any loss or damage, regardless of cause, to its property.

14. Cancellation. The Vendor hereby agrees that the Committee may cancel Realty World and Wine Fest 2016 in the event of inclement weather, damage or destruction of the Realty Expo and Wine Fest area or any other occurrence beyond the Committee's control which, in the opinion of the My Hunter Group LLC, would make the holding of Realty Expo and Wine Fest impossible or impractical. If Realty Expo and Wine Fest is officially canceled prior to 2:00 p.m. on Saturday, August 13th, 2016, the Vendor shall receive a refund of its power supply fee only, paid pursuant to Section 8 above. There will be no rain date for Realty Expo and Wine Fest.

15. Risk of Loss. The Vendor hereby agrees to bear all risk of loss occasioned or arising out of the fact that Realty Expo and Wine Fest 2016 may be canceled or terminated under the provisions of the Agreement and that the Committee shall not be responsible for any losses suffered by the Vendor by reason of such cancellation or termination.

16. Authority. Each party executing this agreement on behalf of the Committee or the Vendor hereby certifies that he or she is authorized by their respective organization or company to contractually bind said organization or company to the right obligations and remedies provided herein.

17. THIS VENDOR AGREEMENT AND THE ADDITIONAL VENDOR INFORMATION AND FEE CALCULATION SECTION CONSTITUTES AND REFLECTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SHALL ONLY BE MODIFIED BY A WRITTEN INSTRUMENT REFERRING TO THIS VENDOR AGREEMENT, SIGNED BY EACH PARTY HERETO.

IN WITNESS THEREOF, the parties have executed this agreement on the dates first mentioned above.

VENDOR:
Signed:
Title:
Date:

Realty Expo and Wine Fest 2016 COMMITTEE
Signed:
Title:
Date:

Additional Vendor Information and Fee Calculation

All checks should be made out to: My Hunter Group LLC

NAME OF VENDOR:

ADDRESS:

CITY: STATE: ZIP:

CONTACT PERSON(S):

CELL PHONE NUMBER AT WHICH YOU CAN BE REACHED DURING THE FESTIVAL:

E-MAIL TO WHICH YOUR DOCUMENTATION WILL BE SENT:

WILL YOU BE BRINGING A CAMPER? YES/NO A TRAILER? YES/NO

Please indicate:

_____ Selling specific items from the booth (retail sales of merchandise)

_____ Promoting services, and not engaging in retail sales at the booth

_____ Community Service Organization, information only

_____ Other: _____

All vendors must include the following information for this application to be considered:

1. A complete, detailed list of the merchandise, products, services or information you will be selling or promoting at your booth. You will be **strictly** limited to this list during the event. (Feel free to attach additional pages to your application.)

2. Photograph(s) of the merchandise, informational materials and your booth or display.

Commercial:

A. Marketplace Booth Spaces (8x10 feet) _____ x \$400.00 =

B. Extra Footage _____ x \$50.00/linear foot =

C. Power Supply _____ x \$25.00 =

Note: **Only 110-125 volt low amp service is available**

TOTAL FEE INCLUDED WITH THIS APPLICATION =

Booth Space Size – Please calculate space needs, allowing room for any outside equipment. Please be truthful and realistic! Please do not sign up for more than you need, and space sizes will be verified prior to festival. Standard booth spaces are 10’ in depth by 8’ in width. Depending on utility requirements and demand, Committee reserves right to designate final size and location of booth space.

and location of booth space.

**Complete listing/description of merchandise, artwork, products,
services or information to be sold or offered at this booth
(you WILL be limited to this during the festival):**

Attach photos here, also.