

Friday, October 26th; Saturday, October 27th

Att. Dan Bader 504 Dogwood Lane, Belmont NC 28012

2018 VENDOR CONTRACT

All Souls Harvest Village Dates: October 26-27, 2018

By signing the "2018 Vendor Application" form, you acknowledge that you have read this document and agree to the terms listed below.

- 1) Applications must be USPS MAILED and include the form, registration fee, photos or a CD of your work, and a self-addressed stamped envelope for return of such materials. If you choose to submit a website reference for your photos (no email attachments allowed), then we will not need a self-addressed stamped envelope. The application should include all product descriptions and pricing. Contracts are awarded and space assigned based on this information. Be complete!
- 2) A non-refundable registration booth fee is required for Vendor applicants. Booth fees are designated by tent space and vendor type (goods, food, beverage, games, etc.). Make checks payable to "NY Capital District Renaissance Festival, LLC"
- 3) Vendors are responsible for transportation, insurance, and sale of their own work, as well as providing a tent, table(s), costuming, etc. for themselves. Security will not be provided during the weekend of the evnet, therefore, The All Souls Harvest Village/New York Capital District Renaissance Festival, LLC and Indian Ladder Farms assume no responsibility for loss or damage/injury to any work, display, or person.
- 4) If accepted as a Vendor, you must provide
 - a. A current copy of your New York State sales tax certificate
 - b. A Certificate of Liability Insurance, and (See #5 if you need coverage)
 - c. If you are a food/beverage vendor, all proper health permits and licenses must be acquired from the Albany County Department of Health, NYS, and/or Federal Government at least 2 weeks prior to October 26, 2018.

Certificate of Liability Insurance Information for Accepted Vendors:

The USER (vendor) shall provide an original Certificate of Insurance showing evidence of the following minimum limits of insurance or as required by law, whichever is greater. Said certificate must name exactly as follows:

The New York Capital District Renaissance Festival, LLC

All insurance must be written with a New York State licensed insurance company. Certificate must be signed by an authorized representative of the insurance company and indicate the event/reason for facilities usage on the Certificate AS WELL AS DATES, INCLUDING SET-UP AND TEAR DOWN.

- a. Comprehensive General Liability including contractual, with a minimum combined single limit per occurrence of \$1,000,000. If the general liability is from a policy of insurance commonly known as Business Owners Policy (BOP), the Certificate must indicate that the liability insurance provided under the BOP is primary for this event/purpose. **NO EXCEPTIONS**
- b. If the USER is a corporation or business, and/or has employees, the Certificate of Insurance must include proof of Worker's Compensation.
- c. If any other outside vendor is being used for the event, Certificates of Insurance for General Liability and Worker's Compensation (as in a & b) must be provided.
- d. Use of alcoholic beverages no purchased on site and illegal drugs on the property is prohibited.
- e. Animals are allowed on site but must be kept away from any farm animal present.
- 5) For vendors who do not have their own liability coverage, you MUST notify All Souls Harvest Village immediately.
- 6) Accepted Vendors will be listed on our website, <u>allsoulsharvestvillage.com</u> and all social media platforms by Monday, October 14, 2018.
- 7) If accepted as a Vendor, confirmation email with space assignments will be mailed out upon receipt of the total registration fee and other required documentation as outlined above in #4. The Festival reserves the right to reassign booth space on an "as needed" basis. Booth location from prior years is not guaranteed. Vendors are responsible for dressing in costume that embrace our Halloween theme. Generators must be approved by management no later than one week prior to set-up. If generators are needed, then the vendor must ensure that they are quiet (they must not make noise during any of the performances) and that the exhaust is properly maintained and will not adversely affect others in the area. Anyone found not dressed appropriately in costume will be fined \$50 for each occurrence.

8) **REFUND DEADLINE** – October 7, 2018

Any vendor who cancels for whatever reason is entitled to a refund, IF the cancellation is prior to October 7, 2018 and IF we are able to fill that spot. After October 7, 2018— no refunds will be given and booth space for the following year must be reapplied for. If anyone is asked by the Festival to leave the premises, no refund will be given. If the Festival must be canceled due to serious weather conditions, then no refund will be given. **Subletting of space is NOT allowed.** Vendors may share a space, with Festival approval, provided each Vendor has completed and signed an application. Booth set-up **MUST BE** within the confines of the designated space, no part of the booth display is allowed to extend into another Vendor's booth or into an aisle. (Booth set-up begins at 4

- pm on Friday. Booth tear-down ends by 11:30 pm on Saturday. Accommodations for early set-up on Friday can be arranged.
- 9) The Festival reserves the right to ask any Vendor to leave if they violate these terms, or if their products do not appropriately adhere to the above mentioned rules. The Festival will not be liable for any monies or damages incurred by exercising this right. Please take note that anyone seen defacing or found to have defaced any Farm property will not be allowed to return and may face further charges.

10) APPLICATION MATERIALS – DEADLINE Friday, October 14, 2018

- Download, print, and complete the "2018 Vendor Application" form. Submit the application with the booth registration fee, photos, USB drive, or CD, and a self-addressed stamped envelope for return of materials, by October 2, 2017. Make all checks payable to "NY Capital District Renaissance Festival, LLC". Please send to the address above, attention: Daniel Bader.
- 11) All Vendor booth fees cover the period from October 7, 2018 October 1, 2018. This fee includes a link to an email address or website and/or a social media site (i.e. Facebook page) on the online Vendor directory. Please make sure you include this email address, URL, and/or social media site with your contact information on the application. It is the Vendor's responsibility to provide us with current or updated information.

12) ELECTRICITY

THANK YOU!

Vendors that will require electricity must make this need known at the time of the application. Please remember that electricity on site is NOT a contractual element of your agreement with us. Neither the Festival nor the Farm guarantees, or charges a fee for, electric service. It is available as a courtesy. If there is a problem with electric service in your booth we will do our best to remedy the situation, BUT we will not be held liable for any electrical supply problems.

We will be updating our website and Facebook page with as much information as possible to keep you posted throughout the year. There are many challenges in presenting an event of this size. The Festival is a dynamic event and constantly changing, growing, and adapting. We look forward to meeting those challenges and continuing to work with you to present a wonderful show each and every October. We welcome your input. If you have an idea that you think we can all benefit from, we would like to hear from you. Don't forget to "like" our Facebook page and spread the word on your own social media pages!

| Business Name | | |
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| Business Name | | |
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| Signed | Date | |