

# 2022 Terms & Conditions

The San Diego Bay Wine & Food Festival® is authorized to reserve space as an Exhibitor or as a Sponsor for use in the 18th Annual Festival in San Diego, November 9-13, 2022. Signature and payment constitute company agreement to abide by the 2022 Terms and Conditions and the Cancellation Policy and all other rules and policies stated herein and in the registration fact sheet. Registration and booth space will not be confirmed until payment is received.

The San Diego Bay Wine & Food Festival is a 21 and older event. ID will be required for all to enter festival grounds including all staff, sponsors, exhibitors, guests, volunteers and crews. As an Exhibitor or as a Sponsor I also understand that my company/company representatives may be filmed and photographed during the event, and I give San Diego Bay Wine & Food Festival® (the Festival) permission to do so and grant to the Festival the absolute and irrevocable right and unrestricted permission concerning any photographs. I understand that all footage is the property and rights of the San Diego Bay Wine & Food Festival® and agree that I/my company will not receive any compensation for the use of any images or likeness in the filming or airing of the Festival. The San Diego Bay Wine & Food Festival® reserves the right to use all recipes, photos, and biographies in Festival promotional materials including, but not limited to, the official website, advertising and marketing collateral, to use, reuse, publish, and republish the photographs in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name/company name in connection with any use the Festival so chooses. I/my company releases and discharges the Festival from any and all claims and demands that may arise out of or in connection with the use of the photographs, biographies, or recipes, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of the Festival, as well as the person(s) for whom the Festival took the photographs. I am a legally competent adult and have the right to contract in my own and my company's name. I have read this document and fully understand its contents. This release shall be binding upon me, my company, my heirs, legal representatives, and assigns.

The San Diego Bay Wine & Food Festival® reserves the right to refuse service to any individual or company. All terms and regulations for the San Diego Bay Wine & Food Festival® are subject to change, and all final decisions regarding terms of regulations are at the discretion of Festival Management.

All wine, beer, spirits, and/or food is donated, and you are responsible to transport your product to each event unless other arrangements have been made with Festival Management. We are not responsible for missing wine or product at the event; your product is your responsibility.

## **CANCELLATION**

For paid exhibitor registrations, cancellations must be submitted in writing and received by July 1, 2022 to receive a full refund minus \$50 handling fee. By August 1, 2022 – 50% refund. After August 1 – no refund. For complimentary/restaurant registrations, cancellation notice must be made in writing by October 15th. Failure to do so will result in a \$250 assessment to cover the cost of rentals and making late changes to the festival layout and communications. The fee of \$250 will be charged in the case of late cancellation and/or no-show. Failure to pay the fee could result in future disqualification for participation. Contract terms and conditions for cancellations of sponsorship/enhanced exhibitor relationships supersede these terms and conditions.

## **COVID PROTOCOL**

San Diego Bay Wine & Food Festival's first priority is the safety and health of our attendees, sponsors, entertainers, production crew, volunteers, and staff. We are working closely with our venue and the Health Department to ensure that the San Diego Bay Wine & Food Festival in November will be a fun and entertaining experience that is safe for everyone. As such, all attendees will be required to abide by our COVID-19 Protocol, which will evolve as we get closer to the event and may include any or all of the following measures: liability waivers, face coverings, social distancing, non-invasive temperature checks, testing, or proof of vaccination. San Diego Bay Wine & Food Festival reserves the right to modify and add requirements at its sole discretion. We will update this page with those protocols as we get closer to the event. Cooperation with published health and safety protocols on-site will be required to enter and participate in the Festival.

## **INSURANCE**

Exhibitor, Sponsors, and Display Contractor(s) shall maintain Comprehensive General Liability Insurance and Personal Injury coverage for all Exhibitor's activities at the show, all at Exhibitor's sole cost and expense. Policy limits shall be at least \$1,000,000/\$1,000,000 Bodily Injury and Property Damage combined. Exhibitor and exhibitor display contractor(s) shall also maintain, at their sole cost and expense, Workers Compensation Insurance for employees participating in the

show. Evidence of insurance coverage in the form of a valid Certificate of Insurance specifying that coverage include activities at the show must be provided to San Diego Bay Wine & Food Festival® prior to move-in and exhibiting. Exhibitor/Sponsor warrants that Exhibitor/Sponsor has and shall have insurance complying with these insurance requirements and with such other requirements as may be in the Rules & Regulations. Evidence of insurance coverage in the form of a valid certificate of insurance must be supplied to San Diego Bay Wine & Food Festival® before move-in and exhibiting.

#### **FORCE MAJEURE**

Neither party shall be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, epidemics/pandemics, strikes, lockouts, fires, acts of God, threats of acts of terrorism or similar acts, curtailment of interruption of transportation facilities, cancellation of the Event, resolutions and regulations (including, but not limited to, those regarding travel, self-quarantine and gathering size) imposed by any state within the United States of America, State Department or other governmental closure, prohibition or limitation of travel by any government employees, corporate and educational institution travel restrictions, civil disturbance, or any other activities or factors beyond its control that makes it inadvisable, impractical or impossible to hold the Event, whether similar or dissimilar to any of the foregoing. If the Event is cancelled through no malfeasance of Exhibitor/Sponsor, Exhibitor/Sponsor fees shall be rolled over until the event is rescheduled. Exhibitor/Sponsor shall not, however, be entitled to reimbursement for out-of-pocket expenses incurred in connection with the Event

#### **PAYMENT POLICY**

Signed contract and full payment must be received by applicable registration dates in order to receive discounted rates.

#### **RELEASE OF LIABILITY/INDEMNIFICATION**

Exhibitor/Sponsor hereby releases San Diego Bay Wine & Food Festival, Fast Forward Ventures, LLC, World of Wine Events, LLC, and Fast Forward Futures, Inc, (collectively known as Festival) its officers, directors, employees, agents, or representatives from any and all liability, demands, or claims for personal injury, sickness, or death, as well as property and expenses, of any nature whatsoever which may be incurred by Exhibitor/Sponsor during participation in any activities related to the Festival, including transportation, regardless of whether or not damages or injuries are caused directly or indirectly by the negligence of Festival's officers, directors, employees, agents, or representatives.

Exhibitor/Sponsor shall indemnify and hold Festival harmless for any and all claims, demands, losses, costs, obligations, and liabilities Festival may incur or suffer in direct or indirect relation to Exhibitor/Sponsor's acts or omissions at the EVENT. Exhibitor/Sponsor shall also indemnify and hold Festival harmless from any and all claims, demands, losses costs, obligations and liabilities that Festival may incur or suffer as a result on Exhibitor/Sponsor's breach of any agreement, covenant or warranty in this agreement. Exhibitor/Sponsor shall further indemnify and hold Festival harmless from any and all liabilities, claims, and causes of actions arising from the operation of the EVENT. The indemnity obligations of this paragraph shall include indemnity for reasonable attorney fees and court costs incurred.

This Agreement shall be governed by the laws of the State of California and shall be binding upon Exhibitor/Sponsor's heirs, successors, agents or assigns and shall be for the benefit of Festival, their employees, officers, agents, affiliate, agents and assigns, and volunteers, AND donors.