



## **2014 Exhibitor Rules and Regulations for the Grand Tasting at Morven Park Saturday, August 30, 2014**

Thank you for your interest in being an exhibitor during the 2014 Epicurience Virginia. To apply as an exhibitor, please complete and submit the application to Jennifer Christie with Visit Loudoun by **Friday, May 30, 2014**. Applications can be sent by:

**Email:** [Christie@VisitLoudoun.org](mailto:Christie@VisitLoudoun.org)

**Fax:** 703-771-4973

**Mail:** Visit Loudoun, Attention: Jennifer Christie, 112-G South St SE, Leesburg VA 20175

These 2014 Exhibitor Rules and Regulations are incorporated by reference and made a part of the Application.

### **APPLICATION PROCESS**

All interested culinary related companies may apply for an exhibitor space in the Grand Tasting Tents. All applications are reviewed by Visit Loudoun and the Epicurience Virginia planning team and Visit Loudoun reserves the right to decline any applicant. Selected exhibitors will receive a full packet of festival information and a training meeting will be offered prior to the event. Applicants will be notified of the final decision no later than **June 15, 2014**. Sponsors have first option of participating as an exhibitor in the 2014 Epicurience Virginia. Space is limited. For information on sponsorship opportunities please contact Beth Erickson with Visit Loudoun at 703.669.4964 or visit [www.EpicVirginia.com](http://www.EpicVirginia.com).

### **EXHIBITOR REGISTRATION FEES**

Businesses located and actively operating in Virginia will receive a discounted rate of \$250 for a 10'x10' tent and \$750 for a 10'x20' tent. Rates for businesses not located in Virginia are \$500 for a 10'x10' tent and \$1250 for a 10'x20' tent. 20'x20' booths are available to all exhibitors for \$1,500.

The Tasting Tents are designed to allow guests to sample exhibitor products. Therefore, exhibitors are required to provide enough samples for the number of expected guests. The expected attendance for the 2014 festival is between 2,500 and 3,000. Confirmed exhibitors will be given attendance updates in a timely manner. Exhibitors must also operate during the full schedule outlined below. Exhibitors who wish to sell packaged products must have those products approved in advance and in writing by Visit Loudoun and the Epicurience Virginia planning team to avoid conflicts with the sponsors and festival merchandising.

Visit Loudoun will determine placement of exhibitors based on the number and type of applications received. Exhibitors may elect to purchase multiple adjacent booth spaces or premium spaces (located at entrances or in other to be determined prime locations.) Once the exhibitor application deadline has closed, the event organizers will establish the layout of the Grand Tasting tents and work with exhibitors on placement. Placement of exhibitors will be at the sole discretion of Visit Loudoun and event organizers. The Grand Tasting tents will be open from 11am-12pm for VIP and media preview and then

to ticket general holders from 12-6pm. Any schedule changes or updates will be communicated to exhibitors in a timely manner.

\* There will be a \$50 mandatory clean up fee for each exhibitor. If your booth area is not left as you found it, your credit card will be charged the \$50 fee.

**Each Standard Exhibitor Will Receive:**

- One 10'x10' area
- One 8 foot table and one 6 foot table
- Four (4) working festival badges per exhibitor
- Standard linen
- Two chairs
- Booth signage

In addition to the above, **Wine Exhibitors** will receive:

- Ice for chilling wines
- Ice bucket
- Dump buckets

Due to space and restrictions, exhibitors located inside the Grand Tasting Tents will **NOT** be allowed to bring their own tent or trailer. **Electricity** (110v) will be a separate fee per outlet charged to and payable by the exhibitor. Exhibitors may also purchase supplemental equipment, collected on an individual basis.

**Exhibitor Sales and Sampling Details**

Each Exhibitor will be allowed to promote ONLY his/her/its product. There shall be NO third party endorsements, advertising or sales permitted. All food or beverage samplings must be approved in advance by Visit Loudoun and the Epicurience Virginia planning team, and each Exhibitor is required to provide sufficient samplings for the entire operation of the Grand Tasting Tents. Please note that ALL EXHIBITORS MUST give out a quality beverage or food sample the entire time the Grand Tasting Tent is open. The samples must be representative of the Exhibitor's business and must be substantial. More specific information regarding booth set up will be provided closer to the event date. Restaurant exhibitors who wish to sell food on site in the Grand Tasting Tent, must have prior approval from Visit Loudon and the Epicurience planning team.

**Exhibitor Access and Parking**

Each Exhibitor will receive four (4) exhibitor badges for Epicurience Virginia. The exhibitor badges permit access to the Grand Tasting Tents. A limited number of additional discounted festival tickets can be purchased up to two weeks in advance, and will not be sold on site. Each Exhibitor will receive an allotted number of parking passes for onsite parking, based on booth size. There will be no additional onsite parking available.

**Marketing Provided**

Each Exhibitor will receive a 50-word company listing and link on the web site ([www.EpicVirginia.com](http://www.EpicVirginia.com)) and in the official festival program guide.

## **Types of Exhibitors**

- Sponsors
- Wine Makers/Wineries/Importers
- Brewers/Breweries
- Beverage Companies
- Restaurant/Caterers/Food Exhibitors
- Misc. Culinary Related Business (e.g., sauces, spices, coffee, teas, cured meats, etc.)

## **Security**

Security will be provided; however, each Exhibitor shall have the sole responsibility for protecting its items and any property it brings to the Epicurience Virginia event (see below.) Visit Loudoun disclaims any and all liability or responsibility for any Exhibitor property brought to or used at the event.

## **Insurance, Permitting, and Taxes**

Epicurience Virginia and Visit Loudoun and its officers, directors, employees, volunteers, agents, and authorized representatives and Morven Park shall not be liable or responsible for any acts, errors, or omissions or violation of the Epicurience Virginia Exhibitor Rules and Regulations, guidelines or Morven Park imposed requirements by or on the part of any Exhibitor (or its officers, directors, employees, volunteers, agents, representatives, contractors, or guests or invitees) or for any injuries to persons (including death) or damages to property, losses or damages of any nature caused or sustained by an Exhibitor or its officers, directors, employees, volunteers, agents, contractors, guests or invitees.

Each Exhibitor shall carry insurance for a single limit of not less than \$1,000,000 per occurrence for its employees, agents, contractors, representatives and guests/invitees present at the event in each of the following categories: Broad Form General Liability and Automobile Liability; property insurance coverage with limits adequate to protect the value of the exhibitor's property. In addition, the Exhibitor agrees to provide Workers' Compensation insurance providing benefits for the Commonwealth of Virginia, and Employers' Liability coverage of not less than One Hundred Thousand Dollars (\$100,000) per accident. Such policies shall name as additional insured: Loudoun Convention & Visitors Association ("Visit Loudoun"), its officers, directors, employees, agents, and volunteers, and Morven Park. Even though the area is secured, each Exhibitor is solely liable for all items inside the booth area or Exhibitor property brought to the event. A copy of the Exhibitor's **proof or certificate of insurance** shall be provided to Visit Loudoun not less than **one month prior** to the event.

The Exhibitor is solely responsible for complying with all applicable local and state tax regulations. The Exhibitor is also fully responsible for securing and compliance with all applicable Town of Leesburg, Loudoun County, and Virginia licenses, permits, and DHEC regulations. The Exhibitor shall be required to provide copies of the necessary permits and licenses to Visit Loudoun no later than August 1, 2013.

## **VIP Sneak Preview**

A Sneak Preview of the Grand Tasting Tents and the Village will take place from 11am-12pm on Saturday August 30, 2014 for media, sponsors, trade members, featured guests, and industry professionals. All exhibitors in the Grand Tasting Tents are required to participate.

### **VIP and Attendee Bags**

VIP bags will be distributed to sponsors, media and guest chefs, authors and wine professionals. If you are interested in having a gift item inside the VIP bag, send details on the item to Jennifer Christie ([Christie@VisitLoudoun.org](mailto:Christie@VisitLoudoun.org)) by July 1, 2014, and all items must be delivered to the Visit Loudoun /Epicurience Virginia Office no later than August 1<sup>st</sup> to be included.

### **Product Sales**

Each Exhibitor shall be solely responsible for handling ALL monetary transactions to include providing equipment, cash management, and receipting. Each Exhibitor is required to obtain and provide Visit Loudoun with a copy of a current and valid **retail license prior to arrival at the Village**. More details will be provided once the application is approved.

### **2014 EXHIBITOR BENEFITS**

- Four (4) festival badges for exhibitor staff
- Company 50 word listing and description on official festival website
- Company 50 word listing and description in official program guide
- Discounted additional tickets to Epicurience Virginia (must be purchased two-weeks prior, details on redemption to follow)
- Promotional items in VIP bags (if interested)
- Interaction with local and national festival attendees
- Opportunity to interact with media and VIP guests including sponsors, chefs, buyers/retail shop owners, etc. during the event preview.

### **ADDITIONAL TERMS AND CONDITIONS OF EVENT PARTICIPATION:**

1. The Applicant understands and agrees that this application is subject to acceptance by Visit Loudoun and the 2014 Epicurience Virginia planning team and that this application is not valid until accepted in writing by an authorized representative of Visit Loudoun. Confirmation will be sent to each participant. Once confirmation is sent payment will be deposited.
2. Visit Loudoun and Epicurience Virginia reserve the exclusive right to alter or reschedule event dates and programs due to circumstances beyond Visit Loudoun's control. By applying and registering, the Applicant understands and agrees that the registration fee is non-refundable if selected and accepted as an event exhibitor.
3. All advertisements, marketing information, photographic images, artwork and necessary materials to be printed and/or published in festival publications must be supplied to and approved in advance by Visit Loudoun and the Epicurience Virginia planning team in the required format. All materials must be received no later than deadlines detailed in letter confirming the Applicant's application approval. The Exhibitor warrants that it has sought and obtained written consent to use, print or submit for publication any third party copyrighted materials, images or intellectual property to be included in its advertisement, marketing information, photographs, etc.
4. Once the Applicant's transaction is complete and approved by Visit Loudoun and the Epicurience Virginia planning team, the Applicant will receive an email from Visit Loudoun and the Epicurience Virginia planning team with instructions to access the Exhibitor Registration Page.

The Exhibitor page will contain and collect valuable information to ensure a successful experience at the festival.

5. All Exhibitors, including Sponsors, must give out a food or beverage sample during all Grand Tasting Tent hours. Each Exhibitor shall be required to provide a sufficient quantity of samples so as to ensure that the Exhibitor does not run out of samples for the duration of the event.
6. Exhibitor signage will be provided by Visit Loudoun and the Epicurience Virginia planning team to include the Exhibitor's Company Name. Due to space limitations, additional signage will be limited to vertical self-standing displays within the exhibitor's designated booth space, and submitted to and approved by Visit Loudoun in advance of the event. Horizontal hanging banners will not be permitted.
7. Each Exhibitor is required to operate during all scheduled sessions. **Each exhibitor must operate during the event hours of 11:00am-6:00pm and shall not be permitted to pack up, leave, or close prior to 6:00pm on the day of the event.** Exhibitors that leave early will not be permitted to participate in future events.
8. Exhibitors who wish to sell products must have those products approved in advance by Visit Loudoun to avoid conflicts with the sponsors and festival merchandising. Arts and crafts are not permitted.
9. Each Exhibitor warrants that the products and/or services to be shown by the applicant Exhibitor shall properly represent the applicant Exhibitor's company and are directly related to and germane to this Exhibition's business.
10. Each Exhibitor warrants that it shall indemnify, defend and hold harmless Visit Loudoun, its officers, directors, employees, volunteers, agents, and representatives, Epicurience Virginia and Morven Park from and against any and all liability, responsibility, loss, injuries or damages to persons or property (including death), costs or expense of any kind whatsoever as they arise (including, but not limited to, reasonable attorneys' fees and court costs) which Visit Loudoun, Epicurience Virginia or Morven Park may incur, suffer, or be required to pay, incident to, resulting from, or arising directly out of any intentional or negligent act, error or omission or violation of these terms, conditions, rules and regulations by the Exhibitor or any of its officers, directors, employees, agents, representatives, contractors, servants, guests or invitees .

Furthermore, Exhibitor assumes full responsibility and liability for the actions of its agents, representatives, employees, independent contractors, guests, invitees, whether acting within or without the scope of their authority, and agrees to indemnify, defend and hold harmless Visit Loudoun, Epicurience Virginia and Morven Park, as expenses arise, from responsibility or liability resulting directly from other causes which arise because of acts, errors or omissions of the Exhibitor's agents, representatives, employees, independent contractors, servants, guests or invitees whether acting within or without the scope of their authority.

Each of these warranties shall survive the termination or expiration of this application and agreement for any reason.

11. Each Exhibitor acknowledges and agrees that facsimile transmitted copies of the application to Visit Loudoun at its office shall constitute a legally binding document if accepted and executed in full by authorized representatives of Visit Loudoun and the applicant Exhibitor.
12. Each Exhibitor shall name an authorized representative in connection with the installation, operation and removal of the applicant Exhibitor's exhibit or booth. The applicant Exhibitor's designated representative must be authorized to enter into such agreements as may be necessary and for which the Exhibitor shall be solely responsible. Exhibitor shall assume all responsibility for the designated representative being in attendance throughout all event periods and for keeping the exhibit neat, safe, manned and orderly at all times.
13. Visit Loudoun and Epicurience Virginia shall have sole control over all admissions of persons to the Epicurience Virginia event.
14. Any and all matters or questions not specifically addressed in the application or in the Exhibitor Rules and Regulations shall be subject to the sole discretion and interpretation of Visit Loudoun.
15. Visit Loudoun and the Epicurience Virginia planning team cannot and do not guarantee that the applicant Exhibitor will be assigned any particular booth location and reserve the right to change location assignments at any time, as it may in its sole discretion deem necessary.
16. If Visit Loudoun and the Epicurience Virginia planning team decide that the Exhibitor is engaged in activities or is displaying any items contrary to the best interests of the Epicurience Virginia event, or which appear to be unethical or a breach of law, Visit Loudoun may, in its sole and absolute discretion, rearrange or remove such articles or cancel entirely any allocation of space, without liability for refund or reduction of the exhibit space charge paid or due hereunder, and without liability for any other damages caused by such action. Each exhibitor must be a Visit Loudoun approved exhibitor in order to display, sell products/services or participate in the Epicurience Virginia event.
17. Each Exhibitor agrees to be bound by and shall be responsible for strict compliance with the terms as set forth in this document and any additional Exhibitor guidelines, rules or regulations imposed by Visit Loudoun and/or Morven Park in connection with the Epicurience Virginia event.
18. The Exhibitor shall not be permitted assign or sublet any allocated booth space, in whole or in part.
19. Visit Loudoun shall have the right at any time to enter the exhibit or booth area occupied by the Exhibitor or otherwise inspect the Exhibitor's materials.

20. The Exhibitor and/or its authorized agents shall not injure, damage or deface any part of the event facility or property, including Morven Park, event booths, booth contents, any event or Morven Park equipment or décor. When such damage occurs, the Exhibitor shall be solely responsible for and liable to the owner of the property so damaged.
21. Each Exhibitor will be provided access to the event site and exhibit area at the commencement of the installation or set-up period as determined and announced by Visit Loudoun and the Epicurience Virginia planning team prior to the event. Installation of all exhibits must be fully completed at least twelve hours prior to the opening of the event. Failure to adhere to this requirement could restrict the Exhibitor's entry into future events. Any space NOT claimed by the Exhibitor at least twelve hours prior to the opening time of event shall be deemed forfeited and may be resold or reassigned without refund or any penalty or liability on the part of Visit Loudoun. No crates, boxes, packing materials, wooden boxes, and other highly combustible materials may be stored in the Exhibition area during the event.
22. No exhibit shall be packed, removed or dismantled prior to the closing of the event without the prior written permission of an authorized representative of Visit Loudoun. If an Exhibitor breaches this provision, it shall pay, as compensation for distraction to the Exhibition's appearance and operation, an amount equal to one-half (1/2) of the total space charge for Exhibitor's allocated area, in addition to all sums otherwise due under this Application. Additionally, breach of this provision may result in the loss of the Exhibitor's participation in future Epicurience Virginia events.
23. The packing of merchandise and dismantling of displays/exhibits shall not start until after the event is concluded. The Exhibition and booth area must be cleared of all Exhibitor materials and property by the end of the dismantling period. Any costs incurred by Visit Loudoun as a result of an Exhibitor failing to fully dismantle, remove all property, and clean up its booth area shall be promptly billed to and paid by the Exhibitor.
24. Any damage to the exhibition area or event property or equipment caused or done by the Exhibitor, its officers, directors, employees, agents, representatives or contractors shall be promptly replaced or repaired by the Exhibitor at its sole expense. Additionally, the Exhibitor agrees to indemnify, defend and hold harmless Visit Loudoun and Epicurience Virginia from and against any and all liability, loss and/or damages whatsoever, caused to the Exhibition area or event property or any part thereof directly or indirectly.
25. In the event that the Epicurience Virginia event is postponed or cancelled due to any occurrence not occasioned by the conduct of Visit Loudoun or the Exhibitor, whether such occurrence be an Act of God, weather-related, fire, flood, common enemy, result of war, civil disorder, labor dispute/strike, terrorist action, government action, curtailment of transportation facilities, biological hazard, public health hazard or warning or any act or conduct of any person or persons not a party to this application, then performance of the parties hereto shall be excused for such period of time as is reasonably necessary after such occurrence to remedy effects thereof, and in any event for the duration of such postponement. In the event that such

occurrence results in the cancellation of the event, the obligations of the parties under this agreement shall automatically be terminated and all payments made under this agreement shall be refunded to the Exhibitor, less a pro rata share of expenses actually incurred by Visit Loudoun in connection with the event. Visit Loudoun and Epicurience Virginia reserve the right, with no liability to the Exhibitor for refunds, additional expenses or otherwise, to change the date or place of the event upon two (2) weeks' notice to the Exhibitor, effective from the date of mailing of such notice.

26. Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of their agreement. The rights of Visit Loudoun and Epicurience Virginia shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Visit Loudoun.
27. The Exhibitor hereby agrees that the laws of the Commonwealth of Virginia shall control construction and enforceability of this agreement and hereby consents to the personal and subject matter jurisdiction of the courts of Loudoun County and the Commonwealth of Virginia with respect to any right of action arising under this Application.
28. In the event any provision of this document is held invalid or unenforceable, then neither the remaining provisions of this document nor other applications of provisions involved shall be affected thereby.
29. This agreement between the Exhibitor and Visit Loudoun is subject to the terms of the use lease between Visit Loudon and Morven Park, and to terms of any and all agreements between Visit Loudoun and any other party related to the event. Exhibitors shall not undertake any act or fail to fulfill any obligations which shall be in violation of said lease or agreement.