THE WATERFRONT FESTIVAL

Vendor Application

Event date – Saturday, June 18th , 2022

11:00 AM – 8:00 PM

Please return as soon as possible. ***Applications due no later than Monday, June 13th, 2022.*** ***Any applications received after this date will NOT be considered for the 2022 Festival.***

Business/Organization_____

Contact Name & Title_____

Address_____

City_____ State _____ Zip Code _____

Telephone # ( ) _____ ext. _____ Cell Phone # ( ) _____

Email _____

Describe your products or services below, along with some idea of the sales setup you plan.
(Trailer, just a table, tent, etc.)
Non-Profits are requested to have an interactive activity. Please describe (Provide photos if applicable)

Equipment (table, chair, canopy or tent, lighting)

NO ELECTRIC AVAILABLE/MUST PROVIDE OWN POWER

****Committee will only review applications submitted in full along with payment and contract.****

Signature_____ **Date** _____

Contract between:

And Watkins Glen Promotions (hereafter known as WGP) for operation during the event known as the Waterfront Festival occurring June 18, 2022.

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. VENDOR agrees to pay a fee for booths or sites as described herein and attached as Exhibit A.

2. The VENDOR agrees to set-up and tear down their operations under the time frame described herein and attached as Exhibit A. VENDOR sales locations are at the discretion of the WGP.

3. 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.

4. 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.

5. 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 the date referenced in Exhibit A. 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.

5. **VENDOR agrees that their booth will not be political or religious in any nature.**

C. RESPONSIBILITIES OF BOTH PARTIES - GENERAL INFORMATION

1. Any support vehicles required by the VENDOR must be parked in the appropriate area as designated by the WGP event organizer.

2. VENDOR agrees to remove all trash and other items from VENDOR's site, leaving it in an "as was" condition. Removing trash to onsite dumpsters is not an option at this festival, any trash must be taken with VENDOR.

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 Watkins Glen, 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 its officers, employees and agents as additional insured and to provide a certificate of such coverage by the date referenced in Exhibit A. 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.

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

Watkins Glen Promotions

_____
Print name

_____
Signature Date

Vendor

_____
Print name

_____
Signature Date

_____
CELL PHONE NUMBER

_____
EMAIL ADDRESS

Return contract to: **Watkins Glen Promotions,**

211 N. Franklin St., P. O. Box 332,

Watkins Glen, NY 14891

Questions: events@watkinsglen.com

28th Annual WATKINS GLEN WATERFRONT FESTIVAL
CARDBOARD BOAT REGATTA June 18th

Attention Food Vendors:

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 # Sites _____ Sized 10 X 10 @ $100 = $ _____

Please designate: (x) _____Canopy (x) _____Trailer (x) _____Food Truck

Attention Craft Vendors:

 # Sites _____ Sized 10 x 10 @ $100 per site = $ _____

Non Profit Organizations:

10 X 10 site @ $25 per site = $ _____

TOTAL DUE = $_____

*Payment must accompany **entire** contract.
Due by June 1, 2022.
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

Set up time:
8:00 am on Saturday, June 18th. Must be ready to sell by 11:00am
Breakdown:
8:00 pm on Saturday, June 18th.

Return contract with payment to:
Watkins Glen Promotions, P. O. Box 332, 211 N. Franklin St., Watkins Glen, NY 14891
607-535-3003 ~ events@watkinsglen.com
www.thewaterfrontfestival.com

Watkins Glen Waterfront Festival
Business Vendor Fact Sheet
Event Date – June 18th, 2022

Watkins Glen Promotions is proud to host the **"the 28th Watkins Glen Waterfront Festival"**. **Saturday, June 18th, 2022 from 11 am to 8 pm**.

New this year – live music from 5 pm to 8 pm!

Food Vendor fees for the 2022 event are as follows:

Amount of Space	Cost
(1)10' x 10' –Saturday	$100.00

Registration fees must be paid accordingly and paid at the time of your contract. All products on sale during the "Watkins Glen Waterfront Festival" must be in good taste with our family event.

There are no political displays allowed at the Watkins Glen Waterfront Festival.

Please return the items listed below to **Watkins Glen Promotions** no later than June 1, 2022.

- **The Signed 2022 contract – all pages!**
- **You must include a certificate of liability insurance for:**
  - **Bodily injury for $1,000,000.00 per occurrence and Property damage for $500,000.00 per occurrence**.

  OR
  - **$1,000,000.00 per occurrence combined single limit. *The certificate must include the following wording, naming Watkins Glen Promotions, County of Schuyler and its officers, employees and agents, and the Village of Watkins Glen** as additionally insured. **(All three names must be included.)**
- **A photocopy of your valid New York State Certificate of Authority to Collect Sales and Use Tax.**

Local law enforcement agencies have informed **Watkins Glen Promotions** that a photocopy of your valid New York State Certificate of Authority to Collect Sales and Use Tax must be on file with the event coordinator. The New York Sate Certificate of Authority to Collect Sales and Use Tax must also be posed at your vendor site on the date of the event.

Please direct questions to:
Watkins Glen Promotions
211 N. Franklin Street, P.O. Box 332, Watkins Glen, New York 14891
Phone: (607) 535-3003; Fax: (607) 210-4150 - E-mail: Events@watkinsglen.com
Web site: www.watkinsglen.com/promotions

Business Vendor Fact Sheet – side 2

Event date –Saturday, June 18, 2022

11 am to 8 pm

Each business vendor will comply with all federal, state and local laws, health codes, ordinances, rules and regulations as appropriate. The vendor shall also comply with all requirements of federal and state social security, unemployment, compensations and tax withholding laws as well as carrying appropriate insurance, and will provide ***Watkins Glen Promotions*** with copies of insurance coverage.

- Vendors will be directed to their assigned vending spaces by the Waterfront Festival committee members. You must check in with our volunteer staff before starting set-up.
- The event will be held rain or shine. The vendor will be responsible for any tent or awning.
- NO SPIKES OR STAKES ARE TO BE DRIVEN INTO ANY PAVED SURFACE. We appreciate your cooperation to provide a neat appearance of your vending site.
- Craft and Food Vendors: Set up Saturday, June 18th, please arrive no later than 9:00 am and be ready to sell at 11:00 am. Breakdown may not occur until 8:30 pm, Saturday, June 18th.
- **Electricity will be provided for Food Vendors**
  - Please bring at least 150 feet of 12 gauge or larger extension cord.
  - In case of electrical failure generators may be used on Saturday.
  - Each 10 X 10 food vendor will be allocated one circuit of power.

All vendors must leave their assigned space clean of debris and trash. Use of the onsite dumpsters is not an option for trash removal for this festival.
Failure to comply means you will be charged for the cost of removing the debris and trash.

Please direct questions to:
Watkins Glen Promotions
211 N. Franklin Street, P.O. Box 332, Watkins Glen, New York 14891
Phone: (607) 535-3003; Fax: (607) 210-4150 - E-mail: Events@watkinsglen.com
Web site: www.thewaterfrontfestival.com