



## **Wine Vendor Agreement**

The parties to this agreement are **Blue Ridge Mountains Wine & Jazz Festival** (hereafter “Host”) and \_\_\_\_\_ (hereafter “Vendor”).

Host is hosting an Event to occur at

### **White Path Creek Farms**

1211 Old Northcutt Road  
Ellijay, GA 30540

**Saturday September 7, 2024** from 11 AM., to 9 PM., each vendor has the right to license concessions to sell at the Event.

1. Vendor intends to sell wine and other such associated merchandise normally sold in their tasting rooms (corkscrews, t-shirts, souvenir glasses, etc.) at the Event, and
2. Vendor agrees to obtain any licenses and insurance in compliance with the State of Georgia to cater an event off-site of their establishment.
3. Now, therefore, the parties agree as follows:
4. Vendor shall not sell any goods or services other than those described herein at and during the Event without the Host’s written consent.
5. Vendor’s staff may announce the availability of the goods to be sold only while they are within the confines of the vendor’s location. The stage M/C will also be drawing attention to the various vendors throughout the day.
6. Vendor’s fee allows for two staff who shall be clothed and groomed in a clean, neat fashion and shall conduct themselves in an orderly fashion. Any additional guests will be required to purchase a ticket in advance or at the door and have armband showing entry.
7. No music, noise, or sound amplification devices shall be used by vendor’s staff at the location.
8. Vendor hereby agrees to indemnify and hold harmless the Host against any damages or claims that may arise in connection with Vendor’s presence at the Event and Vendor’s activities of any kind.

## VENDOR SPACE GUIDELINES

1. There is no guarantee of placement/location at the venue. Vendors will be directed to stage in an area designed by the Host
2. Vendor location will not be changed once assigned, unless deemed appropriate by event organizers
3. Vendors booth shall be no larger than **10 x 10** feet or taller than **10** feet; shall be clean and orderly; and shall comply with all applicable laws and regulations. Vendor may park one (1) vehicle near the back side of their booth for the purpose of unloading/loading (or as close to it as possible while not interfering with other vendors); however, wine vendor is expected to move said vehicle to the designated onsite vendor parking before the start of the event and wait until the end of the event to move vehicle back for loading/departure so as not to disturb the event.
4. The space will be available for set-up as early as **7:00 am** the day of the event and Vendor must be checked in and set up no later than **10:00 am**. In the event that the vendor fails to check in by **10:00 am**, the space allocated to him/her on opening day, may be used by the BRMW&J event organizers as they see fit, without any liability or compensation to the vendor whatsoever.
5. Vendor shall have access to the location for up to **1** hour after the Event's conclusion to dismantle and remove all things brought to the location by Vendor. Vendor shall leave the location clean of trash and substantially in the condition it was before Vendor occupied it.
6. Vendor space/set-up must look professional. Please bring/provide your own tent, table, table coverings and/or signage.
  1. Any signage should be typed/printed and not hand written
  2. All boxes and other containers used to transport product should be hidden from view
7. All operations related to the Vendor space **MUST** be contained within assigned area and cannot interfere with adjacent space.
8. All walking spaces around your assigned space **MUST** be kept clear and unobstructed at all times, excluding the move-in and move out period.
9. Vendor is certifying that s/he and/or staff will not engage in any activity that would obstruct aisles, pedestrian walkways and/or obstruct another vendor space, including showcasing of merchandise, demos, etc.
10. Vendor agrees to comply by Fire Safety and Fire Marshall Guidelines
11. BRMW&J is not responsible for theft, lost items or damages of any kind.
12. Vendors may bring and use a small generator, as there is **no** electricity available at the festival site. The sound **must** be minimal and not be disruptive of the musical performances.

## **FEES/PAYMENT**

1. Vendor will be based on the honor system. We will require 10% of net sales to cover all vendor fees. The fees must be paid within five (5) business days after the event. This agreement must be received no later than May 31<sup>st</sup>. Upon receipt of this agreement vendor will receive a confirmation email from BRMW&J, indicating their acceptance as well as other information. Vendor will not be confirmed until we receive this vendor form.
2. If wine vendor sells at least twenty-five (25) event tickets, there will be no vendor fee required. Wine vendor must turn in any unsold tickets and/or collected monies no later than May 31<sup>st</sup>. Wine vendor agrees to pay for any unsold tickets that are not accounted for when turning in unsold tickets/money.

## **MERCHANDISE SOLD**

1. BRMW&J does not guarantee vendor items will be sold or guarantee any amount of revenue that will be generated during the event.
2. Vendors are solely responsible for sales and marketing of their merchandise, however, announcements will be made throughout the event to direct guests to visit the vendor booths.
3. Wine vendors must provide cups (clear plastic tumblers are preferred) in which to pour their wine for their customers. While some event guests may have their own, vendors are expected to accommodate those customers who do not.
4. Wine may be poured by the taste but at a fee. No free tastings will be allowed to keep all wine vendors consistent however tasting prices will be set at vendors discretion.
5. BRMW&J will not refund vendor fees due to non-sales, or lack thereof of revenue generated by sales.

## **CANCELLATION**

1. Your participation in the BRMW&J event is not considered as confirmed until such time as an acknowledgement, in writing, is received from BRMW&J.
2. There will be **NO** refunds of payments for cancellations less than 14 days prior to event.

## RAFFLES ITEMS

As a vendor at the BRMW&J event, we encourage you to donate an item and/or service to the raffles that will take place during the event. We will use the announcement of the giveaway provided by you to highlight your business. This is encouraged; however, not mandatory.

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

**Vendor, Signature & Date**

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Email: \_\_\_\_\_

Phone \_\_\_\_\_

Preferred payment is Paypal however if Vendor does not have a Paypal account checks or credit cards may be made accepted, payable to:

**BRM Wine & Jazz, Inc.**

Mail checks to:

1300 Old Hwy 5 South

Ellijay, GA 30540

Credit card payments are subject to a 3% service fee.