

2019 Art & Wine Fusion - Wine, Cider, Spirits Registration

Libation tastings have been integral to the Art & Wine Fusion event since its inception. This year our festival moves to our beautiful Daubenspeck Park where large tasting tents will hold 7 or more tasting stations each, providing great marketing and sales opportunities.

Wine/Cider/Spirits Registration Fee: \$75.00 before June 15th, \$85.00 thereafter.

Event Website: <https://ArtWineFusion.com/>

Email: ExecDir@MtAdamsChamber.com

Coordinator: Mt. Adams Chamber of Commerce Phone: 509-493-3630

Winery/Cidery/Distillery Name:

Representative's Name*:

First

Last

Mailing Address*:

Physical Address:

Address Line 2:

City:

State:

ZIP:

Email*:

Phone*:

Website:

Beverage Type (Please pick ONE):* ☐ Wine ☐ Cider ☐ Distilled Spirits

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Who May Participate: Per Washington State law, out-of-state distributors must be licensed to deliver to Washington. But, we've found a way Oregon producers located in Hood River and the surrounding area who don't have Washington license will still be able to participate! Under the Washington State Special Occasion License, Art & Wine Fusion can purchase from you according to the following compensation procedures and pick up product the day before the event. Then you can join us the day of the event to pour and educate guests about your wine, cider or spirits, or we can provide pourers. A winning solution for everyone.

Invoicing and Compensation: Per Washington State law, all participating winery, cidery, and distillery vendors must submit a preliminary wholesale invoice detailing the price and number of bottles delivered for the event. This preliminary invoice must be submitted to Art & Wine Fusion before the event begins.

After the event vendors are required to turn in their collected tasting tickets. Payout will be 85% of their unopened bottle sales, based on validated sales receipts, and 50¢ for each tasting ticket they collect and submit. After the event the Mt Adams Chamber of Commerce will send vendors a FINAL detailed invoice based on 50¢ per open bottle tasting ticket collected and 85% of validated sales of unopened bottles sold. Payment verification will be issued within one week after the event and will be based on the FINAL revised invoice, NOT the preliminary invoice. Bottles given away at the end of the event WILL NOT BE included in payouts. Some participants donate their pouring revenues to Art & Wine Fusion; this is encouraged but not required.

Sales: Under our WA State Special Occasion Liquor Licenses, Art & Wine Fusion sales booths MUST handle all money exchanges for the sale of wine, cider or distilled spirits at the event. ONLY Art & Wine Fusion sales booths may sell tasting packages/tickets (glass and five tasting tickets) and additional tasting tickets. Art & Wine Fusion sales booths will be located near the tasting tent entrance.

Unopened Bottle Sales Procedures: If guests desire to purchase full unopened bottles, pourers will give the guest a retail invoice that must be taken to an adjacent Art & Wine Fusion sales booth to be paid, and validated. The unopened bottle(s) of libation the guest purchased will then be given to them, or held for later pickup.

Pouring: Because the focus of this tasting event is on tasting, NOT intoxication, we strongly encourage pours of 1-oz for a taste and 5-oz for a glass of any wine or cider, or ¼ oz. for a taste of distilled spirits. Vendors and their pourers are legally responsible if they contribute to public intoxication. A taste should be adequate for a guest to sample, and then they can purchase a glass or a full unopened bottle if desired. Smaller pours save everyone money and enable guests to taste more. Previously, some vendors have poured overly generous tastes, leading guests to complain about the smaller pours of others. We expect and require all vendors to be fair and courteous to each other's presentations.

Pourers shall collect 1 tasting ticket for a 1-oz 'taste', or 5 tasting tickets for a 5-oz 'glass' of any wine or cider, or 1 tasting ticket for a ¼ oz. taste of distilled spirits. Art & Wine Fusion will provide pourers with an adequate number of 1 oz. measure pour spouts and ¼ oz. spirit tasting cups.

Other important information:

Daubenspeck Park will be open to vehicle for unloading/set-up before 2:30 pm and breakdown/reloading after 10:00 pm! You must be fully set up and ready to go by 2:45 pm. Please begin winding down tastings at 9:30 pm so the park is relatively clear of guests for the start of breakdown at 10:00 pm. Each participant may request a preferred set up/ pour location with this application; they will be notified in advance of their assigned location.

Harvest Market will feature wines served at this year's Art & Wine Fusion: For details and to take advantage of this great offer contact Jeff at 509-493-9494 no later than July 1st.

WA State Liquor Control Board may have officers monitoring the event mainly for five primary offenses a pourer may be cited for:

Public intoxication: It is the pourer's responsibility to NOT serve anyone who is or appears to be intoxicated. We've never had a problem with this issue, but your vigilance is required. If you run into any problems there will be event staff and/or White Salmon police in the general area you can contact for help.

Underage drinkers: Our sales staff will check ages and attach Tyvek wristbands to help guard against underage drinkers. Our wristband system will help to identify legal drinkers, but it is still the pourers responsibility to be vigilant and check IDs if they suspect someone is underage. Pourers have a legal responsibility to verify the presence of the Tyvek wristbands and not pour for underage or inebriated guests.

Alcohol in "public" areas: WA State does not allow people to carry open alcohol containers in unrestricted public areas, so any alcohol must be consumed within the restricted, larger fenced-off area of the park event. We will have "No Open Containers of Alcohol Beyond This Point" signs posted at event exits and staff will monitor departing guests. Pourers are also responsible if asked for advising guests of this WA State law. Pourers and monitors cannot forcibly prevent guests from leaving the event premises, but there must be a good faith effort to inform and prevent abuse.

Special Occasion Liquor Licenses will be posted in each tasting area; be prepared to point it out to LCB officers.

Vendor staff/pourers MAY NOT consume alcohol on the premises when and where they are working.

All vendors MUST submit a Certificate of Liability Insurance as designated in the following Insurance Waiver.

I have read and understand the above guidelines for participating as a winery, cidery, or distillery in Art & Wine Fusion, and as a designated representative of this company*

You must agree to be bound by these guidelines to be able to submit your registration to participate in Art & Wine Fusion.

☐ I AGREE to adhere to the guidelines as stated above.

☐ I DO NOT AGREE to adhere to the guidelines as stated above.

2019 ART AND WINE FUSION - WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

To register as a vendor in Art & Wine Fusion you must read and accept the terms of the following agreement.

A – Release of Liability - In consideration of your permitting my participation as a vendor at the 2019 ART AND WINE FUSION (the “Festival”) held in Daubenspeck Park, Bingen, Klickitat County, Washington on July 27, 2019. I, the undersigned, on behalf of myself, my heirs, legatees, executors, administrators, and all assignees, personal representatives and legal representatives, or as officers of a corporation duly authorized to execute this agreement on behalf of the corporation I bind the same to its terms on behalf, do HEREBY DISCHARGE, WAIVE, RELEASE, AND HOLD HARMLESS from any and all rights, claims, demands, and causes of actions of every kind whatsoever for any for damages, death, personal injuries, or loss of property I or the corporation I am representing may have, or which may accrue to me or my consideration, known or unknown, foreseen or unforeseen, as a result of my participation in the Festival.

B – Assumption of Risk - Furthermore, I agree to ASSUME ALL RISKS, WHETHER KNOWN, UNKNOWN, ANTICIPATED, OR UNANTICIPATED, AND I AGREE TO FOREVER RELEASE the 2019 ART & WINE FUSION FESTIVAL and its employees, volunteers, agents, directors, officers, and assignees, event officials sponsors, contributors, and their respective agents, boards, commissions, the City of Bingen, the Washington State Transportation Commission, the Washington State Department of Transportation, the Washington State Patrol, and their officers, agents and employees, and any other involved representatives of the aforementioned (collectively, the “Releasees”), who through negligence and/or other actions or inactions might otherwise be liable to me, including any costs or expenses (particularly including but not limited to, attorneys’ and other professionals’ fees).

C – Indemnification - I agree to INDEMNIFY, HOLD HARMLESS AND DEFEND the Releasees for, from and against any and all liability and responsibility whatsoever, however caused, for any and all damages, claims, or causes of action that I, my estate, heirs, administrators, executors, or assigns or corporation may have for any loss, personal injury, or death to any person, organization, whether they are a release or another entity, arising out of, connected with, or in any manner pertaining to my participation in the Festival, my use of the vendor area or while in, on or upon the premises where the Festival is being conducted due to the negligence or unintentional acts of myself, my employees, my subcontractors, or independent contractors or invitees or helpers who are there because of my presence. I further agree to INDEMNIFY, HOLD HARMLESS AND DEFEND the Releasees from all liability incurred as a result of any lack of authority on my part to make this release, to assume such risk, or to sign this Agreement. I further agree if any demand is made or lawsuit indicated to which the terms of this agreement are applicable then my duty and my corporation’s duty to indemnify shall begin the moment said demand is made that I agree to pay for all attorney fees, expert fees and deposition and other costs as they become due.

D – Agreement in General - This waiver and release of liability and indemnification agreement is INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED UNDER WASHINGTON LAW. If any portion of this agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality,

or unenforceability shall not affect the validity, legality and enforceability of any other provision hereof. This agreement shall be governed by and controlled by the laws of the State of Washington.

I understand that by accepting this document I, or the corporation for whom I am accepting, am expressing my intention to waive valuable legal rights that I or the corporation now possess or might possess in the future. I am accepting this document of my own free will. I intend that this release of liability, assumption of risk and indemnity agreement shall be binding on me and my corporation and on anyone else making a claim on my behalf. 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 fully competent, and have my corporation found I execute this release for full adequate, and complete consideration, fully intending to be bound by same. I have read this agreement and fully agree to be bound by its terms.

Artist/Vendor/Exhibitor Acceptance (if accepting for a company you must include the name of the company, your position with the company, and you must accept on behalf of both yourself and the company).

Wine/Cider/Spirits Vendor Acceptance*

Retype your name to act as a digital signature. If accepting for a company you must also include the name of the company, and your position with the company. If you accept to be bound by this agreement you will be accepting on behalf of both yourself and the company.



I have read this WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT and*

☐ **I fully agree to be bound by the terms of this agreement.**

☐ **I do not agree to be bound by the terms of this agreement.**

You must agree to be bound by this agreement to be able to submit your registration to participate in Art & Wine Fusion.