

Watkins Glen Promotions
100 North Franklin Street, Watkins Glen, NY 14891 607-535-3003

VENDOR CONTRACT
Watkins Glen Waterfront Festival

Contract between _____ (hereafter known as VENDOR) and Watkins Glen Promotions (hereafter known as WGP) for operation during the event known as **Watkins Glen Waterfront Festival** occurring June 19 and June 20, 2009.

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 15 days prior to the Event. 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 times for Vendors is Friday, June 19th. You can start setting up at 8:00 am and be ready to open by 5:00 pm. If you are setting up on Saturday, June 20th, please arrive no later than 8:00 am and be ready to sell at 10:00 am. Breakdown may not occur until 5:00 pm, Saturday, June 20th.
2. Please take out what you bring in – remove all trash, garbage and leave your area in an “as was” condition.
3. Any support vehicles required by the VENDOR must be parked in the appropriate area as designated by the WGP event organizer.
- 4 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.
5. The VENDOR, its affiliated companies, and subsidiaries, agree to be responsible for, and to defend, hold harmless, and indemnify, WGP, The Village of Watkins Glen, Watkins Glen Area Chamber of Commerce,

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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.

6. **INSURANCE** The VENDOR, its affiliated companies, and subsidiaries agree to secure and maintain during the period of this Agreement the following insurance coverages:

- 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, Watkins Glen Area Chamber of Commerce, the Village of Watkins Glen, and Schuyler County** as additional insured and to provide a certificate of such coverage as an accompaniment to this contract. 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 Depart of Health Permit.

Sites _____ Sized 10 X 10 @ \$150 per site for Friday and Saturday =\$ _____
Sites _____ Sized 10 x 10 @ \$100 per site for Saturday =\$ _____

NO ELECTRIC AVAILABLE/MUST PROVIDE OWN POWER

TOTAL DUE =\$ _____

***Total cash due must accompany contract.**

Contract due by June 1, 2009.

Included with the contract MUST BE: Checks made payable to Watkins Glen Promotions, Certificate evidencing insurance coverage and a valid New York State Certificate of Authority to Collect Sales & Use Tax. (Food Vendors also need to include New York State Department of Health Permit.)

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

Caryl Sutterby (Date)
Event Organizer – Watkins Glen Promotions

Authorizing Officer for VENDOR (Date) VENDOR Company

Name of Business _____		
Contact Name _____		
Address		
City _____	State _____	Zip Code _____
Day Telephone # () _____ - ext.		
Fax # () _____		
E-mail _____		

Return contract with payment to: Watkins Glen Promotions, 100 N. Franklin St., Watkins Glen, NY 14891