

Realty Expo Wine and Art Fest

WINE VENDOR APPLICATION

This Application consists of six (6) pages, and requires the Applicants signature in two locations. Please review the Application thoroughly, sign it in all required places, and return all pages to the Sertoma Club with your space rental check in the full and proper amount.

Entity Name:

Doing Business As Name:

Mailing Address, City, State, Zip:

Contact Person:

Cell Telephone:

Email Address:

Number of Spaces Desired:

Business Telephone:

List Wines to be Offered:

- 1.
- 2.
- 3.
- 4.
- 5.

Space size: 10x20

The fee is for rental of the space only. Awnings, water, ice, tents, coolers, containers, cups, dispensers, and any other physical equipment needed or desired to operate must be provided by the Vendor.

My Hunter Group LLC does not guarantee uniformly flat surface.

Set Up: Saturday August 13th, 2016, from 6:30 AM. to 11:00 A.M. ,If we decide to allow for night of the 12th to set up be advised . Tents and equipment left overnight is at the Vendor's discretion and risk - neither My Hunter Group LLC, or White River State Park Commission will be responsible for theft or damage. **No alcohol may be stored on the premises overnight.**

NO VENDOR SHALL SELL BOTTLED WATER OR DISPENSE WATER TO ATTENDEES.

Realty World and Wine Fest will have an ID Station at which adults will be provided a colored wristband. **NO ALCOHOL SHALL BE SERVED TO ANY PERSON WHO DOES NOT HAVE THIS WRISTBAND.**

For questions, call Philmia Cole at (317) 498-0464.

WINE VENDOR APPLICATION (Cont.)

Wine Vendor Checklist:

Application completed, signed, and mailed to: My Hunter Group LLC, 5167 Atherton South Dr , Indianapolis, IN 46219

Signed and return with application enclosed Waiver and Release of Liability/Indemnification Agreement.

Include a photo of your tent/display at a previous event at which you participated.

2 Certificates of Insurance. **Certificate must name My Hunter Group LLC, as Additional Insured . Certificates must be substantially in the form shown on the exemplar attached to this Application.**

EVENT RULES AND VENDOR AGREEMENTS:

● Vendors must comply with all applicable rules and regulations of the Marion County Board of Health and the Indiana Alcohol and Tobacco Commission, including any sale restrictions, cleanliness, and licensing or permit requirements. Failure to comply with such rules and regulations may result in removal from Realty Expo and Wine Fest by the Board of Health or the Indiana Alcohol and Tobacco Commission. No refunds will be given to any Vendor who is removed.

● Vendors must comply with all rules of the City of Indianapolis and the White River State Park .

● Vendors will receive notice of acceptance to Realty Expo and Wine Fest, which notice creates in you an obligation to appear.

● Once accepted, no entry fee will be returned to any Vendor for any reason.

● If a Vendor is not accepted, that Vendor's application fee will be returned with a notice of rejection.

● Realty Expo Wine Art and Art Fest reserves the right to reject or eject any Vendor.

● Realty Expo Wine and Art Fest is a rain or shine event. There is no rain date, and in the event of rain or other inclement weather, no Vendor shall be entitled to return of their entry/space rental fee.

● **NO VENDOR SHALL SELL BOTTLED WATER OR DISPENSE WATER TO ATTENDEES.**

● **NO ALCOHOL SHALL BE SERVED TO ANY PERSON WHO DOES NOT DISPLAY A WRISTBAND.**

As authorized agent of the Vendor, I agree to abide by the above terms.

VENDOR NAME: _____

Vendor Signature

WINE VENDOR APPLICATION (Cont.)

WAIVER AND RELEASE OF LIABILITY/INDEMNIFICATION

The undersigned (“**VENDOR**”) agrees and understands that he/she/it is an independent alcohol vendor engaging in retail sales of beer or wine manufactured by Vendor and that the City of Indianapolis, Indiana and/or the White River State Park Commission, and/or Live Nation Worldwide Inc and/or My Hunter Group LLC.(hereinafter “**RELEASEES**”) are furnishing only the opportunity for the undersigned, as an independent alcohol vendor, to utilize White River State Park, Indiana (“property”), on August 13, 2016, for independent alcohol vendor purposes and is not providing responsibility, supervision or instruction. **VENDOR** agrees that for and in consideration of the use of aforementioned property for this alcohol vendor activity and in consideration of being allowed to participate in Realty World Wine and Art Fest, **VENDOR** does freely and voluntarily enter into this waiver and release of liability/indemnification. **VENDOR** understands and is aware of the possible damage or loss from whatever causes that may arise from the approved usage of such property for independent alcohol vendor activities, and agrees to assume all risks in connection with the use of this property and all risks in connection with retail alcohol vending activities. **VENDOR** for itself, himself, herself, his/her/ its officers, employees, agents, heirs, executors, administrators and assigns, forever releases, discharges, holds harmless, and waives any and all claims and causes of action of any nature or kind whatever, against the **RELEASEES**, their employees, officials, officers, members and agents, for any and all claims, liabilities, damages, costs, expenses (including attorney’s fees), demands, or causes or rights of action of whatever kind or name either in law or in equity caused by any accident or incident which may occur as a result of, or arise from, **VENDOR’S** utilization of this property for retail alcohol vending activities. **VENDOR** agrees to indemnify, defend and hold harmless **RELEASEES**, their employees, officials, officers, members, agents and volunteers from and against any and all liabilities, claims, damages, costs, expenses (including attorney’s fees), demands, actions or rights of action of whatever kind or name either in law or equity, brought or caused by the undersigned, its officers, employees, agents, his/her family, heirs, assigns and any other party, related to or arising from **VENDOR’S** use of property for **VENDOR’S** retail alcohol vendor activity or related to or arising from **VENDOR’S** retail alcohol vending activities. **VENDOR** further agrees to indemnify, defend and hold harmless **RELEASEES**, their employees, officials, officers, agents, members and volunteers from and against any and all liabilities, claims, damages, costs, expenses (including attorney’s fees), demands, actions or rights of action of whatever kind or name either in law or equity, brought by third parties related to or arising from **VENDOR’S** use of property for **VENDOR’S** retail alcohol vendor activity or related to or arising from **VENDOR’S** retail alcohol vending activities. **VENDOR** further acknowledges that he/she/it shall inspect the facilities and/or property prior to their usage and ensure that said facilities/property is neat, clean, safe, satisfactory for his/her/its use and purposes, and in a good state of repair, and that there are no problems with the facility and/or defects with the property posing threat of injury of any kind to any volunteers, employees, agents and/or guests of the undersigned. Should **VENDOR** find that the facilities and/or property contain any problems and/or defects, he/she/it shall notify a member of the White River State Park staff immediately and shall not permit himself/herself or any of his/her/its employees, volunteers, agents and/or guests to utilize said facilities or property until all problems and/or defects are remedied and/or eliminated. **VENDOR** agrees to abide by all the rules and regulations pertaining to such activity as may be designated by **RELEASEES**, their agents or employees and the Realty Expo Wine and Art Fest Committee.

VENDOR further acknowledges that he/she/it understands that there is some danger involved in his/her/its organization's participation in this event. **VENDOR** understands the risk involved and voluntarily assumes the risk of the possibility of any danger or injury to his/her person and/or others resulting from participation in this event. The undersigned representative hereby certifies that his/her/its alcohol vendor organization is responsible for implementing and following all proper safety precautions to ensure the safety of his/her/its employees, volunteers, subcontractors, independent contractors, agents, guests and customers while each of the aforementioned participants is on White River State Park property.

VENDOR further agrees that he/she/it shall be responsible for the proper conduct of his/her/its employees, agents, or volunteers and for proper care to White River State Park property. **VENDOR** further agrees that he/she/it shall be solely responsible for the restoration of any property used by him/her /it and/or his/her/its organization to its original condition should any damage occur or clean up following the event be required and that he/she/it will restore any property damage or return any property to equal or better condition if damaged by his/her/its employees, volunteers, subcontractors, guests and/or personnel.

The undersigned person signing this Agreement on behalf of **VENDOR** represents and certifies that he/she has been authorized to sign this Agreement on **VENDOR'S** behalf and that all action necessary to so authorize the undersigned has been taken.

The undersigned further acknowledges that he/she has read the foregoing, understands its terms and meaning and has made diligent inquiry concerning any questions about this document that he/she may have had.

I have read the waiver and release of liability/indemnification carefully and understand all the stated terms.

I have read this application for the 2016 Realty Expo and Wine Fest, and the accompanying information. I hereby agree that I/we will abide by all statutes, ordinances, rules, regulations and requirements. I understand that failure to do so will result in disqualification for participation as a Retail Alcohol Sales Vendor. It is further understood that the space fees are nonrefundable and due to My Hunter Group LLC., even if my business fails to participate in the event for any reason, including voluntary or involuntary termination of vendor activities by vendor, My Hunter Group LLC, Park personnel or any other government agency personnel.

Name of Vendor, Company and/or Organization

Signature of Owner/Corporation Officer

Date

Printed Name and Title

(Insurance Certificate Requirements on next page)

WINE VENDOR APPLICATION (Cont.)

**CERTIFICATE OF INSURANCE REQUIREMENTS
ALL FOOD AND ALCOHOL VENDORS attending Realty Expo and Wine Fest, August 13,
2016**

COMPLETED CERTIFICATES DEADLINE 05/31/2016

Requirements:

- 1. Certificates of Insurance must be current dated**
- 2. Agent information should include complete address, phone and fax numbers.**
- 3. General Liability Coverage with a minimum limit of liability of \$500,000
Combined Single Limit**
- 4. Automobile Liability, Umbrella and Worker's Compensation only need to be completed if currently insured for these coverages.**
- 5. Event date must be within Effective and Expiration Dates.**
- 6. Liquor Liability – must have a minimum limit of liability of \$500,000.**
- 7. Description of Operations on the certificate MUST have the following wording:

 “My Hunter Group LLC” are listed as an Additional Insured in regard to Realty
 Expo and Wine Fest, Indianapolis, IN on August 13, 2016.”**
- 8. Certificates of Insurance are Required and MUST have the following wording in
the “Certificate Holder” section:
My Hunter Group LLC, 5167 Atherton South Dr., Indianapolis, IN 46219**
- 9. Certificates of Insurance must be signed by a licensed insurance agent.**

All completed Certificates should be emailed to: david@myhuntergroup.com prior to 07/01/2016. Any questions, please feel free to call 317-498-0464.