2016 Indianapolis Wine Festival

Festival Exhibitor Agreement

This **Festival Exhibitor Agreement** ("Agreement") is made this ___ day of _____, 2016, (the "Effective Date") between KemperSports Marketing, Inc., with offices at 10 S. Riverside Plaza, Suite 1844, Chicago, Illinois 60606 ("KSM"), and

Vendor Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Email Address: _____

Contact Phone: _____

Fax Number: _____

Mobile Phone: _____

(hereinafter "Vendor")

WHEREAS, the Indianapolis Wine Festival is a public event organized and coordinated by KSM;

WHEREAS, KSM and the Vendor wish to promote products and/or services to attendees at the Indianapolis Wine Festival, and agree that the products and/or services to be offered to the public at the Indianapolis Wine Festival should be of the highest quality possible;

NOW, THEREFORE, in consideration of the mutual promises contained herein, sufficiency of which is acknowledged, the parties agree as follows:

1. Vendor Location: The Indianapolis Wine Festival takes place at American Legion Mall, 700 N. Pennsylvania St. Indianapolis, Indiana on August 26-27, 2016. KSM agrees to provide Vendor with space at the Indianapolis Wine Festival at which Vendor will display or sell products and/or services as listed in Section 6 below. Vendor agrees that KSM shall have sole authority and discretion in the assignment of the spaces at the Indianapolis Wine Festival. Vendor agrees to the fees, payment schedule, hours of operation and all additional requirements as set out in the following Sections.
2. Term. The term of this Agreement shall commence on the Effective Date and shall expire on August 29, 2016 (the "Term").
3. Amenities: KSM agrees to provide Vendor with the following amenities at Vendor's space location:

   (a) One (1) 10'x10' covered display space
   (b) One (1) 8' covered table
   (c) Two (2) chairs
   (d) Four (4) staff badges for Vendor booth
   (e) Ten (10) entry passes to the Festival
   (f) One (1) booth sign with Vendor name

(g) One (1) 20-amp, 110 volt circuit, **if needed.** *Please indicate exact power needs on Exhibit A. Additional available for fee (see Section 7)*

Note: Electrical power is provided during hours of operation only. **Power is not available during overnight hours.**

4. Payment: The Vendor agrees to pay KSM a fee of **$850.00** for the vendor space and amenities listed above. The Vendor agrees to pay 100% of this fee upon execution of this Agreement. **The signed Agreement and payment are due to KSM no later than August 1, 2016.** The Vendor's payment which accompanies this Agreement shall be refunded in full if this offer is not accepted by KSM.

5. Hours of Operation: The Vendor agrees to continuously operate its booth during the official operating hours of the Event, which are as follows:

Friday, August 26, 2016	5:00PM to 10:30PM
Saturday, August 27, 2016	3:30PM to 9:00PM

The Vendor shall be permitted to set-up its booth between 8:00AM and 3:00PM on Friday, August 26, 2016. No motor vehicle access will be permitted within the festival grounds.

The Vendor shall not be permitted to strike Vendor's area until 9:00PM on Saturday, August 27, 2016 and shall have all its property removed from the Indianapolis Wine Festival site by 11:45PM on Saturday, August 27, 2016. Failure to have all property removed may result in KSM removing the property at the Vendor's sole expense.

6. Vendor Obligation: The Vendor also agrees:

(a) To clean and secure the Vendor's space at night;
(b) To comply with arrangements made by KSM for removal of waste and recycling from site;
(c) To comply with any other rules or regulations established by KSM for Vendors and the Indianapolis Wine Festival;
(d) To provide a list of products/services to be displayed/sold:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

7. Electricity: KSM will supply electrical service for one 20-amp, 110 volt circuit to the space provided to the Vendor.

Vendor shall list all of its electrical requirements in Exhibit A, attached hereto, and submit to KSM no later than two (2) weeks prior to Event date.

Should the Vendor request additional power after this deadline, the Vendor agrees to pay a fee for such power, if available, the amount for which will be determined based on the cost of materials and services provided by the electrician hired by KSM but will be no less than Two Hundred Fifty dollars ($250.00). This amount shall be paid by cash or credit card **PRIOR** to the opening of the Event.

KSM cannot guarantee that electrical requirements not listed in Exhibit A will be available at the Event.

Electrical power is provided during hours of operation only. **Power is not provided during overnight hours.**

8. Insurance: During the Term, Vendor will obtain and maintain, at its own expense, at a minimum, the following insurance coverage effective for the Event:

   Insurance: Commercial General Liability

   The limits of liability shall not be less than:

Each Occurrence Limit	$1,000,000
General Aggregate Limit	$2,000,000

   The policy form shall be an "occurrence" form.

   Additional Insureds. KSM, its shareholders, officers, directors, employees, agents and representatives, as well as the City of Indianapolis, Indiana War Memorial Commission, City Securities Corp., Faegre Baker Daniels and Riley Children's Foundation shall be added as an additional insured under the Vendor's Commercial General Liability insurance.

   Certificate of Insurance: Vendor shall provide KSM with a certificate of insurance with the above coverage and endorsements by no later than August 1, 2016.

9. Property Damage: The Vendor agrees to pay for any damage done by it, its agents or employees to any personal or real property (e.g. tents, tables, structures, etc.) provided by or through KSM to the Vendor at the Indianapolis Wine Festival.

10. Breach: The Vendor agrees that all fees paid KSM are non-refundable, and that any failure on the Vendor's part to comply with this agreement shall be a breach of this Agreement. In the event of breach by the Vendor, KSM shall be entitled to terminate this Agreement and retain all fees paid by Vendor as liquidated damages for the Vendor's failure to comply with this Agreement. KSM may also demand Vendor immediately remove its property and vacate the space in which case the Vendor agrees to forfeit all payments to KSM as liquidated damages.

11. Indemnification: The Vendor agrees to indemnify KSM, any officer, employee of KSM, the City of Indianapolis, Indiana War Memorial Commission, City Securities Corp., Faegre Baker Daniels and Riley Children's Foundation from any and all fees, costs and expenses incurred by them in connection with any claim, lawsuit, or proceeding arising out of or in connection with any act or omission of the Vendor or its agents in connection with the Vendor's involvement with the Indianapolis Wine Festival.

12. Limitation of Liability. IN NO EVENT SHALL KSM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OR NON-PERFORMANCE HEREUNDER (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS AND LOSS OF GOODWILL) EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

13. Entire Agreement; Counterparts. This Agreement and the Exhibits hereto embody the entire agreement and understanding of the parties relating to the subject matter hereof and supersede all prior representations, agreements, and understandings, oral or written, relating to such subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same Agreement. Facsimile signature or scanned and e-mailed signature shall be as effective as an original signature.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year above written.

VENDOR	KEMPERSPORTS MARKETING, INC,
By: _____ Its authorized representative	By: _____
	Title: _____
Date: _____	Date: _____

This Agreement is not effective unless and until it is signed by an authorized representative of KemperSports Marketing, Inc.

Contact Information:

10 S. Riverside Plaza, Suite 1844
Chicago, IL 60606
847-309-1261 Phone
312-755-3597 Fax
Attention: Sherrie Dubinski

Exhibit A

Is power needed at your booth (circle one): YES NO

Vendor Power Requirements

If Vendor requires electrical power for its vendor space during the Event, this Exhibit A must be returned no later than August 1, 2016. Failure to provide electrical requirements by this date may result in an additional **minimum** charge of two hundred fifty dollars ($250.00) to Vendor. KSM cannot guarantee that such electrical service can be provided for late submissions. Electrical power is provided during hours of operation only. **Power is not available during overnight hours.**

Power	Quantity	Purpose (provide equipment type, use, etc.)
120 volt – 20 amp circuit	_____	_____
220/240 volt – 20 amp circuit	_____	_____
220/240 volt – 30 amp circuit	_____	_____
220/240 volt – 50 amp circuit	_____	_____
120/208 volt – 20 amp circuit	_____	_____
120/208 volt – 30 amp circuit	_____	_____
120/208 volt – 50 amp circuit	_____	_____

NOTE:

220/240 volt circuits require equipment ground only – 3 wire system.

120/208 volt circuits require neutral and equipment ground – 4 wire system.

To Be Completed by KemperSports Marketing, Inc.

Event Name: _____

Event Dates: _____

Vendor Name: _____

Vendor Space Location (Tent#): _____