



Socially Distanced Sip & Shop 2020

Commercial Vendor Application

Due to COVID and an extreme concern for the safety of our vendors and our guests, we are making some changes to our Annual Sip & Shop this year. We are holding the event entirely outdoors over several weekend dates so that more vendors can participate in a safe, socially-distanced manner.

The available dates this year are:

- Sunday, November 29th
- Sunday, December 6th
- Saturday, December 12th
- Sunday, December 13th
- Saturday, December 19th
- Sunday, December 20th

Spaces are EXTREMELY limited. Each date, we will only be able to accommodate 36 vendors: 16 vendors in one of our tents and 20 vendors who bring their own tents.

When completing an application, please be sure to select each date on which you would like to participate, and send a separate application fee check for each date. Each check must list the corresponding event date in the memo line.

Payment must be in the form of check, not cash, in order to properly track accepted applicants as well as properly cancel payment from applicants who are not accepted.

In order for us to plan efficiently, we must receive your check (made payable to Willow Creek Winery) and your completed application by November 20, 2020. Upon approval of this application and acceptance of the contract, you will receive confirmation, your accepted contract and further instruction. No applications will be accepted after November 20, 2020.

Mail check(s) and completed paperwork to:

ATTN: Special Events Department
Willow Creek Farm & Winery
168 Stevens Street
West Cape May, NJ 08204

When submitting your application, please be sure to include:

- **The completed application page**
- **A separate check for each date**
- **The signed contract**

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Commercial Vendor Application

Name of Business _____

Contact Person _____

Address _____

Email Address _____

Telephone Number _____

Description of product to be sold, type of equipment used (i.e. trailer, tables, canopy, etc.).
Please include a photo of your concession if available.

Note: due to COVID spacing is limited. Applications are vetted on a first come first served basis within your category. Applications will not be accepted after November 20, 2020.

Please mark each date for which you are applying:

- Sunday, November 29, 2020 _____ Initial
- Sunday, December 6, 2020 _____ Initial
- Saturday, December 12, 2020 _____ Initial
- Sunday, December 13, 2020 _____ Initial
- Saturday, December 19, 2020 _____ Initial
- Sunday, December 20, 2020 _____ Initial

Please mark the type of vendor space for which you are applying:

- 8 ft of Frontage in Heated Tent – \$125 per day _____ Initial
- 10’ x 10’ Bring-Your-Own-Tent Space – \$75 per day _____ Initial

I have read all of the information in this application and agree to abide by its terms. I understand that any violation of an approved contract may result in expulsion from Sip & Shop with no refund.

Vendor Signature _____ Date _____

Reviewed and Approved _____ Date _____

Sip & Shop Manager

_____ Initial



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Commercial Vendor Contract

- 1 **Event.** Willow Creek Winery's 2020 Socially Distanced Sip & Shop (the "Event").
- 2 **Event Location.** Willow Creek Winery, Inc., 160-168 Stevens Street, West Cape May, NJ 08204 (the "Winery").
- 3 **Event Timing.** Event hours are 12:00 p.m. - 9:00 p.m. on Saturdays and 12:00 p.m. - 8:00 p.m. on Sundays. The Vendor must be open for the duration of the Event on each day that the Vendor is participating.
- 4 **Fee Agreement.** In consideration for the opportunity to participate in the Event, the Vendor shall pay to the Winery the amount listed in the Commercial Vendor Application for the type of vendor space for which the Vendor is applying. Payment must be in the form of check and is due at the time of submission of the Vendor's application. A separate check must be issued for each date for which the Vendor is applying. Each check must list the corresponding event date in the memo line.
- 5 **Approval Process.**
 - 5.1 **Payment of Fee.** Commercial space is not reserved for the Vendor until the Winery receives payment in full. Payment must be enclosed with the application and signed contract. No contracts will be accepted after November 20, 2020. Completion of an application and submission of payment does not guarantee approval of application and acceptance of the Vendor's offer to contract.
 - 5.2 **Application.** The Vendor must submit an application no later than November 20, 2020. The Vendor's application must be approved by the "Sip & Shop Manager" for the Vendor to participate in the Event. The Sip & Shop Manager may reject an incomplete application. Approval may be withheld for any reason or no reason at all.
 - 5.3 **Acceptance.** Once the Sip & Shop Manager approves the Vendor's application, the Winery shall accept the Vendor's offer to contract and allow the Vendor to participate in the Event. Contracts are accepted for the duration of the Event.
 - 5.4 **Unapproved Applications.** If the Vendor's application is not approved, the Vendor's payment will be cancelled within seven (7) days of the decision.
- 6 **Cancellations and Refunds.** The Vendor understands that upon entering into this Contract, the Winery is committing time and resources to this Event and thus cancellation would result in lost income and lost business opportunities in an amount hard to precisely calculate. Therefore, if the Vendor requests cancellation of this Contract within fourteen calendar days of the Event, the Vendor's fee is forfeit and non-refundable.

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7 Event Protocol.

- 7.1 **Arrival.** The Vendor shall arrive on the Event date no earlier than 10:00 a.m. and no later than 10:30 a.m.
- 7.2 **Parking.** Parking must occur in designated areas only. The Vendor shall park as directed by the Winery's parking attendants. The Vendor shall not park in the main parking lot. No overnight parking is allowed on the premises.
- 7.3 **Space Assignment.** The Vendor shall check in with the Sip & Shop Manager upon arrival to receive a space assignment. The Vendor shall only set up in the assigned space.
- 7.4 **Vendor Setup.** After receiving a space assignment, the Vendor must unload the vehicle completely in no longer than five minutes and then move the vehicle to the designated vendor parking area. After parking, the Vendor may return and continue setting up. Setup must be completed no later than 11:30 a.m.
- 7.5 **Vendor Materials.** The Winery does not provide tables, chairs, trash receptacles, canopies, umbrellas or any materials other than space. Tables or other vending materials are the sole responsibility of the Vendor.
- 7.6 **Impermissible Items.** Items not permitted include but are not limited to alcohol, nude or semi-nude posters and products, drug paraphernalia, obscene items, fireworks, noise makers, balloons, cap guns or any items that endanger the public or the premises. Sale of non-approved items may result in immediate expulsion with no refund of fee.
- 7.7 **Trash.** The Vendor shall supply its own trash receptacle and shall not use the Winery's trash cans or dumpster.
- 7.8 **Vendor Breakdown.** The Vendor shall not breakdown until 9:00 p.m. on Saturdays and 8:00 p.m. on Sundays. The Vendor shall remove all items that the Vendor brings to the premises, including trash.
- 7.9 **Vendor Departure.** The Vendor must vacate the premises as soon as possible following the close of the Event.

8 **Damage Waiver.** The Vendor shall pay for all incidentals, damage, or theft caused by the Vendor.

9 **Fire Hazards.** Fireworks, lanterns, open flames, and incendiary devices of any kind are prohibited on the premises, whether inside or outside. Smoking inside also is prohibited.

10 **COVID-19 Waiver of Liability.** The Vendor agrees that the Vendor is personally responsible for the Vendor's safety and actions while at the Winery. Because the Winery is open to the public, the Vendor recognizes that the Vendor is at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, the Vendor, for itself and on behalf of its family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive,

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discharge, and covenant not to sue the Winery, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Vendor related to COVID-19 whether caused by the negligence of the Released Parties, any third-party while at the Winery, or otherwise, while participating in any activity while in, on, or around the Winery and/or while using any Winery facilities, equipment, or materials.

- 11 **Compliance with Applicable Laws and Regulations.** The Vendor shall adhere to all applicable laws and regulations. Individuals whose conduct is unbecoming or violates applicable local, state, or federal laws must be escorted from the premises by the appropriate civil authorities.
- 12 **Notice.** The parties must send all notices in writing and give all consents in writing. A notice or consent is effective when the intended recipient receives it, even if the recipient does not read it. All notices to the Winery must be directed as follows:

ATTN: Special Events Department
Willow Creek Winery
168 Stevens Street
West Cape May, NJ 08204
events@willowcreekwinerycapemay.com
- 13 **Entire Agreement.** This Contract is the final, complete, and exclusive statement of the parties' agreement. It supersedes all previous negotiations and agreements.
- 14 **Headings.** The headings, captions, numbering system, etc. are inserted only as a matter of convenience and must not be considered in interpreting the provisions of this Contract.
- 15 **Binding Effect.** All of the provisions of this Contract are hereby made binding upon the successors and assigns of the parties. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa.
- 16 **Unenforceable or Inapplicable Provisions.** If any provision of this Contract is unenforceable or inapplicable, the other provisions remain in full force and effect in the same manner as if the unenforceable or inapplicable provision had never existed, unless the unenforceable provision materially affects any material covenants of the Contract or the material economic benefits intended to be realized by a party from this Contract.
- 17 **Counterparts.** This Contract may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical. Faxed or electronic signatures are accepted as original signatures for all purposes.

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- 18 **Governing Law.** This Contract is governed by the internal laws of the State of New Jersey without giving effect to principles of conflicts of laws.
- 19 **Venue.** All claims of any kind, including but not limited to claims for personal injuries, may only be brought in the Courts of Cape May County, New Jersey.
- 20 **Authority.** Each person executing this Contract represents and warrants that he or she is fully authorized to do so, however, the parties will cooperate in providing appropriate proof to the other party of the authority of the signing person to bind the party.
- 21 **Interpretation.** The parties acknowledge that each party and its counsel have participated in the drafting of this Contract and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or in any amendments or exhibits thereto.
- 22 **Vendor's Understanding.** The Vendor represents and warrants that the Vendor has reviewed and understands all requirements and terms of this Contract including but not limited to fees, Winery policies, and applicable state laws.
- 23 **Indemnification.** The Vendor shall indemnify the Winery against all losses and expenses arising out of any proceeding brought by either a third party or the Winery, and either arising out of the Vendor's breach of its obligations, representations, warranties, or covenants under this Contract.

Signatures

Vendor Signature _____ Date _____

Vendor Name (Printed) _____

Willow Creek Winery, Inc.

Accepted By _____ Date _____
Sip & Shop Manager

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