



Dear Participant:

UNCORKED with a Twist is scheduled for Tuesday, July 28th at the Shambles in Headhouse Square (the “Shambles”), in the Society Hill neighborhood in Philadelphia. The second-annual UNCORKED event will feature over 120 wine and ready-to-drink tastings, fresh summer hors d’oeuvres, music, an on-site Fine Wine & Good Spirits store and fun summer outdoor activities. We are thrilled by your participation in this year's event and will do our best to make the registration process easy and seamless.

UNCORKED with a Twist is produced by *Philadelphia* magazine/Metro Corp. All communication about this event will come directly from our Center City Philadelphia office. Your primary contact for the event is Alicia DeFillipo. Alicia can be reached at (215) 279-8316 or adefillipo@phillymag.com. Please do not hesitate to contact us at any time should you have questions or concerns. We welcome your feedback.

Best wishes for another successful event!

Sincerely,

Philadelphia magazine and the UNCORKED with a Twist team

REGISTRATION REQUIREMENTS AND PAYMENT INFORMATION

Upon your acceptance of the PLCB's invitation to attend the Philadelphia Uncorked with a Twist, your contact information and brand names will be forwarded to the *Philadelphia* magazine office.

All event logistics and payment requests will come from *Philadelphia* magazine's office directly. Once again, we are requesting your payment be made online this year.

TIER 1 - \$250

6' table for samplings

TIER 2 - \$400

6' table for samplings

10x10' activation space – activation supplies to be provided by vendor

TIER 3 - \$500

Wine Trucks & Vans

TIER 4 - \$1,000

6' table for samplings

10x15' activation space w/ seating for 8

10x10' tent

Please visit the Vendor registration page to process your payment for the event:

<http://www.upcomingevents.com/e/vendor-signup-philadelphia-magazines-uncorked-with-a-twist-22653/>

The deadline for payment is Tuesday, June 30th, 2015

Along with basic registration questions, we have included a question asking which product(s) you are purchasing a table(s) for. This will help us keep track of our payments and registration.

If you are paying for a large sum of tables and need to make payment via check, please contact Alicia DeFillipo directly at (215) 279-8316 or adefillipo@phillymag.com to make the proper arrangements.

PRODUCT AND PRODUCT DELIVERY

As this event is geared specifically for young professionals, UNCORKED with a Twist anticipates attendance to be about 400 people all of whom range in age from 24-35. Please adjust your wine pours to this figure. We request that even if you run out of product mid-event that you leave your table as clean as possible and do not break down or carry materials out of the venue until the completion of the Event.

Wine Deliveries, as well as table décor, will NOT be accepted prior to the event. All items must be brought with you on the day of the event. Load in/out will take place on the day of the event and will be on Second Street between Pine and Lombard Streets. Vehicles will need

to be unloaded and then moved to a parking lot near the venue. There will be no complimentary parking provided.

EVENT DAY SCHEDULE

Event: UNCORKED with a Twist

Date: Tuesday, July 28th, 2015

Time: 6:00pm – 8:30pm

Venue: The Shambles in Headhouse Square (the “Shambles”), 2nd and Pine Street, Philadelphia, PA, 19147

Vendor Load In: 12:00pm – 4:00pm

Vendor Load Out: Immediately following the event at 8:30pm

Load-In Information: As stated above, Vendor load-in will occur on the day of the Event between 12:00 – 4:00 PM. We recommend pulling up on 2nd Street to quickly unload your product and even supplies and then immediately moving your vehicle(s) to the nearest public parking spaces or parking garages (Park of America & EZ Park are located within walking distance). **Please note: you will need to bring your own hand cart(s).*

As the event gets closer, we will be in touch regarding more specific load in times and details. You will also receive your assigned table number. Each vendor table is allotted two vendor passes which will be accessible upon arrival at the venue during load in.

VENDOR DETAILS

Company Information:

Name: (Please print the name you would like to see used on your table signage and in all marketing materials surrounding the Event):

_____ (“Vendor”)

Address: _____

City: _____ State: _____ Zip: _____

Company Representative(s) Information:

Name:

E-mail: _____ Phone: () _____ - _____

Name:

E-mail: _____ Phone: () _____ - _____

Day-of-Event Contact Information *(if different than the above)*:

Name:

E-mail: _____ Phone: () _____ - _____

VENDOR SERVICES

On July 28, 2015, between the hours of 6:00 PM and 8:30 PM, Vendor agrees to participate in the Event by providing and operating a booth and the service(s) and/or product(s) detailed below, subject to *Philadelphia* magazine’s approval.

The Vendor requests permission, which may be withheld in *Philadelphia* magazine’s sole discretion, to offer the following service(s) and/or product(s) at its table:

VENDOR BENEFITS AND ACCOMODATIONS

Each Vendor will be provided with the following:

- (2) Vendor Badges;
- 6' table with linen;
- Cocktail napkins;
- Dump Bucket;
- Ice Bucket;
- Ice;
- Table Top Signage;

- Other Requests: Please list other requests (such as electrical requests) below and we will do our best to accommodate you. We do not guarantee that we will accommodate your request, and we cannot accommodate electrical requests made the day of the event. If you need access to electricity, please note how many outlets you will need and what you will be plugging in.

*Please note: You must provide your own extension cords.

Vendor understands that the Vendor Benefits may change as Event planning unfolds, may be subject to various guidelines, and may be made to conform to other logistical requirements of the Event.

EVENT TICKETS

As a participant of Philadelphia’s UNCORKED with a Twist, you are eligible for a \$10 off event tickets. The code is VENDOR. Please do not forget to put this in the “promotional code” box on the ticketing page!

Event and group discount tickets can be purchased at:

<http://uncorked.upcomingevents.com/phillymag/>

PARKING

All Vendors may park at the convenient parking garages on 2nd & Lombard St and 3rd & South St. Being that this is a center city location, metered street parking is limited.

OVERNIGHT ACCOMODATIONS

The Shambles is located in Center City Philadelphia. Below is a list of recommended hotel accommodations for the area:

Hyatt at Penns Landing

201 South Christopher Columbus Blvd.
Philadelphia, PA 19106

Sheraton Society Hill

1 Dock Street
Philadelphia, PA 19106

Hotel Monaco

433 Chestnut Street
Philadelphia, PA 19106

Philadelphia Marriott Downtown

1201 Market Street
Philadelphia, PA 19107

VENDOR AGREEMENT & GUIDELINES

Terms & Conditions:

1. Food & Beverages

Vendor may not provide food or beverages on or about the Venue without first obtaining written permission from The Shambles and *Philadelphia* magazine, which permission may be withheld in their sole discretion.

2. Timing

Vendor may begin to set up no earlier than 12:00 PM and must clear the Venue no later than 9:00 PM on July 28, 2015. Vendor must be prepared to participate in the Event from 6:00 PM until 8:30 PM. Vendor shall strictly adhere to these starting and finishing times.

3. Vendor Materials

Vendor shall provide to *Philadelphia* magazine logo(s) and other materials necessary for *Philadelphia* magazine's provision of the benefits set forth in the Vendor Benefits description, including the Vendor Agreement, and any other information that Vendor provides to *Philadelphia* magazine (the "Vendor Materials"). Vendor grants *Philadelphia* magazine all rights to use the Vendor Materials in any media and for any purpose in connection with the operation and publicity for this Event (including, but not limited to editorial, artistic, promotional, or advertising purposes), without notice to Vendor, without further compensation, and without Vendor's approval. Vendor also grants *Philadelphia* magazine the non-exclusive, non-

transferable, royalty-free right to use its names, trademarks and logos (the "Vendor Marks") as contemplated herein.

Vendor shall provide the Vendor Materials to *Philadelphia* magazine no later than June 30, 2015.

All Vendor Materials are subject to *Philadelphia* magazine's prior approval as to the nature, form, and/or content thereof. All Vendor Materials are subject to the requirements of any governmental or other legal compliance standards and practices. Vendor understands that *Philadelphia* magazine has the right, in its sole discretion, to reject, modify, edit and revise the Vendor Materials without Vendor's consent.

4. Publicity Release

Vendor, on behalf of itself and all employees, agents, and other representatives present at the Event ("Vendor Representatives"), authorizes *Philadelphia* magazine, its affiliates, successors, assigns, and licensees to use, exhibit, transmit, broadcast, publish, and license, on a world-wide basis, in perpetuity, and by digital or other method, any film or videotape, audio recording, footage, photograph, negative, reproduction and/or other recording ("Recordings") of the likeness of Vendor and Vendor's Representatives taken during the Event, in whole or in part, as may be changed, made through, and used in any medium whatsoever (now existing or hereinafter created) and in all forms of marketing and advertising, now or at any time in the future.

Vendor further grants, assigns, and transfers to *Philadelphia* magazine all rights of every nature relating to the reproduction and use of the Recordings, and hereby waives any rights that Vendor and Vendor's Representatives may have, including any right to inspect or approve the reproduction and use of the Recordings. Vendor grants permission to the *Philadelphia* magazine to modify or alter the Recordings in its discretion. Vendor also consents to the use of Vendor and Vendor Representative's name(s) in connection with the Recordings.

Vendor releases *Philadelphia* magazine, and its officers, directors, agents, and employees from any and all claims which the Vendor or Vendor's Representatives may have at any time by reason of the use of the likeness of Vendor and Vendor's Representatives as contemplated herein, including, without limitation, claims arising from rights of privacy or publicity.

5. Independent Contractor

Vendor acknowledges and affirms that it is an independent contractor and not an employee of *Philadelphia* magazine. Vendor also acknowledges and affirms that it is responsible for determining the means and methods of performing the services contracted for under this Agreement and for all expenses and costs incurred in performing such services.

6. Insurance

Vendor shall obtain the required insurance coverage outlined in Exhibit A (attached hereto). In addition, each and every such policy shall be endorsed to show *Philadelphia* magazine, South Street Headhouse District of Philadelphia, and the City of Philadelphia as additional named insured's and shall contain a waiver of subrogation rights and shall provide for no less than ten (10) days notice of any cancellation or adverse change to such policy. The required certificate(s) of insurance must be delivered to *Philadelphia* magazine no later than June 30, 2015.

The issuance of any insurance policy required under this Agreement and the minimum limits specified herein do not limit or restrict the Vendor's liability arising under or out of this Agreement.

7. Representations & Warranties

Vendor hereby represents and warrants that:

- a. It has the full power and authority to make this agreement and grant all the rights granted hereunder;
- b. It will comply with all applicable federal, state, and local laws and ordinances in the use of the Venue and provision of services and products at the Event;
- c. It will comply with all rules and regulations that apply to the Venue and with the directions of all employees or agents responsible for the operation or security of the Venue;
- d. It will comply with all guidelines provided by *Philadelphia* magazine for the purpose of complying with *Philadelphia* magazine's obligations to produce the Event in conjunction with third parties; and
- e. It has not and will not represent itself to be an agent or employee of *Philadelphia* magazine or Metro. Corp., *Philadelphia* magazine's parent company.

Vendor shall be solely responsible for acts and omissions of its employees, subcontractors, vendors, agents and employees, and any other persons or entities performing any services for or on behalf of the Vendor in connection with the Event.

8. Indemnification & Release

Vendor and its employees, contractors, subcontractors, vendors, and agents hereby agree to defend, indemnify, and hold harmless Metro Corp. (d/b/a *Philadelphia* magazine) and their affiliates, agents, employees, trustees, officers, faculty, students, and invited guests from and against all actions, causes of action, claims, and demands and from all costs, damages, expenses, charges, debts, and liabilities (including attorneys' fees) that arise from or are connected with the Event, Vendor's use of the Venue, and/or the performance or non-performance of Vendor's duties under this Agreement, any breach of the representations and warranties the contained herein, and any injuries or losses resulting directly or indirectly from the Vendor's participation in and provision of goods or services at the Event.

Vendor releases and waives any and all claims, demands, or causes of action against Metro Corp. (d/b/a *Philadelphia* magazine) and their affiliates, agents, employees, trustees, officers, faculty, students, and invited guests that arise from or are connected with the Event, Vendor's obligations pursuant to this Agreement and use of the Venue, any injury to Vendor's employees, invitees, guests or agents, or damage to or loss of Vendor's property that Vendor brings or stores onsite the Venue. Any property left at the Venue after the time period defined below will be considered abandoned and may be discarded.

9. Termination

Philadelphia magazine may terminate this Agreement at any time and in its sole discretion. In the event Vendor fails to comply with any of the terms and conditions of the Agreement, *Philadelphia* magazine reserves the right to retain as damages any fees Vendor paid under this Agreement, without prejudice to any other legal rights or remedies the *Philadelphia* magazine may have.

10. Assignment

Vendor may not assign any right it receives under this Agreement.

Agreed to By:

I have carefully read this Vendor Agreement and I agree to the terms contained therein.

VENDOR:

Signature: _____

Name: _____

Title: _____

Date: ____/____/2015

***Philadelphia* magazine reserves the right to assign space as equitably as possible. Space will be granted on a first-come first-serve basis.**

Please return ALL requested forms and certificates of insurance to Alicia DeFillipo at adefillipo@phillymag.com

on or before June 30, 2015

EXHIBIT A

UNCORKED with a Twist- Vendor Insurance Requirements
COI Deadline: June 30, 2015

Vendor shall carry Commercial General Liability Insurance, Business Automobile Insurance, Workers' Compensation & Employer's Liability Insurance, and Commercial Umbrella Liability Insurance (using acceptable coverage forms) and Vendor shall provide Metro Corp. (d/b/a Philadelphia Magazine) with a Certificate of Insurance naming *Philadelphia* magazine, South Street Headhouse District of Philadelphia, and the City of Philadelphia as additional named insured's with respect to liability for any claim arising out of the negligence of the Named Insured.

Certificate Holder: Metro Corp. (d/b/a Philadelphia Magazine), 1818 Market Street, 36th Floor, Philadelphia, PA 19103

The coverage provided by Vendor and reflected on its Certificate of Insurance shall include coverage for:

Commercial General Liability (CGL) (occurrence form) coverage not less than:

- | | |
|-------------|---|
| \$1,000,000 | General Aggregate |
| \$1,000,000 | Products and Completed Operations Aggregate |
| \$1,000,000 | Premises / Operations (Each Occurrence) |
| \$1,000,000 | Personal & Advertising Injury (Each Occurrence) |
- Coverage must be placed with a carrier rated not less than A-, by A.M. Best Co.

Commercial Umbrella Liability coverage not less than:

- | | |
|-------------|---|
| \$2,000,000 | Policy Aggregate |
| \$2,000,000 | Products & Completed Operations Aggregate |
| \$2,000,000 | Premises / Operations (Each Occurrence) |
- The schedule of underlying coverage shall include liability arising from premises/operations, products/completed operations, personal and advertising injury, Commercial Automobile Liability, Liquor Legal Liability and Employer's Liability

Workers' Compensation & Employer's Liability coverage limits not less than:

- | | |
|-------------|-------------------------|
| \$1,000,000 | Each Accident |
| \$1,000,000 | Disease – Policy Limit |
| \$1,000,000 | Disease – Each Employee |
- Coverage must be placed with a carrier rated not less than A-, by A.M. Best Co.
 - Coverage must be provided in all States in which the work is to be performed or elsewhere as may be required

Commercial Automobile Liability coverage not less than:

- | | |
|-------------|----------------------------------|
| \$1,000,000 | Combined Single Limit (CSL) -or- |
| \$1,000,000 | Bodily Injury per Accident |
| \$1,000,000 | Bodily Injury per Person |
| \$1,000,000 | Property Damage |
- Coverage must be provided for liability arising out of all owned, leased, hired and non-owned automobiles.
 - Coverage must be placed with a carrier rated not less than A-, by A.M. Best Co.

Liquor Legal Liability (occurrence form) coverage not less than:

- | | |
|-------------|-------------------|
| \$2,000,000 | General Aggregate |
| \$1,000,000 | Each Occurrence |
- Coverage must be provided where the contractor/Vendor will be serving or distributing alcoholic beverages at any event.

EXHIBIT A

The certificate must include the following as an Additional Insured(s) and shall contain a waiver of subrogation rights:

Metro Corp., and its parents, subsidiaries, affiliates and assigns existing now or hereafter, including *Philadelphia* magazine are Additional Insured

- and -

South Street Headhouse District of Philadelphia and the City of Philadelphia

Sponsor must provide *Philadelphia* magazine written notice of any reduction, cancellation or non-renewal of coverage at least ten (10) days prior to the effective date thereof.

Certificates of Insurance must be emailed to adefillipo@phillymag.com or mailed to the address below to the attention of Alicia DeFillipo no later than June 30, 2015

Philadelphia Magazine
1818 Market Street
36th Floor
Philadelphia, PA 19103

For insurance related questions please contact Alexandra Hill
ahill@metrocorpmedia.com