



2023 VENDOR/SPONSORSHIP APPLICATION AGREEMENT

This Vendor/Sponsorship Agreement [known hereafter as the "Agreement"] is executed on _____ of _____, 2022 between _____ [known hereafter as the "Sponsor"] and the Hoosier Chocolate Fest [known hereafter as "HCF."]

TERMS OF AGREEMENT

Provide the website address or social media page address you want to have audience directed to in social media posts or event emails:

I. Demonstration Presenter

The Vendor would like to present during the Hoosier Chocolate Fest on either Friday, January 27 or Saturday, January 28. Each demonstration will last twenty (20) minutes with ten minutes of clean-up and prep in between each demonstration. Please bring all the ingredients that you will need for the demonstration. We ask that you bring a sample of the finished product (baking/cooking). An oven will not be available in the room, but we will have burners set up. The Planning Committee will provide you with bowls, mixers, utensils, etc. Please specify below.

- Baking with Chocolate
- Cooking with Chocolate
- Mixology – Chocolate Drinks

What do you plan to prepare?

Materials Needed for Demonstration (not ingredients)

II. Vendor Participation Selection

2.1 Insurance

- The Vendor must provide a General Liability Certificate of Insurance for \$1,000,000 listing The Sixpence (4400 N 1000 E, Whitestown, IN 46075) and the Westfield Chamber of Commerce (116 East Main Street, Westfield, IN 46074-8924) as additionally insured.



2.2 Boone County Health Department

- Vendors who sell or sample any food for consumption on-site must have a seasonal vendor permit from the Boone County Health Department. Please get in touch with the Boone County Health Department to apply for your permit when you submit your application.
- Foods prepared off-site must be made in a kitchen that meets the Boone County Health Department standards. Products may be made by the Vendor in a certified kitchen or in a home-based kitchen that meets the risk and labeling requirements of the Boone County Health Department.
- For artisanal and ready-to-eat foods, priority is given to vendors who utilize local ingredients. Products may be made by the Vendor in a certified kitchen or in a home-based kitchen that meets the risk and labeling requirements of the Boone County Health Department.

The Vendor has chosen to participate in the Hoosier Chocolate Fest event and has selected the following:

- Vendor Booth & Primary Table Participation (01/27/23 & 01/28/23)
 - Vendor agrees to pay \$500.00 if they cancel without cause or do not show up to the event.
 - Provide a minimum of 1,000 chocolate samples.
 - Receive \$300 from HCF in form of gift card / chocolate box purchases to be used at event.

Chocolate Samples company plans to provide:

- Vendor Primary Table Participation Only (01/27/23 & 01/28/23)
 - Vendor agrees to pay \$250.00 if they cancel without cause or do not show up to the event.
 - Provide a minimum of 750 chocolate samples.
 - Receive \$100 from HCF in form of gift card / chocolate box purchases to be used at event.

Chocolate Samples company plans to provide:



III. Sponsorship Plan Selection

The Sponsor has chosen to support the Hoosier Chocolate Fest event and has selected the following Sponsorship level:

- Title Sponsor (\$7,500; 1 Available)
- Social Media Sponsor (\$2,000; 2 Available)
- Chocolate Chef Demonstration Sponsor (\$1,000; 1 Available)
- Chocolate Mixologist Demonstration Sponsor (\$1,000; 1 Available)
- Musician Sponsor (\$2,000; 1 Available)
- Complementary Valet Sponsor (\$2,000, 1 Available)
- Take-Home Box Sponsor (\$1,000 or product; 1 Available)
- Photographer Sponsor (\$2,000; 1 Available)
- Chocolate Fest Decorations Sponsor (\$500, 5 Available)
- Swag Bag Sponsor (\$3,000; 1 Available)
- General Event Sponsor (\$300; 20 Available)

IV. Corporate Partnership Selection

The Company has chosen to support the Hoosier Chocolate Fest event and has selected the following partnership plan:

- Hoosier Chocolate Fest Corporate Dark Chocolate Partner – 30 Tickets (\$3,000)
- Hoosier Chocolate Fest Corporate Milk Chocolate Partner – 20 Tickets (\$2,000)
- Hoosier Chocolate Fest Corporate White Chocolate Partner – 12 Tickets (\$1,250)
- Hoosier Chocolate Fest Corporate Ruby Chocolate Partner – 10 Tickets (\$1,000)
- Hoosier Chocolate Fest Corporate Partner – 8 Tickets (\$800)

V. HCF Obligations

Per the stated Vendor/Sponsorship plan as determined by the Sponsor in section I of this Agreement. The HCF will provide the Sponsor with all the Vendor/Sponsorship benefits as it is outlined and stated in the Vendor/Sponsorship packet. If HCF is unable to fulfill one of the Vendor/Sponsorship benefits as it is noted in the Vendor/Sponsorship packet, HCF will provide a replacement benefit that is mutually agreeable to both the Sponsor and HCF. Additionally, HCF will ensure that notification of a change of benefits will occur at the earliest possible convenience.



VI. Sponsor Obligations

The Sponsor agrees to pay the amount of \$_____ [Vendor/Sponsorship Fee] made payable to [Westfield Chamber of Commerce] and due immediately within receipt of this signed agreement.

VII. Sponsor Trademarks and Materials

Subject to the terms and conditions of this Agreement, the Sponsor grants the HCF the right to use the Sponsor's trade names, logo designs, trademarks, and company descriptions as provided in Sponsor marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with the 2023 Hoosier Chocolate Fest event. HCF agrees to use materials according to Sponsor's trademark usage guidelines.

The Sponsor agrees to offer the following materials for marketing and promotional purposes:

- a. Full-Color Company Logo (Adobe Illustrator and JPG)
- b. Black & White Company Logo (Adobe Illustrator and JPG)
- c. One Color (all White; Transparent) Logo (Adobe Illustrator or JPG)
- d. Company Branding Guide (if available)
- e. Two (2) high-resolution stock photographs
- f. Company's Communications Primary Contact

VIII. Indemnity

5.1 The Sponsor will indemnify, defend, and hold the HCF harmless from and against any claims relating directly or indirectly to or arising out of, content posted on the Sponsor's respective website, use of Sponsor materials, or use of Sponsor's logos and trademarks.

5.2 The HCF will not be responsible for damage to or loss of property belonging to the Sponsor, its employees, contractors, or agents or for personal injury to the Sponsor's employees, contractors, agents, directors, or invitees except to the extent that claims may be solely and directly attributed to willful misconduct or gross negligence of the HCF and HCF's employers, directors, or officers.

5.3 The Sponsor will give HCF prompt written notice of any suit or claim that comes within the purview of these indemnities.

IX. Limitation of Liability

In no event shall either party be liable to the other party for any consequential, incidental, indirect, or punitive damages regardless of whether such liability results from a breach of contract, breach of warranties, tort, strict liability, or otherwise.



X. Term and Termination

7.1 This Agreement will be valid for the period of October 1, 2022, through December 31, 2023. Following the event, HCF will keep the hoosierchocolatefest.com website live, with all sponsors listed until 180 days before the next Hoosier Chocolate Fest event.

7.2 The HCF may terminate this Agreement at any time for any reason. In the event that the HCF terminates this Agreement for any reason other than Sponsor's breach of Agreement, the HCF shall refund any fees received from the Sponsor and return any materials, equipment, hardware, or software loaned by the Sponsor for the event, at the Sponsor's expense.

7.3 The Sponsor may terminate this Agreement for breach of Agreement by the HCF after giving HCF at least ten (10) days prior written notice specifying the nature of the breach and providing the HCF at least ten (10) days to resolve such breach. If printed marketing materials or social media ads listing the Sponsors name have already been distributed, HCF will pull the sponsor's name from future materials, but no portion of the Vendor/Sponsorship fee will be returned. If a breach occurs less than ten (10) days before the event, the Sponsor may terminate this Agreement if a breach is not resolved by the date before the event but will receive no refund of any fees received from the Sponsor.

XI. Disagreement

In the case of a disagreement at any point, the parties will refer the matter to an independent arbitrator appointed by mutual agreement.

XII. Miscellaneous

9.1 This Agreement will supersede any or all prior oral or written forms of understanding between the Sponsor and HCF. This Agreement may not be amended or modified except when one or both parties execute amendments in writing, and amendments are signed by both parties.

9.2 This Agreement shall be governed by and executed in accordance with the laws of the County of Hamilton in the State of Indiana applicable to agreements made and to be performed entirely within this state.

9.3 The terms and conditions of this Agreement shall not be divulged to any third party without prior written approval from both parties.



In witness whereof, the HCF and Sponsor hereby agree to enter into this Agreement on the day and year first written above by affixing their respective signatures below.

VENDOR/SPONSOR SIGNATURE

Sponsor Company Name

Sponsor Company Contact First and Last Name

Sponsor Company Contact Signature

Sponsor Company Contact Email Address

Sponsor Company Contact Cell Phone

Date

HCF REPRESENTATIVE SIGNATURE

First and Last Name

HCF Representative Signature

Date

Please email your completed form as soon as possible to:
Hoosier Chocolate Fest Organizing Committee
info@hoosierchocolatefest.com