



# THE FALLS HARVEST FESTIVAL

## Vendor Application

Event date – Saturday, October 5, 2024

12:00 PM – 7:30 PM

**Please return as soon as possible. Applications due no later than Friday, September 6<sup>th</sup>, 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 \_\_\_\_\_

Telephone # ( ) \_\_\_\_\_ ext. \_\_\_\_\_ Fax # ( ) \_\_\_\_\_

Email \_\_\_\_\_

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

Non-Profits are requested to have an interactive activity. Please describe (Provide photos if applicable)  
We will try to accommodate vendor preferred locations on Main Street; however, spots are either Main Street Merchant priority in front of their location and then others decided on by the committee.

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.\*\***

**PLEASE NOTE: NEW TO 2024:** To make logistics easier, the vending spaces are now sold by the parking lot space, not by 10' increments. Parking spaces are approximately 20ft. This will allow for more creative freedom and design of booth space as well.

WATKINS GLEN PROMOTIONS – 209 N. Franklin Street, P.O. Box 332, WATKINS GLEN, NY 14891

## 2024 FEE SCHEDULE

(Please check all that apply)

Amount of Space	<b>Non-Profit</b> EARLY BIRD (Before 12/31/2023)	<b>Non-Profit</b> FEE AFTER 12/31/2023	Total
1 Parking spot	<b>ALL NON PROFIT BOOTHS ARE SPONSORED</b>		
2 Parking Spots	<b>THIS YEAR!</b>		
3 Parking Spots			

Amount of Space	<b>Craft/Misc</b> EARLY BIRD (Before 12/31/2023)	<b>Craft/Misc</b> FEE AFTER 12/31/2023	Total
1 Parking spot	\$60	\$75	
2 Parking Spots	\$75	\$90	
3 Parking Spots	\$90	\$110	

Amount of Space	<b>Food Vending</b> EARLY BIRD (Before 12/31/2023)	<b>Food Vending</b> FEE AFTER 12/31/2023	Total
1 Parking spot	\$125	\$140	
2 Parking Spots	\$150	\$180	
3 Parking Spots	\$175	\$200	

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 8 a.m. to 11:30 a.m. on Saturday, October 5<sup>th</sup>. Must be completed by 12:00 noon

**Breakdown:** May not occur until 7:15 p.m. and completed by 8:00 p.m.

Parking is available in the church parking lot at the end of Lee Street. There is no priority parking; it is a first come first serve basis. Vendor map will be emailed out the week prior but spaces are subject to last minute changes.

Return application to (or email):

Watkins Glen Promotions

209 N. Franklin Street, P.O. Box 332

Watkins Glen, NY 14891

Contact us with questions at [Events@watkinsglen.com](mailto:Events@watkinsglen.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

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## **VENDOR CONTRACT- Please Return with Application and Payment**

**Contract between:** \_\_\_\_\_

**And Watkins Glen Promotions (hereafter known as WGP) for operation during the event known as The Falls Harvest Festival occurring Saturday, October 5, 2024 on Main Street, Montour Falls.**

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.
4. WGP shall have the right to not tender a refund should the VENDOR cancel their contract for the festival after the final application deadline as they incur expenses based on the festival occurring, not attendance.

### **B. RESPONSIBILITIES OF THE VENDOR**

1. VENDOR agrees to pay a fee for booths or sites as described herein and located on VENDOR APPLICATION.
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.

**WATKINS GLEN PROMOTIONS – 209 N. Franklin Street, P.O. Box 332, WATKINS GLEN, NY 14891**

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, Schuyler County and their agents, servants, officers, and the Village of Montour Falls,** 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.

**Watkins Glen Promotions** does not allow any political and/or religious displays during any of our events.

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

***Watkins Glen Promotions***

***Vendor***

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

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

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

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Cell phone number

**Return Contract To: (DUE BY FRIDAY, SEPTEMBER 6<sup>th</sup>, 2024)**

**Watkins Glen Promotions  
209 N. Franklin Street  
P. O. Box 332  
Watkins Glen, NY 14891**

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

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