



Agreement to Serve Alcohol at the 'Cheers to Crystal' Fundraising Event

Event Overview

'Cheers to Crystal' is an alcohol tasting event being sponsored by the Crystal Fund for Community Progress (Crystal Fund); a 501 (c) (3) non-profit organization. Funds generated from the event will be used to make improvements to parks and neighborhoods in the City of Crystal, MN. This event is consistent with MN Statute, section 340A.418.

The Event Time & Location

'Cheers to Crystal' will be held on **Friday, March 20th from 6:00-9:00 PM** at the Crystal Community Center, 4800 Douglas Drive N, Crystal, MN 55429. The event will be held indoors, and will include craft beer and wine sampling, live music, and food. Additional information can be found at: www.cheerstocrystal.com.

This agreement is being made between the Crystal Fund (Sponsor) and
_____ (Vendor).

In consideration of the mutual promises set forth in this Agreement, the parties each intending to be legally bound, agree as follows:

1. Sponsor of the Cheers to Crystal event is the Crystal Fund for Community Progress (Crystal Fund), a 501 (c) (3) non-profit organization.
2. **The event will be held on Friday, March 20, 2020 from 6:00-9:00 PM at the Crystal Community Center, 4800 Douglas Drive North, Crystal, MN 55429.**
3. The Crystal Fund will obtain a temporary on-sale liquor license and liability insurance, including liquor liability, for the event. Vendors are also required to provide insurance – including liquor liability (see insurance section below).
4. Vendor is a brewery, winery or alcohol distributor.

5. Vendor Responsibility

- (a) Subject to all of the terms of this Agreement, Crystal Fund hereby engages Vendor for the term of this Agreement, and Vendor accepts such engagement. Vendor must provide enough product to cover tastings for 200 attendees using 5oz glasses.
- (b) Event representation will be provided by Vendor or Vendor's distributor. Vendors must have at least one person in operation of the booth at all times.
- (c) Vendor responsible for all materials for your booth: signage, materials for marketing your beer, draft boxes, ice tubs, etc. Vendor is responsible for setting up the booth.
- (d) Vendor or Vendor's distributor shall arrange for delivery of product to the event during the specified check-in time (below).
- (e) Vendor check-in will begin at 3:30 pm and must be completed by 5:30 pm. Booth and all supplies must be removed by 10 pm. Please do not tear down before 9pm.
- (f) Vendor will promote the event and your participation through website, email, social media, etc. Please send a high-res version of your logo to Michelle Strand: michelle@cfcpsc.com so we can include your logo in our marketing.
- (g) This Agreement will remain in effect from Effective Date until the conclusion of the event on March 20, 2020.

6. Vendor shall submit with this Agreement proof of the following insurance coverage effective for the above date in the form of a Certificate of Liability Insurance.

- a. **Commercial General Liability Insurance** of not less than \$500,000 each occurrence.
- b. **Liquor Liability Insurance** of not less than \$500,000 each occurrence.
- c. **Additional Insured** - the certificate must list as an additional insured party the Crystal Fund for Community Progress and City of Crystal; Cheers to Crystal Event
- d. **Date** – the certificate must state the event date of March 20, 2020.
- e. **Certificate Holder** – Crystal Fund for Community Progress and City of Crystal
Crystal Community Center
4800 Douglas Drive
Crystal, MN 55429

**Please make sure your insurance company understands our requirements because you will not be allowed to set up without the properly filled out certificate.*

7. Vendor Payment. A \$100.00 stipend toward beer and wine distributed at the event is available to those breweries that require one; however, since this is a fundraiser event, there are two options:
- a. Instead of receiving a stipend for the product, Vendor would like to donate the beer/wine to the event.

- b. Vendor will invoice the Crystal Fund. The Crystal Fund will mail a check as notated on the invoice. Invoices can be sent by April 30, 2020 to:

Crystal Fund
Attention: Michelle Strand
3430 Douglas Drive North
Crystal, MN 55422

Or, you may email your invoice to michelle@cfcpinc.com.

If your invoice is not sent by April 30, your product will be considered a donation to the Crystal Fund.
Thank you!

8. **The Crystal Fund will provide** one 10' x 10' space with an 8-foot table, chairs, two vendor passes to the event (additional passes \$10), security, tasting glasses, ice for tubs, hand washing stations, marketing & promotion, entertainment and operations.
9. The Crystal Fund reserves the right to prohibit and remove the exhibit and/or sale of items that are not in keeping with the nature of the event and which offend the moral standards of the community or are found to be causing a nuisance or disturbance within the venue or on the grounds. Similarly, no unethical or unlawful practice will be tolerated.
10. Although there will be police / security at the event, the Crystal Fund and the City of Crystal assumes no responsibility for the security of the Vendor's property and the Vendor agrees to hold the event venue harmless in this regard.
11. All persons, companies or organizations operating a booth space do so as independent contractors and not as employees or agents of the event or its management herein, and as such assume all responsibility for withholding taxes, Social Security, State taxes, Public liability and Worker's Compensation Insurance and also assume responsibility for insurance coverage to, from and during the event and for accident or injury to himself and/or his equipment.
12. ALL booth staff must be 21 years or older with a valid photo ID.
13. No alcohol sales are permitted at your booth. All merchandise items for sale must be conspicuously priced on signs near the individual items.
14. Any Vendor selling merchandise must provide with this contract the completed Minnesota Revenue Operator Certificate of Compliance. <https://www.revenue.state.mn.us/sites/default/files/2011-11/st19.pdf>
15. Binding Effect. Vendor's registration and acceptance of the terms of this Agreement will legally bind Vendor and require Vendor to either provide beer or the monetary value of such beer to Cheers to Crystal.
16. Nature of Relationship. Nothing herein shall be construed to create an employer-employee relationship between the Crystal Fund and Vendor. It is expressly understood and agreed that Vendor is not an employee of the Crystal Fund or City of Crystal with respect to the services contemplated by this Agreement.

- 17. Modification. This Agreement may be modified or amended only by a signed written agreement by both the Crystal Fund and Vendor.
- 18. Governing Law. The laws of Minnesota will govern the validity, construction, and performance of this Agreement.
- 19. Entire Agreement. This Agreement supersedes all previous and contemporaneous oral negotiations, commitments, writing and understandings between the parties concerning the matters in this Agreement.
- 20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same document. Vendor execution and delivery of the Agreement shall be legal, valid and binding execution and delivery for all purposes.

IN WITNESS WHEREOF, Crystal Fund and Vendor have executed this Agreement as of the date below. *With my signature, I certify that I have read, understand and agree to abide by the above stated rules and that said rules are part of the agreement as fully set forth herein. I realize that failure to comply may result in my being asked to leave during the festival and that I would forfeit all fees. I understand that I am responsible for my own space, materials, insurance and permits, and shall hold harmless the Crystal Fund, The City of Crystal and any other parties involved in the event.*

SPONSOR:

VENDOR:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

***Return Completed Agreement
and Certificate of Insurance to:***

***Crystal Fund
Attention: Michelle Strand
3430 Douglas Drive North
Crystal, MN 55422
Or, email documents to michelle@cfcpsc.com***