



Catskills Beverage Trail Festival
Saturday, November 4th, 2017
1-5PM
Windham Mountain Resort

Food Vendor Registration

Checklist – Please include:

- Application
- Signed Contract
- Electrical Requirement Fee (if needed)
- Photocopy of Sales Tax Certificate
- Certificate of Insurance
- Pictures

Name of Company: _____

Description of items offered for sale: _____

Contact Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Phone Number (Business): _____ Cell: _____

Email: _____ Website: _____

Incorporated: Yes / No NYS Sales Tax ID# (required): _____

Electric Needed? Yes / No *Additional \$90 to be paid with Registration Form & Contract

Vendor Set Up Description: _____

***20% of Gross Profits Due at Close of Event paid in Cash or Check**

Authorized Signature: _____ Date: _____

PLEASE READ AND SIGN ALL THREE PAGES

Email: info@catskillstrailfestival.com

Fax: 518.943.1700

Mail: PO Box 248, Catskill, NY 12414

SIGNATURE PAGE

This agreement made this _____ day of _____, 2017, between Catskills Beverage Trail and Greene County Chamber of Commerce, herein referred to as "Management" and _____, herein referred to as "Concessionaire" for exhibition space for the Catskills Beverage Trail Festival, to be held Saturday, November 4, 2017 from 1:00pm to 5:00pm.

Please read, sign and return this contract with payment to:

Greene County Chamber of Commerce
PO Box 248, Catskill, NY 12414
Email: info@catskillstrailfestival.com

Phone: 518.943.4222
Fax: 518.943.1700
Mail: PO Box 248, Catskill, NY 12414

Authorized Signature (Concessionaire): _____

Title: _____ Date: _____

ACCEPTED BY: _____ Date: _____

Greene County Chamber of Commerce

RULES AND REGULATIONS

All products or items will be sold from contracted space only. Any additions to product list must be approved by Management. No Concessionaire shall have an exclusive on any product.

NEW YORK STATE SALES TAX-

Concessionaires must possess a valid NYS Sales Tax ID Number. He/She must provide Management with a photocopy of a current permit issued by the NYS Tax Bureau. Application will not be accepted without this certificate. Concessionaire is solely responsible for payment of sales and any other applicable taxes.

INSURANCE-

To the fullest extent permitted by law, shall indemnify and hold harmless: Greene County Chamber of Commerce, Inc., Catskills Beverage Trail, Inc., Windham Mountain Resort (Collectively as "RELEASEES") THEIR OWNERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES AND AGENTS AND ALL OF THEIR OFFICERS AND DIRECTORS AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND THEIR SUCCESSORS INTEREST FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THE FESTIVAL, USE OF THE EQUIPMENT AND/OR MY USE OF THE FACILITIES AT WINDHAM MOUNTAIN RESORT and any individual, corporation or entity which did or does own, operate, maintain or control any real or personal property of fixture which did or does constitute a portion of or which is or was ever used in any connection with ski resort known as Windham Mountain Resort; any other person, corporation or entity in the employ of or acting as counsel, consultant or agent for any said entity or individual; and the heirs, representatives, successors, and assigns of any said entity or individual (hereinafter all said entities or individuals are individually and collectively referred to as "Indemnity", from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from any act or omission of myself or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by the acts or omissions (including negligence) of any Indemnity. This indemnification includes but is not limited to any claims arising from any injury to any person enumerated in PARAGRAPH 2 OF THIS AGREEMENT, ANY CLAIMS ARISING UNDER THE NYS DOL LABOR LAW SECTIONS 200, 240 AND/OR 241. INDUSTRIAL CODE RULE 23 AND COMMON LAW NEGLIGENCE. This agreement is intended to be, inter alia, a "written contract" under SS 11 of Worker's Compensation Law.

I agree to procure and maintain all of the insurance required under this provision until all work, including punch list items, is complete. I and each sub-contractor of ever tier shall provide insurance as follows:

- A. Worker's Compensation and Employer Liability Insurance carried for its workers.
- B. Commercial General Liability insurance in the amount not less than \$1,000,000 (One Million Dollars) per occurrence and \$5,000,000 (Five Million Dollars) aggregate with an insurance company licensed to do business in New York State, naming as additional insured's with primary (non-contributory) coverage all Indemnities identified in Additional Insured below.
- C. Automobile Liability Insurance; Any Auto owned and Non-Owned used for the event
- D. I further agree to provide the Greene County Chamber of Commerce and Windham Mountain Resort with a Certificate of Insurance (C of I) from said insurer acknowledging that the scope of the coverage includes the claims indemnified hereunder as well as actual policy endorsements evidencing the coverage.

The Certificate Holder:	Additional Insured to List on Col:
Windham Mountain	Windham Mountain Partners
17 Resort Drive	Ski Windham Operating Corp
Windham, NY 12496	Greene County Chamber of Commerce, Inc.
	Catskills Beverage Trail, Inc.

Any and All Subsidiaries, Affiliates and Employees of the above.

FORUM SELECTION; this agreement shall be governed by the laws of the State of New York. Any litigation arising out of this Agreement shall be brought only in the Supreme Court of Greene County or the United States District Court for the Northern District of New York. I hereby consent the jurisdiction of those courts..

1) PAYMENT OF FOOD CONCESSIONARE FEE-

- a) All Food Concessionaires agree to pay twenty (20) percent of all gross sales. All Concessionaires must have a cash register with tape and a price list which are totally visible by customers at all times. Greene County Chamber of Commerce reserves the right to take a register reading at any time during the business day. We will be making periodic checks on each cash register.
- b) All gross sales must be reported to an authorized Festival Representative along with register tape. The fee is payable to an authorized Festival Representative at the end the day.

2) HOURS / SET UP TIMES-

- a) Concessionaire will have food stand in order one hour prior to gate opening on festival day.
- b) Concessionaire will be open from event open to closing day of the festival regardless of the weather. Any deviation from posted hours shall be approved by Management only.

- c) Concessionaire will be permitted to have their vehicles and delivery vehicles on the festival grounds to replace or remove anything from their location until one hour prior to gate opening, and after that time must have their vehicles in the regular parking area. This will be strictly enforced.
- d) Setup days will be available 5 days prior to event. Set up times must be arranged in advance with Windham Mountain Resort and Management.

3) DECORATIONS-

- a) Concessionaire shall be responsible for furnishing all decorations, materials, attractive signs and labor for attractive exhibition of all products.
- b) Concessionaire and his/her employees must be dressed in clean, neat attire, or in keeping with the theme of the festival. T-shirts, cutoffs and like attire will not be acceptable.
- c) Space will be returned to the condition in which it was found prior to the event.

4) SUBLETTING / ASSIGNMENT

- a) Subletting and assignment are strictly prohibited.

5) SOUND SYSTEM-

- a) Sound systems can only be used if authorized in writing by Management.

6) PETS-

- a) Vendors are highly discouraged from bringing pets, as animals are not permitted in any buildings at Windham Mountain.

7) ELECTRICITY-

- a) Concessionaire must complete a detailed requisition for electrical services 3 (three) weeks prior to festival date, for which he/she will be charged \$90 for 100 amps. All electrical requirements must be itemized and not noted as "same as last year".
- b) Management will provide electrical services as per requisition to food or vendor stand.
- c) All food stands will be inspected for overuse of electricity and/or unsafe equipment.
- d) Additional information regarding electrical needs should be directed to Festival Representative.

8) MISCELLANEOUS-

- c) Management reserves the right to remove any literature or merchandise with is on display, or for sale, which it feels is not in keeping with the best interest of the festival and/or patrons. This includes literature or articles that are considered by Management to be in poor taste and/or offensive to the general public.
- d) This agreement cannot be canceled except by Management.
- e) Management reserves the right to review all menus and prices.
- f) There will be no refrigerator, cooler or freezer space available on site.
- g) I agree that all disputes arising under this agreement and/or from the use of the facilities at Windham Mountain shall be litigated exclusively in the Supreme Court of the State of New York, County of Greene, or in the United States District Court for the Northern District of New York.

9) TRASH DISPOSAL-

- a) Cardboard boxes must be flattened, stacked and tied at the end of the night and placed in front of booth.
- b) Garbage and refuse must be bagged and tied at the end of the night and placed in front of booth for collection.

10) ADDITIONAL FEE SCHEDULE-

- a) Ice will be available to food vendors at \$3.50 per 14lb. bag to be paid when getting ice.
- b) Please leave your booth as you found it. A \$50 cleanup fee will be assessed if it is necessary for Windham Mountain Resort to clean your booth area.

11) SPACE FEE-

- a) A fee of \$100 must accompany application for space. This amount will be deducted on evening at time of settlement from your 20% Concessionaire fee owed on gross sales.
- b) There will be a minimum charge of \$100 for any cancellation of contract for any reason.
- c) No checks will be accepted after the deadline, only money orders or credit cards.

12) VEHICLES-

- a) All vehicles must be removed from the festival grounds one hour prior to gate opening.
- b) No vehicles will be permitted on festival grounds for break-down until pedestrian traffic has ceased. Security will determine when vehicles may be brought onto the grounds to break down.
- c) NO VENDOR PARKING INSIDE THE GATE. NO EXCEPTIONS.

Authorized Signature: _____

Date: _____

