

Good Beer Festival Vendor Agreement

The Vendor agrees to each and all clauses set forth in this agreement and identified in the Wicomico County application herein incorporated by reference. Failure by the Vendor to abide by any clauses set forth in this agreement of the 2019 Good Beer Festival, gives Wicomico County (hereinafter known as the County) and/or the authorized agents of the County, the right to

- (1) Immediately terminate this agreement
- (2) Require the 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 Wicomico County for the right and privilege of participating as a Vendor of the 2019 Good Beer Festival.

No clauses of this agreement may be changed in any way or altered without the written, signed permission of the County.

1. Wicomico County agrees to provide each Vendor of the 2019 Good Beer Festival with either a **15' x 20' space, 10' x 15' space, or 10' x 10' space** at Pemberton Historical Park. The Vendor must provide their own tent, tables, chairs and 100' extension cord (if electrical power is requested). In the event the Vendor fails to appear at the Festival and claim their reserved space by 4:00 pm, Eastern Time Zone, on Friday, October 11th, the County reserves the right to assign, and/or resell, such space to another prospective Vendor without further notice, nor refund, to the undersigned Vendor.
2. **Vendor agrees to obey all rules and instructions** as directed by the County's 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 forfeiture of any and all fees paid to the County.
3. **Vendor agrees and acknowledges that household pets, amplified sound, barbeque 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 County.
4. **Vendor agrees and acknowledges to abide by all directions by the County, which seeks to protect the environment and infrastructure of Pemberton Historical Park and the safety of Festival patrons.** Vendor hereby acknowledges its liability, and agrees to compensate the County, 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 Park which causes the County to pay for the repair, replacement, or other remuneration to the County for such damage to the environs or infrastructure of the park.
5. Out of fairness and consideration of all Festival participants, **Vendor acknowledges and agrees to only utilize such space contained within the confines of its booth**, and not to extend beyond 3 feet directly in front of its booth, for any sales, distribution, or other solicitation by the County participant. Vendor acknowledges and agrees that they are strictly prohibited from "canvassing" or otherwise roaming the Festival Grounds in any effort to promote its booth's purpose. The County will make every reasonable effort, as allowed by law, to prohibit any unauthorized "canvassing."
6. **As a courtesy to other exhibitors and festival participants, any amplified sound and loud noise from your booth is prohibited.** Additionally, the Vendor acknowledges and agrees that any material of an adult nature shall be displayed subject to the Federal, State, and Local rules, laws, and regulations regarding the display of such materials which may be considered obscene or objectionable for view by minors.

7. **The County reserves the right to prohibit, within any Vendor booth or on the festival grounds, the display, advertisement, or other promotion of any business, company, or organization which may be in conflict with a current County sponsor, event sponsor or preferred vendor.** Any questions concerning current sponsors or preferred vendors should be directed to the Good Beer Festival Committee Chairman Allen Swiger prior to the event.

8. **Vendor shall not display, offer for view or sell any illegal or contraband items.** The laws of the State of Maryland and local ordinances of the County are in effect. Vendor shall not display, offer for view or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items at any and all sites and operations.

9. Vendor shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned or marked in any manner with any and all the words "2019 Good Beer Festival." Even when printed with other words, Vendors shall not offer phrases, logos or artwork with any variations of these words.

10. **Vendors shall not sublet their space to anyone.**

11. Vendor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold the County or its representative responsible for any type of permits other than for the Festival itself. Vendor is responsible for the acts, and all costs associated with, any and all its employees and volunteers. No Vendor shall hold itself out as an Agent of the County.

- You **MUST** obtain a Maryland Sales Tax number for the purpose of reporting sales tax collected to the State of Maryland and you must obtain a Wicomico County Independent Business License from the Clerk of the Circuit Court for Wicomico County.
- The sales tax number can be obtained online at www.marylandtaxes.com – there is no fee for this. If you need a copy of a sales tax number that you currently have, a copy can be obtained by calling 410-974-5534.
- After you get the sales tax number, you **MUST** obtain your business license at least seven days prior to the Festival. You should contact Donna Short at the Clerk of the Circuit Court Office for Wicomico County. Her telephone number is 410-543-1427, ext.162.
- **Exception:** If you receive less than 10% of your annual gross income from your sales at this Festival AND you have not participated in more than three (3) events in the past year, you **DO NOT** have to obtain a Maryland Sales Tax Number. If this applies to you...please contact Allen Swiger at 410-548-4900 x 108 to receive the applicable form.

12. Cancellations / Refund Policy / No Shows: A 75% refund will be given with a written request received by September 14, 2019 if the space can be filled from an approved waiting list. No refunds will be given for any request received after September 30, 2019.

13. The County will provide limited overnight security at the festival site on Thursday, October 10th and Friday, October 11th; however, the County accepts no responsibility for items left overnight. **Vendors are solely responsible for the security of all items in their booth at all times.**

14. The County makes no representation or guarantees towards actual festival attendance.

15. Vendor understands that the County has no control over weather, acts of God, acts of terrorism, governmental intervention, or any other cause that may prevent and alter and or interrupt the festival weekend, and participants shall hold the County harmless for any losses that could arise because of such event.

16. **The County reserves the right to place Vendors in a booth location at the complete discretion of the County.** The County shall have sole and complete authority to place the participant in any location on the festival grounds, irrespective of the participant's request. The County makes no representation, nor does it guarantee any volume of "foot-traffic" of Festival Guests in any area of the grounds. The County cannot speculate, nor control, the popularity of one area of the Festival over the other.

17. 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.**

18. 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.

19. Please leave all pets at home.

20. Signs/Banners/Tents shall be made of a flame-retardant material and proof of such fire retardant rating shall be made available to the County Fire Marshal upon request. Failure to have such fire retardant rating information available could result in the immediate closure of the Vendor's operation until such information is satisfactorily provided. Any losses or damages by Vendor are hereby waived against the County, for failure to have such information readily available for inspection by the Fire Marshal.

21. Vendor agrees to indemnify and hold the County, including its officers, agents and employees, harmless from any and all liability arising out of the Vendor's participation in the Festival. This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Vendor's agents or employees.

22. Vendor Admission: Vendors will be issued one vendor parking passes for the Festival. **Tickets are to be picked up from the vendor coordinator before opening day if not received in the mail prior.**

23. Wicomico County reserves the right to limit the number of additional vendor daily tickets bought under the terms of the Agreement. Additional ticket costs to be determined by vendor coordinator.

24. Food booths are also required to display the following: 1) Health Certificate; 2) Fire Extinguisher.

25. Ice runners will be available throughout the Festival hours selling bags of ice to Vendors. Vendors can pay cash at the point of purchase or can create a tab that will be due by the end of the Festival. All applicable ice fees shall be paid in full before the close of the Festival. In the event that fees are not satisfied, the Vendor will be invoiced and be subject to late fees in addition to possible exclusion from future Festival(s) sponsored by the County.