

2019 LI Family Festival (Tanner Park)

Food Vendor Form

Sept. 13-15, (Rain date: Sept 27-29)

Business Name: _____

Name of Applicant: _____

Address: _____ Town: _____

State: _____ Zip Code: _____ Phone: _____ E-Mail: _____

Price: **\$750** Electric: **\$130** (please circle if needed)

Please List Exactly What You Intend to Sell with Menu (you can attach menu):

Please List Size of Truck or Trailer: _____

Thank you for your reservation and payment. Please ensure that you send the appropriate NYS Department of Health Certificates with your contract. Food vendors cannot be accepted without the appropriate Health Certificate. The following will outline the terms and conditions as per your agreement with us:

There will be a \$25 charge for any returned checks. No refunds or cancellations under any circumstance for any reason will be given.

I will provide everything necessary for the set-up and function of my space within the 10x10 dimension unless otherwise noted. The Copiague Chamber of Commerce, Long Island Family Fun Festival, Inc. and Nightingale & Nightingale, Inc. cannot be held responsible if I cannot set up my space within the allocated dimension. I will be responsible for setting up and removing my exhibit and garbage each day. I will remove all trash from my space at the end of each day. If the space I inhabit on Saturday is not left in the condition in which I found it, I will not be permitted to return on Sunday and there will be no refund issued.

Any vendor arriving to set up past 10 a.m. will not be permitted to drive into the Festival area and will therefore not be allowed to drive to their pre-assigned space. I will then be responsible to transport my items by foot and there will be no refund for lost time. I understand that all vendors are independent agents. I will comply with New York State Law that requires sales tax to be collected.

I shall and will hold harmless the Copiague Chamber of Commerce, LI Family Fun Festival, Inc. and Nightingale & Nightingale, Inc. and its members from and against any and all claims, liabilities, demands, expenses, fees, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising from or out of, or in any connected way with vendor use, occupancy or activities in or related to the LI Family Festival. **Vendors will be personally liable to other participating vendors and members of the public for their own acts and are responsible for obtaining their own insurance.**

I understand that neither the Copiague Chamber of Commerce, LI Family Fun Festival, Inc. and Nightingale & Nightingale, Inc nor its members will be held responsible for loss and/or damage to vendor's personal property caused by any reason and I will not assert any such claim against them. The Copiague Chamber of Commerce, LI Family Fun Festival, Inc. and Nightingale & Nightingale, Inc. reserves the right to cancel the entire event or any part or day of the event should an emergency arise or if there is inclement weather. **There will no refunds granted should a cancellation of any part or the whole event take place.**

The Copiague Chamber of Commerce, LI Family Fun Festival, Inc. and Nightingale & Nightingale, Inc reserves the right to decline acceptance of any application or to ask any vendor to leave the Festival if they have misrepresented information on this application, or if their product or conduct is deemed inappropriate to this family-oriented event. By signing below, I agree to the terms and conditions of this contract and confirm that I have arranged to have or already have the appropriate vendor's insurance for this event.

Signature

Date

**This agreement and a check must be completed, signed, and sent back to:
Long Island Family Fun Festival, Inc. C/O Nightingale & Nightingale, Inc., 93 Main Street, Cold Spring Harbor, NY 11724.**

ALL CHECKS TO BE MADE OUT TO: LI FAMILY FUN FESTIVAL

Vendors will be accepted for participation in the Festival on a first-come, first-served basis. Locations are at the sole discretion of the LI Family Festival, Inc., Nightingale & Nightingale, Inc. and the Copiague Chamber of Commerce.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

FOR LI FAMILY FUN FESTIVAL, INC.

LI FAMILY FESTIVAL, TANNER PARK, SEPTEMBER 13-15, 2019 (Raindate: Sept 27-29)

1. In consideration for receiving permission to participate in the event, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Town of Babylon, Copiague Chamber of Commerce, Nightingale & Nightingale, Inc., LI Family Fun Festival, Inc., their officers, agents, servants, pets, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any participants at this event, or any of the property belonging to me or any participants, or any action resulting upon my instruction or my coordination of activities for this event. WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of the risks involved and hazards connected with this activity, including but not limited to travel risks and/or possible event accidents. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me or any participants, or any loss or damage of property owned by me or participants, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation and coordination of said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New York.
5. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this _ day of _ , 2019

SIGNATURE

PRINT NAME
