

"Pride of the Heart of the Hudson Valley"
**Buy Local ~ Holiday Extravaganza Event
& Thanksgiving Farmers Market**

2011 Vendor Application
Contract Rules and Regulations

DATE: Saturday, November 19th, 2011

PLACE: The Falcon, 1348 Rt. 9W, Marlboro, NY 12542

VENDOR FEES:

1. Vendor Fee is \$25- new vendors and discounted vendor fee for returning vendors \$20. Payment is due and payable at the time the contract is returned to *Event Management*. Vendor understands that once *Event Management* accepts Vendor as a participant, the vendor fee is non-refundable.
2. The Fee entitles vendors to a space to fit a 8' ft. table and standing/sitting space. (The upper level will have available two tables the = 6' ft for vendor use.

CONTRACT DEADLINE: Monday, November 14, 2011

NEW YORK STATE SALES TAX: VENDOR **must** possess a valid N.Y.S. Sales I. D. Number, if applicable, and provide *Event 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 event hours.**

INSURANCE: VENDOR must furnish *Event 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".

SETUP

Vendor booth setup will begin at 8 am and must be completed by 9:30 am.

HOURS

1. The event open to the public from 10 am- 4 pm. Your booth exhibit must be in order by 9:30 am. Vendors may not break down booths before 4 pm. Vendors will be open for business from 10 am to 4 pm. The *Event Management* must approve any deviation from posted hours.

DECORATIONS AND HOUSEKEEPING

1. We require that your display be created with the Holiday Theme. This always makes for a professional appearance.
2. At the end of the event, 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 event 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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2011 Vendor Application

THIS AGREEMENT between *"Pride of the Heart of the Hudson Valley"*

Buy Local ~ Holiday Extravaganza Event (herein referred to as "FESTIVAL MANAGEMENT") and _____ (herein referred to as "VENDOR") for exhibition space at the "Pride of the Heart of the Hudson Valley" Buy Local Holiday Extravaganza Event to be held on Saturday, November 19th.

VENDOR

(PLEASE PRINT)

BUSINESS: _____

OWNER: _____

BUSINESS ADDRESS: _____

HOME ADDRESS: _____

BUSINESS TELEPHONE: _____

HOME TELEPHONE: _____

CELL PHONE: _____

EMAIL ADDRESS: _____

WEBSITE: _____

DESCRIPTION OF PRODUCT _____

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 of Application to:

"Pride of the Heart of the Hudson Valley" Buy Local Event

c/o Marlborough Agricultural Alliance

P.O. Box 1139

Marlboro, NY 12542

Website: www.meetmeinmarlborough.com

Phone: (845) 464-2789 or (845) 616-7824

Check Appropriate Item(s)

- Vendor Fee Payable to Marlborough Agricultural Alliance
- Photocopy of Sales Tax Cert
- Alcohol Certificate
- Certificate of Insurance
- Signed Application page 2

HOLD HARMLESS AGREEMENT

This **AGREEMENT**, made this ___19th___ day of ___November___, 2011 by and between “Buy Local – Holiday Extravaganza Event”, 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 Event 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:

