

# Chesterfield Wine & Jazz Festival

## Saturday, June 27, 2015

### Food Vendor Agreement

Information and questions may be directed to  
Emily Kochan  
(314) 221-0113 or [emily@ladedarentertainment.com](mailto:emily@ladedarentertainment.com)

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Silverman Music, Inc annually organizes and presents Chesterfield Wine & Jazz Festival for the general public as a heritage and entertainment event and reserves all rights as producer. Any reproduction, broadcast or commercial use of any portion of the event, in whole or part, in any form, without the explicit written consent of Silverman Music, LLC, is strictly prohibited.

Silverman Music and LaDeDa Entertainment have no control over the weather, acts of nature, acts of terrorism, government intervention or any other cause that may prevent, and/or interrupt events. Vendors, promotional participants, and attendees shall indemnify and hold Silverman Music, LaDeDa Entertainment and the City of Chesterfield harmless for any losses that could arise from such action(s).

Silverman Music and LaDeDa Entertainment make neither representation nor guarantees toward actual attendance. Silverman Music and LaDeDa Entertainment accept no responsibility for items left at the festival site. Vendors and exhibitors are urged to responsibly secure all items from theft.

Vendors and exhibitors shall not display, offer for view, sell or consume any illegal or contraband items. Unauthorized alcohol sales, illegal alcohol consumption and bringing any kind of alcohol or illegal substance into the Chesterfield Amphitheater is also prohibited. The laws of the State of Missouri and local ordinance of the City of Chesterfield shall control the selling/wearing of any clothing, which would otherwise be considered in violation of state/local statutes. Silverman Music and the Chesterfield Amphitheater reserve the right to remove any violator of the law or any guideline set forth.

## General Information

***All information in this contract applies only to the Chesterfield Wine & Jazz Festival. Dates, times and vendor location is subject to change. Silverman Music and LaDeDa Entertainment reserve the right to revise these policies and procedures at any time and without notice.***

Chesterfield Wine & Jazz Festival will be held on Saturday, June 27, 2015 at the Chesterfield Amphitheater (631 Veteran's Place Drive). Over 6,000 people are anticipated to attend this event. Approved time to exhibit will be from 2:45pm- 10:30pm.

Please complete all required pages to avoid delays in processing. Incomplete paperwork will be returned. **Signed contract with payment must be submitted by June 8, 2015** for participation in the Chesterfield Wine & Jazz Festival.

Company/Organization: \_\_\_\_\_

Company Federal ID Number: \_\_\_\_\_  
(Federal ID Number must be submitted to City of Chesterfield.)

**\*\*This must be the name of the group that will be attending the event as this is a contract for the event\*\***

Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Title: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

*Please describe below, in detail, item(s) planned to sell/distribute.  
Attach additional sheets as needed.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendors must provide Silverman Music with a copy of business licenses, health permits, proof of liability insurance. Vendors are responsible for obtaining a caterer's off-premise permit from St. Louis County Health Department.

**VENDORS MUST AGREE TO, AND PROVIDE THE FOLLOWING, WHERE APPLICABLE:**

1. A drawing or photograph and description of the vehicle, cart or booth set up.
2. Vendor must keep area clean while operation occurs and must show that activity occurs.
3. Vendors must bring all supplies needed to exhibit; 10x10 tent, sandbags to secure tent (tents can not be staked and **MUST** be secured), tables and chairs. \*Supplies can be rented from us for an additional fee. Power is provided on-site if needed.
4. A drawing or photograph, and description of any/all products to be sold by Vendor.

- 5. A drawing or description of any container or device to be used to display merchandise other than a vehicle or cart described in (1).

By executing this contract, Silverman Music grants the approval of the described vehicle, cart or booth set up, as required by the Agreement.

Contract Agreement shall become effective upon that date on which Vendor submits to Silverman Music and LaDeDa Entertainment photocopies of all applicable licenses and permits required by the State of Missouri and the City of Chesterfield, including health permits, business license, etc. This Agreement is valid only for the event identified in the contract.

*I, as an agent/representative of the above organization/company, hereby acknowledge, accept and agree to all terms, responsibilities, representations, and disclaimers contained in Chesterfield Wine & Jazz Festival Sponsor – Exhibitor Agreement. These include but are not limited to: my responsibility for all local, state, and federal taxes applicable to my activities, to obtain all necessary permits, insurance coverage/Waiver of Liability and signed hold harmless agreement form to indemnify and hold Silverman Music and LaDeDa Entertainment, committee, volunteers and assigns harmless for any liability incurred as a result of activities and to uphold and adhere to all local, state and federal laws while conducting activities on the Chesterfield Amphitheater property.*

*I understand I / We (organization / company) are alone responsible for parking infractions and any fines and/or towing costs assessed.*

*I / We understand that a cancellation policy is in effect for the refund of fees due to vendor cancellation.*

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please submit your application to LaDeDa Entertainment + Events by email to, [Emily@ladedarentertainment.com](mailto:Emily@ladedarentertainment.com) or mail to 5867 Hempline Rd. St. Louis, MO 63129 or fax to 314-846-5624.**

## **Insurance / Waiver of Liability**

***Proof of Insurance and/or Waiver of Liability WILL BE REQUIRED before any Exhibitor may set up.***

### **Waiver of Liability and Hold Harmless Agreement**

1. In consideration for participating in the Silverman Music, Inc event, Chesterfield Wine & Jazz Festival held at the Chesterfield Amphitheater, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Silverman Music, Inc, LaDeDa Entertainment & Events, Chesterfield Amphitheater, the Board of Directors, City of Chesterfield, committee members, volunteers, sponsors or agents (Hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of actions whatsoever arising out of or related to any loss, damage, or injury including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such event, or while in, on or upon the premises where the activity is being conducted. I am fully aware of risks and hazards connected with the event, including but not limited to the risks as noted herein, and I hereby elect to participate in said event, and to enter the above named premises and engage in such event knowing that the event may have a crowd exceeding 6,000 participants. 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 of damage to property owned by me, as a result of participating in such event, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

2. I / We (organization / company) hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said event, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise. I understand the RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this event. As such, I am aware that I should review my insurance coverage.

3. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family. If I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named 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 Missouri.

4. I UNDERSTAND THAT SILVERMAN MUSIC, INC NOR LADEDA ENTERTAINMENT & EVENTS WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS OR PROPERTY LOSS ASSOCIATED WITH ANY INJURY OR LOSS I MAY SUSTAIN.

5. I further agree to become familiar with the rules and regulations of the Chesterfield Wine & Jazz Festival Agreement and not violate said rules of any directive or instruction made by the person or persons in charge of said event. I will assume the complete responsibility of any activity done in violation of any rule or directive or instruction.

6. I also understand that I must obtain adequate insurance to cover any personal injury to myself or property loss which may be sustained during the event.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the following Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed, no oral representations, statements or inducements, apart from the foregoing written agreement, have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, I have hereunto set my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed by: Vendor \_\_\_\_\_

**(Actual person/s or representative of Vendor)**

\_\_\_\_\_  
Name and address of Organization/Company/Business

## Food Vendor Space Rental

Company Name: \_\_\_\_\_

<b>Chesterfield Wine &amp; Jazz Festival</b>			
<b>FOOD VENDORS</b>	<b>Cost</b>	<b>Qty</b>	<b>Total Due</b>
One 10'x10' Space	\$1000		
<b>Optional Rental Needs</b>	<b>Cost</b>	<b>Qty</b>	<b>Total Due</b>
10'x10' Tent	\$150		
8' Table	\$15		
Linen for table	\$30		
Chair	\$5		
<b>TOTAL:</b>			
<b>TOTAL FEES DUE BY:</b>			<b>6/8/15</b>

	Make check payable to: Silverman Music, Inc 2301 N. Ballas Rd. St. Louis, MO 63131
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*Please write the name of your company or organization  
in the "memo" line of the check if not already pre-printed.*

