



## 2009 Craft/Business Vendor Application Contract Rules and Regulations

**DATE:** Saturday, October 3<sup>rd</sup>, 2009 (Rain date is Sunday, October 4<sup>th</sup>)

**PLACE:** Cluett-Schantz Memorial Park, Route 9W, Milton, NY

**VENDOR FEES:** **New 2009 vendors \$35; returning 2008 participants \$30.**

1. Vendor Fee is due and payable at the time the contract is returned to *Festival Management*. Vendor understands that once *Festival Management* accepts Vendor as a participant, the vendor fee is non-refundable.
2. The Fee entitles vendors to a 12' x 12' space.

**CONTRACT DEADLINE:** **Sept. 1, 2009**

**NEW YORK STATE SALES TAX:** VENDOR **must** possess a valid N.Y.S. Sales I. D. Number, if applicable, and provide *Festival Management* with a photocopy of a current permit issued by the N.Y.S. Sales Tax Bureau. **Vendor will not be accepted without this certificate, which must be displayed by VENDOR during Festival hours.**

**INSURANCE:** BUSINESS VENDOR must furnish *Festival Management* with a Certificate of Insurance with liability limit of no less than \$1,000,000 and shall name the **Town of Marlborough and Meet Me in Marlborough** as "additional insured" and Cluett-Schantz Memorial Park as the premises for the event. CRAFT VENDOR must complete the attached Hold Harmless Agreement.

### **SETUP**

Vendor booth setup will begin at **8:00am** on Saturday October 3<sup>rd</sup> and your vehicle must be moved to the Vendor Parking area by **9:00 am**. The park will be closed to vendor car traffic from 9:00am to 10:00am. Vendors will be required to show a vendor car pass at check in, which will be mailed to you. Please place it visibly on the dashboard to facilitate admittance. Only 2 vehicles and 2 people per vendor booth will be allowed to enter before festival opens. All others must pay entrance fee.

### **HOURS**

1. The Festival gates are open to the public from 10:00am-4:00pm. Your booth exhibit must be in order by 9:00 am. Vendors may not break down booths before 4:00pm. To insure pedestrian safety, vendors and their staffs' cars will not be allowed on festival walkways before 4:00pm and will not be allowed to leave the park before 4:30pm
2. Vendors will be open for business from 10:00am to 4:00pm regardless of the weather. The *Festival Management* must approve any deviation from posted hours.

### **DECORATIONS AND HOUSEKEEPING**

1. Tent/canopy sides are not required but are recommended for your booth. This always makes for a professional appearance.
2. At the end of the Festival, your area must be left as you found it with all refuse bagged/tied and disposed of in the designated location.

### **PETS**

Pets will not be permitted on the Festival Grounds. Exception only for service/guide dogs accompanying visually or otherwise impaired individuals.

There will be no **HAWKING** or **SELLING/GIVING AWAY OF NON PACKAGED FOOD**.

**RETAIN THIS PAGE FOR YOUR RECORDS.**



# Heart of the Hudson Valley BOUNTY FESTIVAL

Marlborough, NY: A small farming town serving the region

## 2009 Craft/Business Vendor Application

THIS AGREEMENT between "HEART OF THE HUDSON VALLEY" BOUNTY FESTIVAL (herein referred to as "FESTIVAL MANAGEMENT") and \_\_\_\_\_ (herein referred to as "VENDOR") for exhibition space at the "HEART OF THE HUDSON VALLEY" BOUNTY FESTIVAL to be held on Saturday, October 3<sup>rd</sup> at Cluett-Schantz Memorial Park, Route 9W, Milton, NY, 10 am – 4 pm. Rain date is Sunday, October 4<sup>th</sup>.

### VENDOR

(PLEASE PRINT)

BUSINESS: \_\_\_\_\_

OWNER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_

HOME TELEPHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

RAINDATE Telephone Number (Fri eve/Sat morn): \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE (Owner)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**I have read the accompanying Rules and Regulations and agree to abide by them. I further understand that the vendor fee is non-refundable even if the event is rained out for the entire weekend.**

**Make checks payable to:** Marlborough Agricultural Alliance

### Remit Check with Page 2 and 3(if applicable) of Application to:

"Heart of the Hudson Valley" Bounty Festival  
Marlborough Town Hall  
P.O. Box 305 Rt. 9W  
Milton, NY 12547

Website: www.hvbountyfestival.com  
Phone: (845)464-2789 or (845)616-7824

### MERCHANDISE TO SELL/DISPLAY

Please list all specific categories.

### Check Appropriate Item(s)

- Vendor Fee Payable to Marlborough Agricultural Alliance
- Certificate of Insurance for businesses **OR** Hold Harmless Agreement(page 3) for crafters
- Signed Application page 2
- 1 Car Pass including 2 vendor passes
- 2 Car Passes including 2 vendor passes
- I will be using a generator. I will provide 100ft minimum cord

**HOLD HARMLESS AGREEMENT**

This **AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between “Heart of the Hudson Valley Bounty Festival”, with billing address at Marlborough Town Hall, 1390 Route 9W, P.O. Box 305, Milton, New York 12547 and Meet Me in Marlborough with billing address at P.O. Box 1139 , Marlboro, NY 12542 (hereinafter Festival Management), and

\_\_\_\_\_  
(hereinafter Vendor), whose principle office or home is located at \_\_\_\_\_.

It is mutually agreed between the parties as follows:

The Vendor hereby agrees by signing this Agreement that with respect to third parties, that Vendor shall defend with competent counsel, indemnify and hold the Festival Management, the Town of Marlborough and Meet Me In Marlborough and any of its Board members, management, coordinators, agents, employees, and volunteers, harmless from and against any and all liabilities, claims, suits, damages, losses, judgments, penalties, premiums, contributions, fines and increased costs and expenses (including reasonable attorneys’ fees and other expenses) arising out of damages caused by either the willful conduct, error, omission or negligent act of the Vendor or its agents, employees or volunteers. This obligation shall survive the termination of this Agreement. The person signing below also agrees to have authorization on behalf of the Vendor to execute this Agreement on behalf of themselves or the company or organization they represent.

(If this Hold Harmless Agreement is executed by a corporation or LLC, the principal must sign the Personal Guaranty Below).

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

IN PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

**PERSONAL GUARANTY:**

The Undersigned, being a principal of the above corporation or Limited Liability Company, hereby guarantees payment to the Town of Marlborough and Meet Me In Marlborough of all liability assumed by the Vendor herein under the forgoing Hold Harmless Agreement.

Name: \_\_\_\_\_

IN PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_