



LoCo Wine Festival VENDOR AGREEMENT

This VENDOR AGREEMENT (“Agreement”) is entered into between The Old Farm Winery At Hartland, LLC (hereinafter "OFWAH"), located at 23582 Fleetwood Rd, Aldie, VA 20105, or its assigns and _____ (hereinafter called "Vendor"), on the last date that this Contract is signed. OFWAH and Vendor (individually “Party,” collectively “Parties”) agree to the terms and conditions set forth below in connection with a wine tasting event (“the Event”).

The Event will occur on Saturday, September 14th, and Sunday, September 15th, 2024, between 12:00 PM (noon) and 5:00 PM each day. The Event will be located at Old Farm Winery at Hartland, 23582 Fleetwood Rd, Aldie, VA 20105 (“Event Location”).

1. OFWAH’s Responsibilities:

OFWAH agrees to provide a 10x10 indoor space for use as a vendor booth within a secure indoor space appropriate for the Event. OFWAH agrees to make this space available for set-up starting at 9:00 AM on each day of the Event.

OFWAH agrees to provide wine glasses for attendees’ use during the Event.

OFWAH agrees to sell tickets to the public for the Event, handle check ins and check all IDs.

OFWAH agrees obtain a Virginia ABC Banquet Tasting license for the Event.

OFWAH agrees to provide free wi-fi service for Vendor’s reasonable use.

OFWAH agrees to provide 2 free 16lb bags of ice per day to each Winery Vendor.

In return for the satisfactory delivery of goods and services by the Vendor in accordance with this Agreement, OFWAH agrees to pay a \$150.00 tasting fee to Vendor within thirty (30) days after the Event.

2. Vendor’s Responsibilities:

Vendor agrees to pay a \$350.00 vendor booth fee to OFWAH, due immediately upon Vendor’s execution of this Agreement.

Vendor agrees to obtain a remote ABC license to sell all wines by the glass, bottle, case or any amount at and during the Event.

Vendor agrees to provide a Certificate of Insurance naming OFWAH as an additional insured prior to the Event.

Vendor agrees to set up, maintain, and staff a vendor booth at the Event Location. Vendor agrees its booth will be set up and ready to serve no later than 11:45 AM on each day of the Event.

Vendor agrees to provide all chairs, tables, linens, coolers, bins, or other appurtenant supplies as needed for the safe service and enjoyment of Vendor's wine or wine-related products. Vendor agrees that Vendor's staff will conduct tastings of wine or wine-related products during the Event. Vendor will comply with all federal, state, and local laws.

Vendor agrees to offer at least one (1) and no more than five (5) different wines or wine-related products for tastings at Vendor's booth. Vendor agrees to source or stock sufficient wine or wine-related products to continue providing tastings for the duration of the Event.

Vendor agrees that OFWAH may terminate this Agreement with or without cause with seven (7) days' notice prior to the starting date and time of the Event.

3. Media Participation

Vendor agrees to create and publish at least two (1) social media or digital media features per calendar month from the last date that this Agreement is signed through September 13th, 2024. A social media or digital media feature may be a curated story, a feed post, a newsletter feature, or other similar digital media sources.

Vendor agrees to reshare or republish social media or digital media content published by OFWAH that tags or features Vendor. The act of resharing or republishing may be satisfied using social media stories, a digital feed post, an email blast, or other similar digital media source.

Vendor agrees to notify its digital audience on the days of the Event (September 14th, 2024, and September 15th, 2024) that it is a featured winery (or vendor, if a Non-Winery Vendor) at the Event. This provision may be satisfied using social media stories, a digital feed post, an email blast, or other similar digital media source.

Vendor will be provided a special discount code to share with its audience which can be redeemed TOCK for a specific discount. Vendor is authorized to share the special discount code in any communication related to the Event conveyed to their digital audience or in-person winery guests.

4. Non-Winery Vendor Responsibilities and Exceptions:

If Vendor is a Non-Winery Vendor, Vendor agrees instead to pay a \$150.00 (non-refundable) vendor booth fee to OFWAH.

A Non-Winery Vendor agrees not to display, market, sell, or offer tastings of any alcohol, bottled or otherwise. A Non-Winery Vendor is **not** obligated to obtain an ABC remote license.

OFWAH will not pay the \$150.00 tasting fee to a Non-Winery Vendor.

OFWAH will make available for the Non-Winery Vendor's use a 12-feet by 12-feet outdoor space in the yard between the manor house and the pavilion at the Event Location. The Non-Winery Vendor is responsible for supplying its own tent, chairs, table, linens, and display materials.

A Non-Winery Vendor agrees to all other non-alcohol-related provisions under the Vendor Responsibilities section and the Media Participation section of this Agreement, including to provide a Certificate of Insurance naming OFWAH as an additional insured prior to the Event, to set up Non-Winery Vendor's assigned booth space prior to 11:45 AM each day of the Event, to provide all chairs, tables, linens, display materials, or other appurtenant supplies as needed for its non-winery products.

5. Confidentiality:

The parties shall keep strictly confidential the terms of this Agreement and neither party will make any public disclosure, without the consent of the other party.

6. Miscellaneous:

This Agreement shall be governed by the laws of the Commonwealth of Virginia and shall be deemed executed and performed in the Commonwealth of Virginia. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. This Agreement represents the entire understanding of the parties as to those matters contained herein, and the Agreement supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated document. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the last date written below:

The Old Farm Winery At Hartland, LLC:

Signature: _____

Name and Title: Dean M. Gruenburg G.M.

Date: _____

_____, Vendor:

Signature: _____

Name and Title: _____

Date: _____