

**2018 Cohocton Fall Foliage Festival  
“Fruits of the press” Wine/Beer Tasting Contract  
Cohocton Development Corporation**

**Lessee:** Cohocton Development Corporation, PO Box 204 Cohocton, NY 14826

I, \_\_\_\_\_ the undersigned do hereby agree to provide wine/beer tasting services at the Cohocton Fall Foliage Festival. The Cohocton Development Corporation agrees to permit such provisions of a wine/beer tasting service with a Farm Market Permit under the following conditions:

**RELATIONSHIP OF PARTIES** The parties act as independent contractors. Nothing herein contained shall create or be construed as creating employment, a partnership, joint venture, or agency relationship between the parties, and no party shall have the authority to bind the other in any respect.

**INCORPORATION OF APPLICATION** The Winery/Brewery agrees to comply with all policies and procedures as indicated in this document. Winery/Brewery also recognizes that the Cohocton Development Corporation has the right to reasonably modify the conditions of its permission to Winery/Brewery participation in the Fall Foliage Festival. Accordingly, Winery/Brewery agrees to comply with the Cohocton Development Corporation’s reasonable directions, which may not be published or contained herein.

**RECITALS** The Winery/Brewery agrees to participate in the wine/beer tasting event at The Fall Foliage Festival on Saturday, October 6, 2018 and Sunday, October 7, 2018 between the hours of 10:00 am and 5:00 pm on both days. The Winery/Brewery shall set up its tasting area between 8:30 am and 9:45 am on the days of the Event. The Winery/Brewery can strike their area after 5:00 pm on the last day of the Event. The area must be totally cleared by 6:00 pm on Sunday, October 7, 2018.

**CONSIDERATION** The Winery/Brewery agrees to pay a fee of \$125.00 to the Cohocton Development Corporation.

**Taxes** The Winery/Brewery shall be solely responsible for the payment of New York sales tax and any taxes levied by any other governmental organization with respect to sales or activity of Winery/Brewery under this agreement. Winery/Brewery shall properly display their current New York State Sales Tax Certificate at the festival.

**INSURANCE** The Winery/Brewery agrees to file with the Cohocton Development Corporation, no later than October 1, 2018, a Certificate of Insurance with proof of the following coverage:

1. General Liability in minimum limits of \$1,000,000
2. Products Liability in minimum limits of \$1,000,000
3. Workers’ compensation in accordance with the laws of NYS

The Additional Insured, as listed in the attached Application, must be named on all liability policies for the duration of each Event. The foregoing coverage and limits are to be considered as minimum requirements. This insurance shall be issued by a company or companies licensed to do business in NYS and shall provide for written notification to Cohocton Development Corporation 30 days prior to termination or restrictive amendment. Failure to provide the certificate of insurance shall terminate this contract.

**AMENITIES** Cohocton Development Corporation agrees to provide the Winery/Brewery with the following amenities at Winery’s/Brewery’s space location:

- a. one 10x10 display space in a tent
- b. one – 8 foot table
- c. four staff badges for Vendor booth
- d. ice and water for rinsing your cups

The Cohocton Development Corporation will provide at least two people conducting age proofing. The Cohocton Development Corporation personnel shall proof all people who enter the wine/beer tasting area. The Winery/Brewery will not serve wine to people less than 21 years of age or who appear to be intoxicated. The Winery/Brewery shall be responsible for general cleanup in the service area during and after the festival. All product prices shall be prominently displayed at wine/beer tasting. No products will be left in the tent over-night.

**INDEMNIFICATION** The Winery/Brewery shall defend with competent counsel, indemnify and hold The Cohocton Development Corporation harmless from and against any and all liabilities, claims, suits, damages, losses, judgments, penalties, premiums, contributions, fines, and increased costs and expenses (including reasonable attorney’s fees and other expenses) arising out of damages caused by either willful conduct, error, omission or negligent act of or its agents of employees toward the Cohocton Development Corporation or any third party. This obligation shall survive the termination of this contract.

**LICENSES, PERMITS** The Winery/Brewery shall obtain all permits necessary to serve wine/beer at a tasting at The Fall Foliage Festival, including all necessary permits from the Village of Cohocton and County of Steuben and agrees to provide The Cohocton Development Corporation with proof of such permits.

**\*\*\* Under no circumstances will a Winery/Brewery be allowed to set up operations unless we have a copy of their NYS Certificate of Authority to Collect Sales and Use Tax, a current insurance certificate using the proper wording as stated and a fully executed contract by October 1, 2018. \*\*\***

**AUTHORIZED SIGNATORY** The individual executing this contract on behalf of the Winery/Brewery represents and warrants that he/she is duly authorized by the Winery/Brewery to enter into this contract. IN WITNESS WHEREOF, the parties have signed this contract as follows:

Winery/Brewery By: \_\_\_\_\_

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

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

Contact E-Mail \_\_\_\_\_

Send signed contract, application and payment to:

**COHOCTON DEVELOPMENT CORPORATION**  
**ATTN: Pat and Gene Drum**  
**PO Box 204**  
**Cohocton, NY 14826**