MONROE'S VINO, VINTAGE & VICTORY FESTIVAL

2019 Winery/Brewery Information Letter, Application & Liability Release Forms

You are cordially invited to participate in the inaugural *Vino, Vintage & Victory! Festival* in Monroe, Oregon! Please read this winery/brewery information letter before completing and mailing your application, waiver of liability form, and copy of certificate of insurance to us. Our goal is to select an array of wineries and breweries that celebrate Monroe's heritage, environment, and culture.

Wineries and breweries will be notified of acceptance on a rolling basis. If your application is accepted, we will email you then deposit your check. Additional information will be emailed to you upon acceptance. If your application is denied, we will email you and your check will be returned promptly.

The deadline for completed applications to be postmarked is **FRIDAY, MARCH 1**st **2019**

TABLE REQUIREMENTS

The community of wineries and breweries at Monroe's Vino, Vintage & Victory! Festival contributes to the overall atmosphere of the festival therefore we will determine selection of wineries and breweries in a manner conducive to attendee's experience. When planning, please consider the following:

- You may arrive to set up your table on Saturday, April 27th 2019 between 9 a.m. and 12 Noon. Tables must be completely set up by 12 Noon Saturday, April 27th 2019.
- You are responsible for supervising your table during ALL festival hours.
- Wineries and breweries are accountable for setting up, maintaining, and breaking down their respective tables. All food, merchandise, trash, recyclables, and all other equipment must be removed from the festival area by 9:00 p.m., Saturday, April 27th 2019.
- Table locations should be cleaner than when you arrived including removal of all trash.

CHECKLIST: Applications will not be considered unless **ALL** items are included.

Fill out and sign attached Winery/Brewery Application, Rules & Agreement Form (pages 2-5
Sign the attached Waiver of Liability and Hold Harmless Agreement (page 6)
Copy of Certificate of Insurance or ACORD Form (Coverage of at least \$300,000)
Make your check payable to "City of Monroe"
Submit two images and/or a website address to view products to be sampled and sold in the
big event tent at the festival

Mail your completed information (listed above) to the address below:

Festival Winery/Brewery Applications
City of Monroe
P.O. Box 486
Monroe, OR 97456

Thank you for your interest in the festival! We appreciate your energy and creativity as a vendor! Questions? Please contact Monroe Festivals & Events at festivalsandevents@ci.monroe.or.us



WINERY/BREWERY APPLICATION, RULES & AGREEMENT

Monroe's Vino, Vintage, Victory! Festival Saturday, April 27th 2019

DEADLINE FOR APPLICATIONS: FRIDAY, MARCH 1st 2019

The City of Monroe and Monroe's Vision & Revitalization Committee (MVRC) invite you to have a table at the inaugural *Vino, Vintage & Victory! Festival* on Saturday, April 27th 2019 in beautiful Monroe, Oregon.

Monroe's *Vino, Vintage & Victory! Festival* is the premier event for visitors seeking to see, taste, and experience the bounty of the Southern Willamette Valley. Visitors from Eugene, Springfield, Corvallis, Junction City and all surrounding areas come together for a day of sipping wines and brews, perusing unique and vintage goods, as well as competing in our wine-themed race – celebrating Monroe's heritage, environment, and culture. The 2019 *Vino, Vintage & Victory! Festival* will be the first iteration of what will become an annual event in Monroe.

FESTIVAL DETAILS

• Name: Monroe's Vino, Vintage, Victory! Festival

Date: Saturday, April 27th 2019

• **Time:** 1:00 p.m. to 7:00 p.m.

• Location: 6th Street (Between Kelly Street and Commercial Street) in Monroe, OR 97456

What to Bring: Your love of local wines, brews, food, fun, and live music!

FEES

A flat fee of \$25 per table will be charged to all wineries/breweries. This contribution will support the annual *Vino, Vintage & Victory! Festival* as well as other projects focused on revitalizing Monroe. In the event of inclement weather and festival cancellation a full refund will be provided to all vendors.

TABLES

Table size is 6 feet (L) x 30 inches (W) x 29.25 inches (H).

TABLE REQUIREMENTS

This festival is an outdoor festival. For wineries and breweries a wine and beer garden will be available for tables to be setup. The wine and beer garden will be located on 6th Street between Kelly and Commercial Streets in Downtown Monroe. You will need to bring your table, chairs, etc. needed for your table presentation and wine/beer tasting. Festival attendees must be 21 years of age or older with a wristband to be served alcohol in the wine and beer garden.

SET UP & TAKE DOWN

Set up will take place on Saturday, April 27th 2019 between 9:00 a.m. and 12 Noon.

The *Vino, Vintage & Victory! Festival* closes at 7:00 p.m. and there will be no dismantling of any tables before 7:00 p.m. on Saturday, April 27th 2019.

You and your team will be responsible for setting up and taking down your table. Your table must be staffed at all times during the festival. Wineries and breweries are responsible for securing your own table and product. There is no available locked storage for products and no room will be available in the Legion Hall to store merchandise overnight.

ALCOHOL POLICY

Alcohol is strictly prohibited except in the designated wine and beer garden area.

PARKING

- The gravel lot across from Monroe Fire Department (668 Commercial Street)
- The gravel lot across from Monroe City Hall (680 Commercial Street)
- On street parking between Highway 99W and N. 5th Street on Kelly and Main Streets
- On street parking between Highway 99W and S. 5th Street on Commercial Street
- On street parking on Highway 99W between Kelly and Orchard Streets.

MINIMUM BUSINESS HOURS

Wineries and breweries must **remain open** throughout the <u>entire</u> festival. Businesses are required to be open for business from Saturday, April 27th 2019 between 1:00 p.m. and 7:00 p.m.

CANCELLATION

If you find you will be cancelling your table space, please grant us the courtesy of at least 10 days' notice so we have time to replace your space. Your table fee is nonrefundable.

CONCESSIONAIRE RULES FOR MONROE'S 2019 FESTIVAL

- All applications must be approved and accepted by Monroe's Vision & Revitalization Committee (MVRC). All decisions of the MVRC will be final. Applications not accepted will receive a full refund. Only items included in your application will be allowed. Substitutions or additions must be cleared through the MVRC.
- We accept unique and vintage wineries and breweries. All decisions will be made by the MVRC. If you have any questions, please call or email for clarification.
- Table setup can be begin on Saturday, April 27th 2019 at 9:00 a.m. and must be completed by 12 Noon. Table space will be 6' X 30" in size.
- During festival business hours, all tables shall be operational and no vehicles will be allowed access to the wine and beer garden area. If minimum hours are not followed, your table may not be allowed back to the festival the following year.
- Festival Set up and Check-in Hours:
 - o Saturday, April 27th 2019 between 9:00 a.m. and 12 Noon.
- Minimum Business Hours:
 - o Saturday, April 27th 2019 between 1:00 p.m. and 7:00 p.m.
- Pets must be properly leashed at all times.
- Security is provided for wineries and breweries only. The venue has Public Access, so you are responsible for all your own possessions. We are not responsible for loss or theft.

CONCESSIONAIRE AGREEMENT FOR MONROE'S 2019 FESTIVAL

The undersigned parties, the table operator, hereinafter called the "Concessionaire" and the City of Monroe hereinafter called the "City", do agree as follows:

- That the City is in charge of the celebration within the City of Monroe, known as the Vino, Vintage & Victory! Festival and as the such celebration shall began at 1:00 p.m. and run through 7:00 p.m. on April 27th 2019, inclusive under the auspices of the City.
- 2. That the Concessionaire shall set up a structure hereinafter called the "table" and be operational and ready for business by 12 Noon on Saturday April 27th 2019 and furthermore said table shall stay in business and operational until 7:00 p.m. on Saturday, April 27th 2019. The table must be removed by 10:00 p.m. on April 27th 2019.
- 3. That the Concessionaire covenants and agrees to and with the City that intoxicating beverages will be served in the wine and beer garden. No drugs or drug related items of any kind or description shall be sold or given away at said winery and brewery tables. Absolutely no drug paraphernalia.
 - Note: All wineries and breweries present, at the festival, in the wine and beer garden
 will be there under a special event permit and will be required to provide a copy of
 certificate of insurance and a signed waiver of liability to serve alcohol to anyone 21
 years of age or older with proper photo ID.
- 4. That the Concessionaire shall procure at his own cost and expense all the necessary city, county, and state licenses and official permits for the purpose of carrying out the provisions of this agreement.
- 5. That the Concessionaire shall be responsible for their own certificate of insurance and provide a copy of insurance with their application and liability release form.
- 6. That the Concessionaire will sign and submit their application and liability release form.

NOTE: THE CITY OF MONROE IS NOT RESPONSIBLE FOR YOUR PROPERTY, TABLE AND PRODUCTS.

WINERY/BREWERY APPLICATION Please Print or Submit Your Completed Application via Mail or Email (preferred) Business Name: Physical Address: Email Address (Mandatory):_____ City/State/Zip Code: Phone: If you would like to receive a vendor application next year, via email, please check here: FESTIVAL TABLE – 6'x30" SPACE @ \$25.00 PER SPACE () \$ COPY OF CERTIFICATE OF INSURANCE OR ACORD FORM (Coverage of at least \$300,000) LIABILITY INSURANCE IS MANDATORY - SIGN ATTACHED LIABILITY RELEASE FORM **IMPORTANT**: Your table fee must be submitted with this application by **FRIDAY, MARCH 1st 2019** You will be notified by April 1st 2019, if you have been invited to be a winery/brewery at the festival. Applications not accepted will receive a full refund. A complete description of ALL ITEMS you intend to sell must be included with your application. **NOTE**: Wineries/breweries please provide two images of items to be sold at your table during the festival. LIST THE ITEMS YOU WANT TO SELL IN YOUR TABLE BELOW (You may also include a website): I have read and agree to the terms and conditions set forth in this winery/brewery application, rules, and agreement. I further agree that all personnel who occupy my table shall follow the terms and conditions set forth in this document. By signing this agreement, I state that I have read the terms of the contract accompanying this agreement and that I understand the terms and agree to abide by them. I am 18 years of age or older. Vendor Signature: _____ Date: _____

- Make checks payable to "City of Monroe"
- Mail to Festival Applications, City of Monroe, P.O. Box 486, Monroe, OR 97456
- We do accept credit cards at Monroe City Hall, 688 Commercial Street, Monroe, OR 97456
- Questions? Please contact Monroe Festivals & Events at festivalsandevents@ci.monroe.or.us

THE CITY OF TONICOLORS

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

For: Vino, Vintage & Victory! Festival Location: City of Monroe, Oregon Date: Saturday, April 27, 2019

- 1. In consideration for receiving permission to participate in the Vino, Vintage & Victory! Festival, I hereby release, waive, discharge and covenant not to sue the City of Monroe, their officers, agents, servants, employees or volunteers (hereinafter referred to as Releasees) from or for any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the Releasees or otherwise, while participating in such event/activity, or while in, on, or upon the premises where the event/activity is being conducted.
- 2. I am fully aware of the risks involved and hazards connected with this event/activity. I hereby elect to voluntarily participate in said event/activity with full knowledge that said event/activity may be hazardous to me and/or my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such event, whether caused by the negligence of release or otherwise.
- 3. I further agree to indemnify and hold harmless the Releasees from any loss liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said event/activity, whether caused by negligence of releases or otherwise.
- 4. It is my express intent that this waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above mentioned Releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Oregon.
- 5. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age, and/or am the parent of legal guardian of the individual participating in the event/activity, am fully competent and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on thisday of	201
Participant Name (Print)	
Participant Signature	