



# THE FALLS HARVEST FESTIVAL

## Farm Vendor Application

Event date – Saturday, October 2, 2021

12:00 PM – 7:00 PM

Please return as soon as possible to reserve your spot. No applications accepted after Friday, August 27, 2021.

Business/Organization \_\_\_\_\_

Contact Name & Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail \_\_\_\_\_

Amount of Space	Farm Vendor Fee By 8/27/21	Farm Vendor Fee After 8/27/21
10' x 20'	\$25	\$35

You must supply your own equipment (table, chair, canopy or tent, and lighting)

**NO ELECTRIC AVAILABLE/MUST PROVIDE OWN POWER**

**Amount of Space you require (list qty. and dimensions):** \_\_\_\_\_

Tent and/or Canopy are highly recommended in case of inclement weather. Which will you bring?

\_\_\_ TENT \_\_\_ CANOPY \_\_\_\_\_ Dimensions

**This Application, along with signed contract and payment is due by Friday, August 27, 2021. WGP will e-mail each vendor to confirm receipt of application and approval.**

**\*Included with the contract MUST BE:**

Check payable to Watkins Glen Promotions

Certificate evidencing insurance coverage

Valid New York State Certificate of Authority to Collect Sales & Use Tax

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**Sketch or describe your sales area set up plan. (Trailer, table, tent description, etc.)**

Please list items you plan to offer for sale:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Checks made payable to **Watkins Glen Promotions.**

Included with the contract **MUST BE**

- Certificate evidencing insurance coverage
- Valid New York State Certificate of Authority to Collect Sales & Use Tax.
- New York State Department of Health Permit – Food Vendors Only

VENDOR SET UP / BREAK DOWN (MAIN STREET, MONTOUR FALLS)

Set up time: From 10:00 a.m. to 12:00 p.m. on Saturday, October 2nd. Must be completed by 12:00 noon

Breakdown: May not occur until 7:00 p.m. and completed by 8:00 p.m.

Return application to:

Watkins Glen Promotions  
Attention: The Falls Harvest Festival  
211 N. Franklin Street, P.O. Box 332  
Watkins Glen, NY 14891

Contact us with questions at [Events@watkinglen.com](mailto:Events@watkinglen.com) | Ph# 607-535-3003 | Fax 607-210-4150

Visit our website at [www.FallsHarvestFestival.com](http://www.FallsHarvestFestival.com)  
Find us on Facebook: Montour Falls Harvest Festival

# FARM VENDOR CONTRACT

Contract between \_\_\_\_\_ (hereafter known as VENDOR) and  
Watkins Glen Promotions (hereafter known as WGP) for operation during the event known as the  
Falls Harvest Festival occurring October 2, 2021.

Both parties agree as follows:

## A. RESPONSIBILITIES OF WATKINS GLEN PROMOTIONS

1. WGP shall have the right to review and qualify the product line.
2. WGP shall have the right to terminate the VENDOR Agreement at any time should the VENDOR fail to meet established standards and conditions set forth in this Agreement and conduct sales activities in good faith.
3. WGP to provide space for VENDOR to provide services on the event grounds and reserves the right to limit VENDOR's vehicular access to the event area, as well as to disallow any VENDOR tent/structure that does not meet WGP standards.

## B. RESPONSIBILITIES OF THE VENDOR

1. The VENDOR will not sell or donate space in its booth or site for advertising and/or promotion to any third party without WGP approval.
2. The VENDOR agrees to operate in accordance with regulations set forth in the New York State Health Codes and he/she must be individually permitted, where applicable, to operate by the State of New York.
3. The VENDOR is responsible for paying all applicable federal, state, and local taxes. VENDOR is required by law, to obtain and display a valid New York State Certificate of Authority to collect New York State Sales and Use Tax. A copy of such certificate must be on file with the WGP event organizer by Friday, August 27, 2021. The VENDOR agrees to reimburse WGP for fines, penalties, etc. to WGP as a result of VENDOR non-compliance with New York State Tax Laws.
4. VENDOR agrees to pay all fines/penalties levied to VENDOR and to reimburse WGP for any Fines/penalties levied to WGP as a result of VENDOR's noncompliance with any Federal, New York State, or local law including, but not limited to DEC, OSHA, FCC, DOL, DOH, and EPA.

## C. RESPONSIBILITIES OF BOTH PARTIES - GENERAL INFORMATION

1. VENDOR sales locations are at the discretion of the WGP. Set up time for VENDORS is Saturday, October 2, from 9:00 am - 11:00 am. (Set-up must be completed by noon) Breakdown may not occur until 7:00 pm on Saturday, October 2, and must be completed by 8:00 pm. Vendor agrees to remove all trash and other items from VENDOR'S site, leaving it in an "as was" condition.
2. Any support vehicles required by the VENDOR must be parked in the appropriate area as designated by the WGP event organizer.
3. WGP and the VENDOR shall remain independent contractors, and nothing contained herein or done pursuant hereto shall be construed to create any relationship or principal and agent or employer and employee between WGP and the VENDOR to make them joint ventures.
4. The VENDOR, its affiliated companies, and subsidiaries, agree to be responsible for, and to defend, hold harmless, and indemnify, Watkins Glen Promotions, the Village of Montour Falls, **Schuyler County and their agents, servants, officers,** including reasonable attorney's fees, of liability whether by reason of injury (including death) to the person or property of another or otherwise arising in connection with this Agreement, excepting only claims based upon WGP's sole negligent or intentional acts.
5. **INSURANCE** The VENDOR, its affiliated companies, and subsidiaries agree to secure and maintain during the period of this Agreement the following insurance coverage:
  - Bodily injury.....\$1,000,000.00 per occurrence

- Property Damage.....\$500,000.00 per occurrence
- OR
- \$1,000,000 per Occurrence Combined Single Limit

**The VENDOR agrees to name** Watkins Glen Promotions, the Village of Watkins Glen, and Schuyler County and their agents, servants, officers **as additional insured and to provide a certificate of such coverage no later than September 3, 2021. Additionally, a copy of your certificate of workers compensation insurance is required if applicable. (If VENDOR will have employees working at the festival.) Food vendors must supply a valid NYS Department of Health Permit.**

6. FEES                      \$25.00 - 12' X 12' space for 10' X10' tent

*Contract, and applicable licenses, permits and certificates are due by September 3, 2021.*

If this agreement meets with your approval, please sign one copy where indicated and return it.

**Falls Harvest Festival**

**Vendor**

\_\_\_\_\_

Print name

\_\_\_\_\_

Print name

\_\_\_\_\_

Signature                      Date

\_\_\_\_\_

Signature                      Date

Name of Business _____	
Contact Name _____	E-mail address: _____
Address _____	
City _____	State _____ Zip Code _____
Daytime Telephone #: _____	Fax #: _____

**Return contract to:**  
**Watkins Glen Promotions**  
**211 N. Franklin St.**  
**P.O. Box 332**  
**Watkins Glen, NY 14891**

Questions: Michaela Christensen, [events@watkinsglen.com](mailto:events@watkinsglen.com), 607-535-3003