



April 9<sup>th</sup> and 10<sup>th</sup>  
Noon to 6pm



2011

# 2011 A Toast to Frederick Wine Festival VENDOR APPLICATION

## **DATES:**

April 9<sup>th</sup> and 10<sup>th</sup>, 2011

## **LOCATION:**

The E-ventplex Null building (Frederick Fair Grounds)

## **ABOUT THE EVENT:**

A Toast to Frederick Wine Festival is celebrating its 2<sup>nd</sup> year in 2011. The festival features wineries all from the Frederick Wine Trail, food vendors, craft vendors and entertainment.

## **SHOW HOURS:**

Saturday, 12:00 am - 6:00 pm

Sunday, 12:00 pm – 6:00 pm

— **Culinary Vendor - \$200 per event, 10' x 15' space** (We would like to encourage our Culinary Vendors to sell small plates of food for 4 to 7 dollars. The idea behind this is to let customers try many different tastes with our diverse selection of wines. Please provide a copy of your insurance certificate and health dept. certificate. Please name as additional insured: The Frederick Wine Trail, The Frederick Agricultural Society, Inc. and The Great Frederick Fair, Inc)

— **Artisan Vendor – Painting, Jewelry, Etc. - \$100 per event, 10' X 10' space**  
(Please provide a copy of your insurance certificate and photos of your crafts/art. Please name as additional insured The Frederick Wine Trail, The Frederick Agricultural Society, Inc. and The Great Frederick Fair, Inc)

There is no discount for purchase of multiple booths.



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### 2011 A Toast to Frederick Wine Festival

Name of Business \_\_\_\_\_

Name of Vendor \_\_\_\_\_

Address \_\_\_\_\_

Cell-Phone #: \_\_\_\_\_ Md. Sales Tax # \_\_\_\_\_

Business License No. \_\_\_\_\_ Email Address \_\_\_\_\_

Item(s) being sold: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### Is electricity needed?

YES \_\_\_\_\_ NO \_\_\_\_\_

Booth space rental: \$ \_\_\_\_\_

Additional footage: \_\_\_\_\_ ft. x \$10 = \$ \_\_\_\_\_

Electric (\$25) \$ \_\_\_\_\_

TOTAL DUE. .... \$ \_\_\_\_\_

Any modification of this agreement shall be null and void unless said modification is set forth in writing by the said parties. This agreement incorporates all agreements and understandings, either oral and or written, between the parties and has not excluded any term contemplated prior to the signatures of the parties. This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below.

Signature of Vendor \_\_\_\_\_ *In order to process this application, the agreement must be signed, dated and returned. Please initial all 12 vender agreements on page 3. Any applications received without the agreement signed will be considered void and will not be processed. No application is complete without payment. The Frederick Wine Trail reserves the right to refuse any applicant for any reason with or without cause.*

**Make check payable to:** Frederick Wine Trail.

**Return payment and form to:** Linganore Winzellars  
13601 Glissans Mill Rd  
Mount Airy, MD 21771  
ATT: Eric Aellen  
301 831-5889/office  
301 829-1970/fax

**FOR OFFICE USE ONLY** Date payment received \_\_\_\_\_

Amount Paid \$ \_\_\_\_\_ Electric \_\_\_\_\_

Agreement Signed: \_\_\_\_\_



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### 2011 A Toast to Frederick Wine Festival Vendor Agreement

The Vendor agrees to each and all clauses set forth in this agreement. Failure by the Vendor to abide by any clauses set forth in this agreement of the 2011 A Toast To Frederick Wine Festival, gives The Frederick Wine Trail (hereinafter known as the FWT) the right to (1) immediately terminate this agreement (2) require Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and (3) forfeit any and all fees paid to FWT for the right and privilege of participating as a Vendor of the 2011 A Toast to Frederick Wine Festival. No clauses of this agreement may be changed in any way or altered without the written, signed permission of the FWT.

\_\_\_\_\_ 1. FWT Agrees to provide each the Vendor of the 2011 A Toast to Frederick Wine Festival with a **10 x 10 space (Artisan Vendor) or a 10 x 15 space (Culinary Vendor)** at E-ventplex (The Great Frederick Fairgrounds, Building # 9). The Vendor must provide their own tables, chairs and extension cords (if electrical power is requested). In the event the Vendor fails to appear at the Festival and claim their reserved space by 10:00 AM, on Saturday April 9, 2011, the FWT reserves the right to assign, and or resell, such space to another prospective Vendor without further notice, nor refund, to the undersigned Vendor. If it appears, or it is necessary, for the undersigned Vendor to arrive later than the time noted above, it is the undersigned's responsibility to notify and make arrangements with Eric Aellen, telephone number 240-793-8059.

\_\_\_\_\_ 2. Vendor agrees to obey all rules and instructions as directed by the FWT Vendor Coordinators during the festival weekend; any failure to strictly adhere to such instructions may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to the FWT.

\_\_\_\_\_ 3. Vendor agrees and acknowledges that household pets, amplified sound, barbecue grills, within or around your designated booth space is strictly prohibited. Any violation herein shall be considered a material breach of this agreement by the Vendor and shall result in immediate termination of this agreement and forfeiture of any and all fees paid to the FWT.

\_\_\_\_\_ 4. Vendor agrees and acknowledges to abide by all directions by the FWT which seeks to protect the environment and infrastructure of the E-ventplex and the safety of Festival patrons. Vendor hereby acknowledges its liability, and agrees to compensate the FWT, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, objects to the environs and infrastructure of the grounds which causes the FWT to pay for the repair, replacement, or other remuneration to the FWT for such damage to the environs or infrastructure of the E-ventplex.

\_\_\_\_\_ 5. As a courtesy to other exhibitors and festival participants, any amplified sound and loud noise from your booth is prohibited.

\_\_\_\_\_ 6. Vendors shall not sublet their space to anyone.

\_\_\_\_\_ 7. Vendor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold the FWT or its representatives responsible for any type of permits other than for the festival itself.

\_\_\_\_\_ 8. You **MUST** obtain a Maryland Sales Tax number for the purpose of reporting sales tax collected to the State of Maryland. The sales tax number can be obtained on-line at [www.marylandtaxes.com](http://www.marylandtaxes.com) – there is no fee for this.

\_\_\_\_\_ 9. The FWT reserves the right to place Vendors in a booth location at the complete discretion of the FWT. The FWT shall have sole and complete authority to place the participant in any location on the festival grounds, irrespective of the participant's request.

\_\_\_\_\_ 10. Vendor upon vacating their booth space (s) will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate containers. Failure of the Vendors to clean their booth site may result in the future denial of Vendor participation.

\_\_\_\_\_ 11. Vendor participant certifies that it maintains adequate liability insurance to cover any and all occurrences which may result in the damage or injury to any person who may be a patron within the confines of the Vendor participant's booth space.

\_\_\_\_\_ 12. No tear down of vendor space during festival hours.