

## Business Exhibitor Application

23<sup>rd</sup> Annual Vancouver Wine & Jazz Festival / August 25, 26, 27, 2023



### Please Print

Your Name \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ ZIP \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_ Web \_\_\_\_\_

### Choose a SINGLE or DOUBLE space and check all that applies:

SINGLE 10 ft X 10 ft (\$250) + Electricity (\$50 required, not optional) = \$300 Total  
Includes space, 4 Exhibitor passes per day, electricity (5 amps / 600 watts / 120 volts)

DOUBLE 10 ft X 20 ft (\$550) + Electricity (\$50 required, not optional) = \$600 Total  
Includes space, 6 Exhibitor passes per day, electricity (5 amps / 600 watts / 120 volts)

ADDITIONAL EXHIBITOR PASSES @ \$25 each per day (a max. of 4 additional per day):  
# of additional passes \_\_\_\_\_ X \$25 = \$ \_\_\_\_\_

Our fee is paid online     Our check is enclosed    Total Paid: \$ \_\_\_\_\_

**Deadline: March 30, 2023. Prices may increase by up to 50% after First Round Deadline.**

**1. Agreement:** This Agreement is between the Vancouver Wine & Jazz Festival<sup>®</sup> (herein called "Festival") and the Exhibitor on this Application (herein called "Exhibitor"). The City of Vancouver is herein called "City." The Festival and Exhibitor are mutually entering into an Agreement to display, promote and sell company products & services at the Vancouver Wine & Jazz Festival. Dates for the 2023 Festival are Friday, Saturday and Sunday, August 25, 26, 27. Hours: 4-10 PM Fri; 11 AM-10 PM Sat; and 11 AM – 9 PM Sun. Hours and dates are subject to change, and do not affect this Agreement. Changes to this Agreement can only be made by the Festival.

**2. Booth Fee:** Exhibitor must submit the Booth Fee with this Application. Exhibitor receives a maximum of 4 Exhibitor passes per day, INCLUDING set-up (6 Exhibitor passes for Double booth). Passes cannot be shared or transferred. Additional Exhibitor passes can be purchased in advance – a max. of 4 additional per day. Exhibitors may not share, split or co-op any space, only 1 Exhibitor per space. **Booth Fees with electricity are: \$300 for Single, \$600 for Double.**

**3. Space & Electricity:** This is an outdoor event. The Festival provides an assigned space. Exhibitor should provide a canopy or tent for their space. Each space is provided one electrical outlet with a 5-amp / 600-watt / 120-volt electrical outlet. Exhibitors provides their own lights or other electrical devices as needed. Exhibitor agrees to maintain and staff their booth during Festival hours. Set up is Thursday August 24<sup>th</sup> from 10 AM – 3 PM; or Friday August 25<sup>th</sup> from 7 AM – 10 AM. Break down is Sunday after the official close of Festival. **NO EXHIBITOR MAY BREAK DOWN PRIOR TO OFFICIAL CLOSE OF FESTIVAL.**

**4. Sales & Security:** Exhibitor sales, and all local or state sales taxes are the sole responsibility of the Exhibitor. Exhibitor and/or Assistants will be issued an Exhibitor Wrist Band for admission which must be worn at all times. Assistants must remain at the booth during the Festival. The Festival is fenced during official hours. Security will be provided beginning Thursday at 10 AM through the official close of the Festival on Sunday at 9 PM. Any damage or theft of materials, or products, or of any personal belongings of Exhibitor or Exhibitor assignee during the hours of the Festival, beginning with setup through the official close of Festival; or overnight, at setup or breakdown; or at

any other time during the Festival is the sole responsibility of the Exhibitor and is not the responsibility of the Festival, Bravo! Vancouver, its Board, managers, volunteers, staff, or assignees, nor the City. Exhibitor is responsible for their own setup and breakdown. All Exhibitors and Vendors shall act in a professional manner. Management reserves the right to remove any person for any reason. Such person shall not be entitled to refunds or any compensation.

**5. Insurance, Liability and Hold Harmless:** All work is done at the risk of the Exhibitor. Exhibitor shall take all necessary precautions and shall be responsible for the safety of Exhibitor, Exhibitor employees, agents, assigns, and subcontractors in the performance of the work hereunder. Any intentional breach of this Agreement, any personal injury or any damage to Festival venues, Esther Short Park, City property or private property, or any damage or injury to Bravo! Vancouver or the Festival due to unintentional, negligent, or intentional acts on the part of Exhibitor or his assign and sustained by any organization or individual including but not limited to Bravo! Vancouver and its Board, the Festival, the City of Vancouver, the Exhibitor, Exhibitor employees, his agents and assigns, Festival patrons, volunteers, staff, subcontractors, or any other individual shall be the sole responsibility and liability of Exhibitor. Any damages to Festival venue, Esther Short Park or to other City property attributed to the Exhibitor and assessed by the Festival or assessed by City Parks Staff shall be paid directly by the Exhibitor to the Festival. Failure to pay any such damages will result in legal action to obtain compensation for damages. Exhibitor shall maintain General Liability Insurance, and is responsible for insuring product, employees, agents, assigns, and subcontractors in the performance of the work hereunder, and must include "Bravo! Vancouver/Vancouver Wine & Jazz Festival" as **Additional Insured** on their liability policy. Any Exhibitor NOT holding valid liability insurance performs all work at their sole personal risk and assumes all such liability. The Exhibitor shall defend, save & hold harmless Bravo! Vancouver, the Festival, and the City of Vancouver, & their respective officers, agents, employees, staff, volunteers, sponsors and assigns from any claims, damages, losses, liability, or expenses (including all attorney fees) which may arise from the negligent performance, unintentional or intentional breach of this Agreement by the Exhibitor. The laws of the State of Washington shall govern the rights and liabilities of the parties. Any lawsuit must be brought in Clark County District or Superior Court in Vancouver, Washington, and the prevailing party shall be entitled to an award of reasonable attorney fees against the other party. The Festival may void this Agreement at any time for any reason. In consideration of the items contained herein, the parties sign:

\_\_\_\_\_  
Festival Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
Exhibitor

\_\_\_\_\_  
Date

**Apply online:**

[www.vancouverwinejazz.com](http://www.vancouverwinejazz.com)

click: Business Vendors

**OR Mail Application & Fee to:**

Exhibitor Manager

Vancouver Wine & Jazz Festival

PO Box 118

Vancouver, WA 98666-0118

- **Checks payable to:** Vancouver Wine & Jazz Festival
- **Online payments:** will include a processing fee
- **Questions?** Call us at: 360-906-0441
- **Email us at:** exhibitors@vancouverwinejazz.com

**FESTIVAL USE ONLY:**

2023 Accepted: Yes \_\_\_ No \_\_\_ Waitlist \_\_\_ Booth Space #: \_\_\_

Follow Up Materials Sent: \_\_\_\_\_