



THE WATERFRONT FESTIVAL

Vendor Application

Event date – Saturday, June 15th, 2024

11:00 AM – 8:00 PM

Please return as soon as possible. Applications due no later than Friday, May 31st, 2024. Any applications received after this date will NOT be considered for the 2024 Festival.

Business/Organization _____

Contact Name & Title _____

Address _____

City _____ State _____ Zip Code _____

Cell Phone () _____

Email _____

Describe your products or services below, along with some idea of the sales setup you plan.
(Trailer, food truck, just a table, tent, etc.)

Non-Profits are requested to have an interactive activity. Please describe (Provide photos if applicable)

PLEASE NOTE | NEW FOR 2024: ELECTRICITY IS NOT AVAILABLE

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

Contract between:

And Watkins Glen Promotions (hereafter known as WGP) for operation during the event known as the Waterfront Festival occurring June 15, 2024.

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 where indicated and return it.

Watkins Glen Promotions

Vendor

Print name

Print name

Signature Date

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

31st Annual WATKINS GLEN WATERFRONT FESTIVAL CARDBOARD BOAT REGATTA June 15th

Attention Food Vendors:

Sites _____ Sized 10 X 10 @ \$120 = \$ _____

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 = \$ _____

New this year: Optional Vendor add-on of \$10 to have your ad featured in the Official Festival Program. This could be a menu posted, product feature, etc.! We will reach out for your specific ad after June 1st.

Vendor Ad (\$10) = \$ _____

TOTAL DUE = \$ _____

*Payment must accompany **entire** contract.

Due by May 31, 2024.

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: **FOOD TRUCKS:** Highly encouraged to come Friday, June 14th between 9-2 (spacing is tight) If you cannot make it during those hours, please let us know specific arrival time on Friday, or come in Saturday June 15th between 7am-8am.

ALL OTHER VENDORS: 8:00 am on Saturday, June 15th. Must be ready to sell by 11:00am

Breakdown:

8:00 pm on Saturday, June 15th. Craft vendors may opt to break down at 5pm.

Watkins Glen Waterfront Festival

Business Vendor Fact Sheet

Event Date – June 15th, 2024

Watkins Glen Promotions is proud to host the “the 31st Watkins Glen Waterfront Festival”. Saturday, June 15th, 2024, from 11 am to 8 pm.

Live music from 4:30 pm to 8 pm!

Vendor fees for the 2024 event are as follows:

Amount of Space	Cost
(1) 10' x 10' –Food Vendors	\$120.00
(2) 10'x10'- Craft Vendors	\$100.00
(3) 10'x10'- Non-Profit Vendors	\$25.00
(4) Official Program Ad	\$10.00

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 May 31, 2024.

- **The Signed 2024 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 State 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

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.
- Vendors: Please refer to previous page for set up times and dates specific to your industry. Food trucks are HIGHLY ENCOURAGED to arrive the day prior, or very early in the morning of event day, in order to get into spots as they are tight.

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.

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Web site: www.thewaterfrontfestival.com