



A "WINE / BEER VENDOR" IS ANYONE WHO WILL BE GIVING SAMPLES OF ANY SORT TO BE CONSUMED OR IS SELLING WINE / BEER THAT WILL BE CONSUMED AT THE TIME OF PURCHASE OR TAKEN HOME FOR CONSUMPTION LATER.

Dear Wine / Beer Vendor,

The Spring-Ford Rotary is thrilled to announce the Inaugural **Wine, Beer, and Food Festival**, in support of the local charities of the Spring-Ford Rotary and Limerick Parks and Recreation. The event will be held on **Saturday, September 23, 2017** from noon to 5 p.m. in the Limerick Community Park, 180 Swamp Pike, Limerick, PA.

Planning has begun and with your input we hope to make it a great annual event. The festival will include local vineyard and brewery tastings, musical entertainment, crafts, and of course, delicious food. Every effort will be made to offer unique choices, without duplicate food and craft categories.

Please find the application form and WBF Festival map attached with available spaces listed. One car or one trailer will be allowed at each spot in the outer ring of vendors only. Please review and indicate your first, second, and third choices. They will be given out on a first-come, first-served basis when we receive your application and payment including proof of insurance, photo of a recent set-up, and signed "Hold Harmless" agreement. You will be responsible for bringing your own tables, chairs, and a 10X10 or 10X20 tent. Additional information is available at our website, WBFFestival.com.

If you are participating, we ask that you display event materials at your place of business or other shows you attend. We will provide posters and flyers. Businesses that have paid registration by May 1, 2017, will be included on our website. Ticket sales will be done through our website. Cross promotion of the event will be beneficial to all of us.

We appreciate your consideration and support of this new local endeavor. Unlike many other events and festivals in our area, all of the profit will be distributed throughout our local community. There is no one on the "payroll" of any local Rotary club. All of a Rotary Club's administrative costs are absorbed by its members. To learn more about Rotary International or how to become a Rotarian visit <https://www.rotary.org/en/about-rotary>. If you'd like to know more specifically about the Spring-Ford Rotary Club, visit <http://www.springfordrotary.org/>. Rotary's doors are always open to anyone who wants to learn more.

Thank you,

The Spring-Ford Rotary Club



Wine/Beer VENDOR APPLICATION: "X" Here if you plan on bringing a generator _____

\$ 75 Fee

Name of Business: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Website: _____

E-Mail (PLEASE write very clearly): _____

Name and Description of Wine / Beer to be presented:

1) _____

2) _____

3) _____

Space Requested: 1st _____, 2nd _____, 3rd _____ (Current map located on our website www.wbffestival.com)

PAYMENT INFORMATION:

Check Required – "WBF Festival" – C/O Phil White, 112 West Ridge Pike, Suite 121 Limerick, PA 19468

We must receive the following information before we can consider you for our event. Please "X" each box as you complete them:

- () Application
- () Payment
- () Photograph of your expected set-up
- () Signed Festival Indemnity and hold harmless agreement
- () Insurance - copy of a certificate of general liability insurance which covers the Event, and covers Vendor's off-site activities valid for the date of the event. This may be sent after the event approves you.

FESTIVAL INDEMNITY AND HOLD HARMLESS AGREEMENT

Spring-Ford Rotary Club is hosting an annual Festival, which will be held on September 23, 2017 ("Event"). At the Event, vendors can lease space and be responsible for serving wine or beer to guests within Pennsylvania Law.

_____ (name of vendor/organization), including its owners, employees, officers, representatives, independent contractors and/or subcontractors and agents (hereinafter "Vendor") hereby agrees as follows:

1. Vendor desires to lease space and serve wine and/or beer to guests at the Event.
2. Vendor shall submit an application to participate in the Event. All applications must be accompanied by a copy of a certificate of liquor liability insurance and general liability insurance which covers the Event, and covers Vendor's off-site activities valid for the date of the Event. The Vendor agrees to maintain in full force a policy of both comprehensive general liability insurance and liquor liability insurance applicable for this Event. The application and any enclosures shall be submitted to Spring-Ford Rotary Club, attention: Phil White, 112 West Ridge Pike, Suite 121, Limerick, PA 19468
3. Vendor Proof of Pennsylvania Liquor Control Board Permit/Licensing for Event. On or before, June 30, 2017, Vendor shall submit to Spring-Ford Rotary Club, attention Phil White, 112 West Ridge Pike, Suite 121, Limerick, PA 19468, proof of permit and/or license to participate, furnish, and sell alcohol from the Commonwealth of Pennsylvania Liquor Control Board under Pennsylvania Law at this Event. It is understood, and agreed, that Spring-Ford Rotary Club and Limerick Township will materially rely upon Vendor's representations as to said submission of permit/licensure for Event. Vendor must comply with Section 3 in order to Participate in the Event.
4. Spring-Ford Rotary will determine which applications are accepted at their sole discretion.
5. Spring-Ford Rotary's acceptance of Vendor's application binds Vendor to Payment. Full payment must be tendered with the application. If Vendor's application is not approved, payment will be voided and/or returned. Spots will be filled on a first-come, first-served basis. Vendors providing notice of cancellation to the Spring-Ford Rotary Club on or before 4:30 p.m. on April 30, 2017, will receive a full refund. Cancellations received after 4:30 p.m. on April 30, 2017 will not result in a refund.
6. Adverse weather and similar acts of God shall not be a basis for refund of fees paid. Vendor will retain sole responsibility for loss or damage of its own or rented property or property of its employees of whatever kind and nature, including but not limited to products including wine and beer, tools, equipment, forms, scaffolding, canvasses, tarpaulins, mixer, and temporary structures including contents.
7. Vendor agrees to use reasonable and prudent care and caution in all activities pertaining to, and during, Event. This includes, but is not limited to, using reasonable care and caution pertinent to guests and invitees at the Event; by way of example, not limited to, Vendor shall: keep walkways clean; will not stack boxes to an unstable height; will remedy spills and trip hazards created which would present a danger to guests, invitees, or participants. In the event that any person is injured or appears injured as a result of any incident or occurrence at the Event, Vendor will promptly notify Limerick Township Parks and Recreation Personnel on site and/or Limerick Police on site.
8. Spring-Ford Rotary may terminate this Agreement without refund, direct Vendor to immediately discontinue all activities related to the display, marketing, sale, or consumption of alcohol, ban Vendor from the Event, and have Vendor's property and materials removed at Vendor's expense, if Spring-Ford Rotary, at its sole discretion, determines that Vendor has failed to comply with rules and instructions pertaining to the Event, or that Vendor has or is about to engage in unlawful conduct, or conduct which reflects poorly upon Spring-Ford Rotary.
9. Indemnification and Hold Harmless.
 - (a) In exchange for the ability to render services at the Event, Vendor agrees to, and shall, indemnify, insure, defend, and hold Spring-Ford Rotary Club, and its officers, members, directors, board, and representatives, and Limerick Township, and its officers, members, directors, board, and representatives, harmless from and against any and all claims and any and all loss, cost, damage or expense relating to the possession, sale, service, control and transfer of liquor and all alcoholic beverages in, to and from the Event, including, without limitation, any such claims arising

from any act, omission or negligence of Vendor or Vendor’s contractors, licensees, agents, employees, volunteers or invitees, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person or Limerick Township or Spring-Ford Rotary Club occurring from and after the date of the Event, if such claim arises or accident, injury or damages occurs from the possession, sale, service, control, or transfer of liquor or other alcoholic beverages at, to and from the Event, whether such transfer was known, unknown, or otherwise occurring on Limerick Township property related to or arising from the possession, sale, service, control, or transfer of liquor or other alcoholic beverages at, to or from the Event. Vendor further agrees to indemnify and hold harmless Spring-Ford Rotary Club and Limerick Township from and against any and all claims and any and all loss, cost, injuries, damage, or expense relating to any and all property damage or acts of negligence caused by or attributed to Vendor or Vendor’s contractors, licensees, agents, employees, volunteers or invitees, jointly and/or severally. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities (including without limitation, legal fees, court costs and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the termination of this Agreement. It is understood that without this indemnification of Spring-Ford Rotary Club and Limerick Township by Vendor, Spring-Ford Rotary Club and Limerick Township would not permit the sale, service or furnishing of alcoholic beverages by Vendor in or on Township property or during the Event, and Vendor covenants that Vendor’s liability insurance referred to in this Agreement shall cover, indemnify and hold harmless Spring-Ford Rotary Club and Limerick Township from all such matters and items mentioned in this indemnity.

(b) Without limiting the generality of other provisions of this Agreement, for such period of time as Vendor or Vendor’s contractors, licensees, agents, employees, volunteers or invitees are present on Township property related to the Event, and as to the Event, Vendor agrees to maintain with a responsible and qualified insurance company: 1) a comprehensive general liability insurance policy with a minimum limit of one million dollars (\$1,000,000.00) for each occurrence of combined single limit bodily injury and property damage, and 2) an insurance policy/policies with a minimum limit of one million dollars (\$1,000,000.00) that shall cover “liquor law” liability, “Dram Shop Act”, or the broadest available so-called liquor law liability insurance (sometimes also known as “dram shop” insurance) coverage off-premises locations/services by Vendor. All policies shall insure Vendor, and Spring-Ford Rotary Club and Limerick Township (disclosed or undisclosed) and their respective officers, members, directors, board, and representatives, against any and all claims, demands or actions of negligence, including for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents/occurrences/incidents, and for damage to property, including, without limitation, any claims mentioned in above indemnity paragraph; so that at all times Spring-Ford Rotary Club and Limerick Township will be fully protected against any claims that may arise by reason of or in connection with the sale, transfer, possession, control and dispensing of liquor and/or alcoholic beverages in and from the Event and/or on Township property where such Event is held, and all other acts of negligence or property damage caused by or attributed to Vendor or Vendor’s contractors, licensees, agents, employees, volunteers or invitees. Prior to the commencement of the Event, a certificate of insurance shall be provided to Spring-Ford Rotary Club and the Township Manager showing current insurance in force; and all such policies shall not be cancelled or the coverage reduced prior to the date of the Event without prior written notice to Spring-Ford Rotary Club and the Township. Vendor shall add Limerick Township as a named insured on such policies.

Vendor expressly understands and agrees that any insurance protection required herein, or otherwise provided by Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Spring-Ford Rotary Club and Limerick Township herein provided. In event of any conflict between the language of the insurance policy(s) and the above recited indemnity agreement, the indemnity agreement shall govern.

10. Vendor will comply with the instructions, rules, and regulations provided by Spring-Ford Rotary Club and/or Limerick Township pertaining to Event. Failure to do so is grounds for immediately termination of participation, without refund.

_____ Initial here

FESTIVAL INDEMNITY AND HOLD HARMLESS AGREEMENT Page 3 of 3

11. Vendor is solely responsible for complying with all laws pertaining to the conduct of Vendor's business; including, but not limited to, Federal, State, and local tax laws, and state, county, and municipal laws, statutes, regulations, and ordinances pertaining to the marketing and sale of alcoholic beverages. Vendor, its contractors, licensees, agents, employees, volunteers or invitees covenant to:

- (a) Perform cash or credit sales of liquor and alcoholic beverages only to individuals over the legal drinking age, collected by the Vendor during the Event;
- (b) Check identification cards or confirm individuals are over the legal drinking age prior to the sale of alcohol;
- (c) refrain from serving alcohol to minors;
- (d) refrain from serving individuals who appear to be visibly intoxicated;
- (e) collect all remaining alcohol at the end of the Event.

This Agreement is to be governed by Pennsylvania Law, and any disputes arising out of or relating to this Agreement shall be litigated in the Court of Common Pleas of Montgomery, PA.

IN WITNESS WHEREOF, we have set our hand(s) and seal this _____ day of _____, 201_.

_____ (signature)

By and for _____ (Print Vendor Name)

Printed Name of Person Signing: _____

_____ (witness signature)

Print Witness Name: _____