

WATKINS GLEN PROMOTIONS · 211 North Franklin Street, P. O. Box 332, WATKINS GLEN, NY 14891
VENDOR CONTRACT

Contract between:

And Watkins Glen Promotions (hereafter known as WGP) for operation during the event known as Village Christmas on Friday, December 2, 2016

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.

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.

VENDOR INITIALS _____

VENDOR CONTRACT

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** 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

Vendor

Print name

Print name

Signature

Date

Signature

Date

VENDOR INITIALS _____

Return contract to: **Watkins Glen Promotions, 211 N. Franklin St., P.O. Box 332, Watkins Glen, NY 14891**
Questions: 607-535-3003