



Virginia Fly Fishing Festival, Inc.  
421 West Main Street  
Waynesboro, Virginia 22980  
(703) 402-8338  
FAX (540) 949-8393  
[www.vaflyfishingfestival.org](http://www.vaflyfishingfestival.org)

## Virginia Fly Fishing Festival April 21-22, 2012 Winery Participant Contract

This agreement is between Virginia Fly Fishing Festival, Inc. (hereinafter called Promoter) and \_\_\_\_\_ (hereinafter called Winery Participant).

Promoter hereby engages Winery Participant, and Winery Participant accepts such engagement to furnish the presentation herein described, upon all terms and conditions herein set forth.

### **Festival**

Winery Participant agrees to attend the *Virginia Fly Fishing Festival* on Saturday, April 21, 2012 from 9:00 AM until 5:00 PM and Sunday, April 22, 2012 from 9:00 AM to 5:00 PM. Winery Participant will be ready at 11:00 AM each morning and will not begin to close until 4:30 PM each evening.

### **Winery Participant Fees**

Winery Participant agrees to pay **\$300** per space. At the conclusion of the wine tasting event on Sunday, **\$100** will be returned to the wineries to cover the cost of wine the tasting.

Contact person: \_\_\_\_\_

Address: \_\_\_\_\_

SSN # or FIN # \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

### **Reproduction of Festival Activities for Promotion**

1. Promoter reserves the right to use images of Winery Participant's presence described hereinabove, to be used for noncommercial and archival purposes.
2. Promoter reserves the right to use or permit others to use Winery Participant's name, and likeness in connection with promoting the Festival described hereinabove and subsequent activities and purposes of Promoter, but not for any use which constitutes endorsement of any commercial product or service.

### **Indemnifications for Injury and Damage**

1. Winery Participant shall defend and indemnify the Promoter against and hold the Promoter harmless for any and all costs, loss, damage, attorney fees and/or claims and liability for injury to persons or property damage arising out of, connected with, or attributable to the festival site, which are due to the negligence or intentional actions of the Exhibitor.
2. Winery Participant shall be liable for all copyright royalties, state sales tax and fees and defend, and hold harmless the Promoter against any and all costs, loss, damages, attorney fees and/or claims of infringement or violation of any copyright or proprietary rights during the Festival.

**Standards of Conduct**

In the event that the Winery Participant is deemed to be under the influence of intoxicating beverages or illicit drugs and is unable to perform in a professional manner, in the sole discretion of the Promoter, the Promoter may cancel this Agreement. Any such cancellation shall be without prejudice to Promoter's other rights and remedies hereunder.

**Limitation of Liability** The Promoter’s liability on any claim (exclusive of claims for personal injury based solely upon negligence of the Promoter) arising out of or connected with this Agreement or participation in this event shall in no event exceed the total Winery Participant fees hereunder. In no event shall the Promoter be liable for consequential, incidental, special or exemplary damages including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of substitute facilities, equipment or use thereof, or claims by customers of Winery Participant for such damages.

**Cancellation**

If the Festival is cancelled by the Promoter for any reason, the non-refundable Winery Participant’s fee will be returned, with the exception of a \$25 (twenty-five dollars) administrative fee, which will be retained by the Promoter. In the event the festival is held, and the Winery Participant fails to appear, there will be no refund of Winery Participant’s fee.

**Non Performance Not a Default**

Neither Winery Participant nor Promoter shall be liable for failure to appear, present, or perform if such a failure is caused by, or due to, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, acts of God, or any cause beyond the control of Winery Participant or Promoter.

**Agreement and Interpretation**

1. No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto and may not be amended except by a document signed by both parties.
2. The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year herein below mentioned, and this Agreement shall be effective only if Promoter receives this Agreement on or before twenty (20) days prior to the event date executed by Winery Participant.

BY: \_\_\_\_\_  
Winery Participant

BY: \_\_\_\_\_  
President, VFFF

\_\_\_\_\_ Date

\_\_\_\_\_ Date