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(864)305-4144

Vendor Agreement

Agreement must be signed by the vendor and approval given BEFORE the vendor engages in any contract with our clients.

This agreement is between _____ (Vendor) and High Spirits Beverage Company, LLC (DBA: The Old Cigar Warehouse) on _____ (Date). This agreement is valid for one year from the signed date. This agreement is not a contract of exclusivity; this just grants the vendor privileges at our venue. Failure to abide by the following guidelines will result in a loss of future privileges. Clients who hire Vendors who fail to comply with this Agreement will be fined \$300 per Vendor.

Company Information

Company DBA Name: _____

Company Legal Name (as shown on insurance): _____

Type of Vendor: _____

Business Phone Number: _____

Emergency Phone Number: _____

Website: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Email Address: _____

What event are you asking for approval for (Event Name & Date): _____

1. General Policies:

a. **Approval**

- i. OCW takes great pride in ensuring the quality of events that are hosted in our venue. We count on our supporting Vendors to provide exceptional service to our Clients, their guests and our staff. We do require the approval in advance of any Vendor, whether paid or unpaid who will be conducting a service or providing goods in our venue.
- ii. Vendors who would like to book a Client's event must submit this Vendor Agreement before securing a contract with the Client. OCW will approve or deny the request within 10 business days.
- iii. OCW reserves the right to deny or exclude any Vendor from working in our venue for any reason. Vendors who have been denied may not book Clients in our space and may be asked to refund deposits for currently booked Clients.
- iv. Vendors who work in the space without approval will result in a \$200 fine per Vendor being billed to the Client.
- v. Vendors who have been approved must maintain a Certificate of Additional Insured with us to continue to book events in the future. Failure to do so will result in being removed from our Approved List.
- vi. We do feature a list of Preferred Vendors on our website. These vendors work in our venue consistently and don't need to ask for approval regularly. Invitation to be a part of this list is given when our team determines that a Vendor has gone above and beyond to provide exceptional customer service and has demonstrated their ability to work well with our venue management team. Vendors invited to this list must maintain a COAI and Vendor Agreement in order to remain featured. OCW can determine at any time to remove a Vendor from the list if we have client or staff complaints about your service.

b. **Equipment Rentals and Use:**

- i. OCW handles all equipment rentals including tables, chairs and linens. The Vendor should communicate with the Client any rental equipment needs at least 30 days in advance so they can be at the venue. OCW doesn't keep extra equipment on hand.
- ii. The Vendor will not add anything onto OCW's third party rental orders. If a Vendor needs to order equipment from a rental company, they should go through the appropriate OCW sales manager.
- iii. The Old Cigar Warehouse cannot be held responsible for any theft or loss of Vendor's equipment, products or vehicles while on-site or in our parking areas.
- iv. The Vendor will be billed for any damages made by their chefs, staff or subcontractors. All damages should be paid within 10 business days to avoid the charges being taken out of your Client's security deposit. Failure to pay stated damages will result in loss of privileges.
- v. In the instance OCW has damaged the Vendor's rented goods, the Vendor must notify OCW of the damages or lost items within five business days. OCW is not responsible for general loss or damages, only for items that we subrented.
- vi. We are not able to accept any deliveries or hold any items before or after the event. If you are receiving a rental order, we ask that you have a staff member on-site to accept it during the delivery time. If items are left after the venue has closed, we cannot guarantee when the venue will be open to pick them up. There is a \$5 per day holding fee for items left beyond three days. OCW reserves the right to charge an additional damage fee if large items are left behind that our staff has to remove in order to set up for the next event.
- vii. Vendor may not move any furniture or rental items without permission.

c. **Payments:** Vendor understands that The Old Cigar Warehouse is not the contracted client, and therefore is not responsible for making any deposits or payments to the vendors. OCW reserves the right to use photos of the Vendor's displays and staff for our advertising and marketing uses.

d. **Client Meetings:**

- i. If the Vendor has not been in our space before, we highly recommend seeing the space before you finalize event details with your client. Appointments can be arranged Tuesday-Friday for site visits.
- ii. With respect to OCW's event schedule and client contracts, the Vendor agrees to refrain from bringing clients by without an appointment, or allowing uninvited guests to enter the venue for any kind of meeting or tasting during an event. Client meetings are allowed by appointment only.
- iii. If the Vendor would like to attend meetings with the Client at OCW, they must make an appointment at least three days in advance. Appointment times are limited due to our event schedule. We do not allow appointments or tours during events, so please don't drop by. Clients are limited to four meetings, additional meetings can be made at a cost of \$25 an hour.
- iv. Vendor should NOT schedule appointments or tours with other clients to take place while setting up or working another client's event. We do not allow outside guests in the building during someone else's event time, please do not invite anyone to "see your set-up" or view your services.

e. Vehicles & Load-in:

- i. The Vendor is only guaranteed one vehicle parked on-site for free. OCW cannot guarantee further free parking. Please bring \$5 per vehicle in case it is needed.
- ii. Vehicles parked in unauthorized spots will be ticketed or towed.
- iii. Vehicles should always be parked in a parking spot, even during load-in. Please DO NOT park alongside the building or block our driveways. You may park in a spot in the back of the building during load-in, but move your vehicle to the grass during the event.
- iv. Do not prop open doors during load-in.
- v. Vendors should bring their own dollies and carts.
- vi. We do not have a place to store dollies or large equipment during an event, so please put any unnecessary items back in your vehicle after you have loaded in.
- vii. All load-in should be completed at least 30 minutes before the event is scheduled to begin.
- viii. All Vendors are required to check out with venue staff before they leave.

f. Event Timeline:

- i. We cannot open any earlier or stay later than the Client's contracted times.
- ii. All set-up and break down must take place within the contracted time. Overtime charges will be billed to the Client at the rate of \$200 every ½ hour.
- iii. We highly recommend that you are set-up and ready to go before any wedding ceremony start. Noise travels in our venue and any set-up sound will be heard.

g. Staff Behavior:

- i. Vendor's staff members should be dressed appropriately for the event.
- ii. No alcoholic beverages or illegal drugs may be brought or consumed on-site by vendors.
- iii. Staff members may smoke in the designated areas by the dumpster, but must not smoke within sight of any guests.
- iv. The Vendor and their staff should maintain a professional demeanor and avoid verbally or physically abusing or harassing OCW staff, venue guests or other vendors. Using profane or sexual language directed towards one of our staff members will result in loss of future privileges.

h. Décor:

- i. OCW has the right to refuse any décor items if they are deemed to be a safety or fire hazard.
 - ii. No open flames are allowed with the exception of sternos. All candles should be in a container with at least a 1" lip.
 - iii. No helium balloons, glitter, confetti or feather boas are allowed.
 - iv. The Vendor should not hang or affix anything to the brick, doors, walls, ceilings or furniture without permission. There are areas you can hang items from the rafters in the Cellar, but you MUST get permission first to ensure you don't damage our sprinkler system.
 - v. Any extension cords or wires MUST be secured with gaffing tape, NOT DUCT TAPE!! Loose cords are a safety hazard and will not be allowed.
 - vi. OCW does not provide any ladders or cherry pickers. If you need to reach something high, please bring your own ladder.
 - vii. All décor items and fixtures must be removed from the site at the end of the event. If your Client is responsible for returning items to you, make sure they understand that and they remove the appropriate items.
- i. **Safety:** In order to maintain a safe facility free from injury or harm, we ask for vendor's cooperation with the following.
- i. If a vendor causes or sees a spill, no matter who caused it or what it is, please clean it up and notify an OCW staff member.
 - ii. All trash should be disposed of safely in the dumpster. Don't carry bags of trash through the venue, carry the whole can and dump it.
 - iii. Vendors should work with our security officers to maintain a safe environment. If you see an incident, trespasser or altercation they should be aware of, please let them know.

2. Vendor Specific Policies. The vendor is responsible for their specific duties as it relates to the appropriate below category:

a. Caterer/Food Service Provider:

- i. Caterers are responsible for setting up, maintaining and cleaning up all food items and service areas. This includes providing any wedding cake cutting service.
- ii. Caterers must bus all tables, including clearing all glassware, trash and china throughout the entire event.
- iii. Caterers are responsible for clearing all trash from the venue during and after. We have a dumpster on-site, but you must take out all your trash.

- iv. Caterers should make sure they are adhering to all DHEC and food safety rules and standards. We do have a DHEC licensed kitchen, so blatant disregard for food safety standards will not be tolerated.
 - v. Caterers are responsible for renting any china plates, cloth napkins or silverware the client requests. If any items are rented directly by the Caterer, someone from your staff must be on-site to receive the rental order and make sure it gets picked up. OCW is not responsible for setting up or breaking down rentals from a vendor.
 - vi. At least one staff member must stay for the entire party to assist with bussing and cleaning. If the Caterer cannot provide a staff member, the client will be billed for the venue to provide additional staff. The Client and OCW should be alerted to this at least 30 days prior to the event.
 - vii. The Old Cigar Warehouse has a prep kitchen that consists of an ice machine, hot box, refrigerator and triple sink. The Caterer is responsible for cleaning the kitchen after the event.
 - 1. All equipment, counters, sinks and cars must be left clean and in working order.
 - 2. Kitchen floor should be swept clean of debris and mopped.
 - 3. No food, china or other dishes should be left behind.
 - 4. The commercial dishwasher may not be used by any Vendor. The dishwasher is only for glassware.
 - viii. The Caterer may bring in additional cooking equipment such as grills, fryers or stoves.
 - 1. All additional cooking equipment that is a potential grease or smoke hazard must be used outside in a designated area. The Caterer is responsible for creating a safe, clean environment for any outdoor cooking. OCW will designate a cooking area. OCW does not provide any tents.
 - 2. If cooking outdoors, the Vendor should provide their own Class K fire extinguisher and grease mat. Vendor is responsible for cleaning any grease spills.
 - 3. Any cooking equipment that is outdoors should be monitored by a staff member at all times.
 - 4. Any cooking that will be done inside, including action stations should be approved by OCW staff in writing in advance. Due to our sprinkler system, NO cooking may be done in the Main Hall. If there is excessive smoke on any station, the Caterer may be asked to move the station outdoors.
- b. **DJ/Musician/Band:**
- i. Musicians are responsible for setting up, maintaining and breaking down their equipment, including all electrical cords.
 - ii. Please be aware of the full event lay-out and plan on supplying sound to all rooms in use. Plan on bringing extension cords that are at least 30' in length. All cords should be secured with gaffing tape, NO EXCEPTIONS.
 - iii. Volume should be maintained at a reasonable level. OCW staff reserves the right to ask the vendor to turn their music down.
 - iv. All music should be amplified towards the inside of the building, not to the exterior.
 - v. Musicians may not hook up to or use our house sound system without written permission from OCW in advance.
- c. **Photographer/Videographer**
- i. For the safety of our guests, Photographers are not allowed to use the Main Hall for any shots while our staff is resetting the room after a ceremony. You can request that our staff let you know when we are done with the reset.
 - ii. Photographers should follow all federal and transportation laws regarding taking photos on the railroad tracks. OCW is not responsible for any fines or tickets incurred by trespassing on the railroad tracks or other nearby private property.
 - iii. While we do allow the use of drones indoors, the Vendor should be in control of the drone at all times and avoid flying it near light fixtures or people.
 - iv. OCW requests the right to use images and videos for advertising from Vendors who work in our space that are published to the public. We use watermarked photos if provided, or will offer credit.

3. Certificate of Insurance, DHEC License & Indemnification

- a. The Vendor must provide a Commercial General Liability Certificate of Insurance naming High Spirits Beverage Company, LLC as an additional insured. Minimum limits are \$1,000,000 per occurrence and \$2,000,000 aggregate for Caterers, Bands, DJ's, Florists and Rental Companies. Photographers and Event Planners minimum limits are \$500,000 per occurrence and \$1,000,000 aggregate. Certificates should be addressed as shown below:
 - High Spirits Beverage Company, LLC
 - DBA: The Old Cigar Warehouse
 - 912B South Main Street
 - Greenville, SC 29601
 - *DO NOT mail certificates to this address.**
- b. All insurance certificates must be turned in at least 14 days prior to the event date.

- c. If Vendor is going to charge the client a fee for providing a COAI to OCW, that fee should be disclosed before the client signs a contract.
- d. Any caterer or food provider should provide a copy of a current DHEC certificate for their base facility.
- e. Vendor agrees to indemnify, defend and hold The Old Cigar Warehouse, its parent company, employees and guests free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses and attorneys’ fees asserted by any person or persons, including agents of employees of the Vendor or venue by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of Vendor, its agents or employees, or the joint negligence of Vendor and any other entity as a consequence of its execution or performance of the agreement or sustained in or upon the premises. This indemnification shall survive the term of this agreement as long as any liability could be asserted.
- f. We reserve the right to use images and photos of the Vendor and their services on our advertising and social media channels.

I, _____ (print name) have read and agree to the policies as stated in this agreement. I understand that I will provide a Certificate of Additional Insured to High Spirits Beverage Company, LLC at least 14 days prior to the event date.

Vendor Signature

Date

This form, along with your insurance and DHEC certificates should be emailed to office@oldcigarwarehouse.com upon booking the event. When emailing insurance certificate, please be sure to reference the event date and client name.