



2009 Non Profit / Civil Organizations / Community Groups Vendor Application *Contract Rules and Regulations*

DATE: Saturday, October 3rd, 2009 (Rain date is Sunday, October 4th)

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

VENDOR FEES: **Display only (no fundraising or selling) \$10, all others \$15.**

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: 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 **OR** the completed Hold Harmless Agreement on page 3.

SETUP

Vendor booth setup will begin at **8:00am** on Saturday October 3rd 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.

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

RETAIN THIS PAGE FOR YOUR RECORDS.



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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 3rd at Cluett-Schantz Memorial Park, Route 9W, Milton, NY, 10 am – 4 pm. Rain date is Sunday, October 4th.

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 of Application to:

"Heart of the Hudson Valley" Bounty Festival	Website: www.hvbountyfestival.com
Marlborough Town Hall	Phone: (845)464-2789 or (845)616-7824
P.O. Box 305 Rt. 9W	
Milton, NY 12547	

MERCHANDISE TO SELL/DISPLAY

Please list all specific categories including raffles being held.

Check Appropriate Item(s)

- Vendor Fee Payable to Marlborough Agricultural Alliance
- Certificate of Insurance **OR** Hold Harmless Agreement (page 3)
- 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:

