WINE TASTING AGREEMENT

This Agreement is made the _____day of_____2010 by and between TomatoFest of Central New York ("TomatoFest") whose principal office address is P.O.Box 1611, Auburn, NY 13021 and_____ ("Vendor"), whose principal address is located at _____

RECITALS

Whereas the TomatoFest wishes to have_____host a wine tasting to TomatoFest visitors on September 11th, 2010 and September 12th, 2010 at Emerson Park on Owasco Lake in Auburn, New York.

NOW THEREFORE, it is agreed by the parties as follows:

1. Dates/Times: _____ agrees that is shall only be Permitted to have wine tasting on September 11th, 2010 from 11:00 am to 6:00 pm and on September12th, 2010 from 12:00 pm to 6:00 pm.

2. Consideration: _____agrees to pay a Sponsorship fee of $200.00 to the TomatoFest on or before August 1, 2010.

3. Only full unopened bottles will be for sale at wine tasting by _____.

4. Full Bottle prices shall be prominently displayed at wine tasting.

5. Sales Tax _____ shall be responsible for paying all New York State Sales Taxes and shall properly display their current New York State Sales Tax Certificate at the festival.

6. Proof of Age/Wrist Bands:_____shall have at least two people conducting age proofing. _____personnel shall proof people who appear to be less than 30 years of age. _____will not serve wine tasting to people less than 21 years of age or who appear to be intoxicated.

7. Garbage Cleanup: _____shall be responsible for general cleanup in the service area during and after the festival.

8. Insurance: _____shall furnish the TomatoFest with an off site insurance certificate prior to coming to the festival which shows a minimum of $2,000,000 liquor liability and general commercial liability coverage. Such certificate shall name TomatoFest of Central New York and Cayuga County as additional insured's.

9. Independent Contractor Status: The relationship between the parties shall be that of independent contractors and not that of principal and agency or employer and employee. _____shall employ, at it's own expense, all persons necessary to perform the services covered by this Agreement. All such persons shall be considered employees of _____and not the TomatoFest.

_____shall be solely liable for all insurance premiums, fees, taxes and all other expenses associated with employing these individuals.

10. Termination: This Agreement shall automatically terminate on the occurrence of any if the following events:

a)_____fails to pay the site fee prior to the festival.

b)_____fails to set up its equipment and serve wine tasting on both days of the festival; or

c)_____breaches any other covenant in this agreement.

Should any of these events occur the TomatoFest reserves the right to seek damages after termination of this Agreement.

11. Indemnification: _____shall defend with competent counsel, indemnify and hold the TomatoFest harmless from and against any and all liabilities, claims, suits, damages, losses, judgments, penalties, premiums, contributions, fines, and increased costs and expenses (including reasonable attorney's fees and other expenses) arising out of damages caused by either willful conduct, error, omission or negligent act of or its agents of employees toward TomatoFest or any third party. This obligation shall survive the termination of this Agreement.

12. Assignment: This Agreement may not be assigned without prior written consent of the TomatoFest.

13. Governing Law: This Agreement shall be governed by laws of the State of New York state or federal courts for all disputes and civil actions arising out of, or in any way related to, this Agreement.

14. Jurisdiction and venue: The parties agree and consent to jurisdiction and venue in Cayuga County, State of New York and/or the Northern District of New York Federal Court for all disputes and civil actions arising out of, or in any way related to, this Agreement.

The assent of the parties to the terms of this agreement is indicated by their signatures below.

Sworn to before me this_____day
Of_____,2010

_____
Authorized Signature

Notary Public
Stamp Here

By:_____
Title:_____
Phone #:_____

Sworn to before me this_____day
Of_____,2009

_____
TomatoFest of Central New York Authorized Signature

Notary Public
Stamp Here

By:_____
Title:_____
Phone #:_____