

2023 LI Family Festival Food Vendor Registration

ONLINE REGISTRATION: www.lifestivalfood.com

(Registration & Payment MUST Be Postmarked by Sept 5)

Sept. 15-17 (Rain date: Sept 29-30, Oct 1)

Business Name: _____ Name of Applicant: _____

Address: _____ Town: _____ State: _____ Zip: _____

Phone: _____ E-Mail: _____

Price: **\$1,000** Electric: **\$130** (please circle if needed)

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

Please List Exactly What You Intend to Sell (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 Suffolk County Department of Health Certificates with your contract. The following will outline terms and conditions as per your agreement with us:

Vendor will provide everything for the set-up and function of space within the 10x10 dimension (or as agreed). The Copiague Chamber of Commerce, Long Island Fun Festival, Inc. and Nightingale & Nightingale, Inc. cannot be held responsible if vendor cannot set up space within the allocated dimension. Vendor will be responsible for setting up and removing exhibit and garbage each day. If space inhabited on Saturday is not left in the condition in which it was found, vendor will not be permitted to return on Sunday and there will be no refund issued.

Any vendor arriving to set up past 10 am will not be permitted to drive into the festival area and will therefore not be allowed to drive to their pre-assigned space. Vendor will then be responsible to transport items by foot and there will be no refund for lost time. Vendor understands that all vendors are independent agents. Vendor will comply with New York State Law that requires sales tax to be collected. Vendors who participate in this year's LI Family Festival will receive priority status to join the 2024 LI Family Festival regardless of event location should the vendor want to participate. Vendor agrees not to compete against or disclose proprietary information.

Vendor 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.**

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

The Copiague Chamber of Commerce, LI Family Fun Festival, Inc. and Nightingale & Nightingale, Inc reserve 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, vendor agrees to the terms and conditions of this contract, has read and accepted the Waiver of Liability and COVID-19 and Other Communicable Disease Vendor Policy and confirms that vendor has arranged to have or already has 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 MUST BE MADE OUT TO: LI FAMILY FUN FESTIVAL, INC.

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 Fun 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 15-17, 2023 (Rain date: Sept 29-30, Oct 1)

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 partner or 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.
6. The Long Island Family Fun Festival, Inc. has put preventive measures in place due to the spread of COVID-19 or other communicable diseases. However, attending an event could increase the risk of contracting the coronavirus or any other communicable disease. By participating in this event, I voluntarily assume all risk and agree that I will not hold the RELEASEES liable for any resulting illness, injury or death. If such injury or death results from the inherent risks of contracting COVID-19 or other communicable diseases, I am assuming this risk by agreeing to participate in this event.

SIGNATURE

DATE

PRINT NAME

COMPANY

TITLE

COVID-19 (and Other Communicable Diseases) Guidelines: Vendor Agreement and Acknowledgement

Due to the ongoing threat of COVID-19 and other communicable diseases, all Long Island Family Festival Vendors will be required to agree to the following policies and guidelines. Please sign below where indicated.

LONG ISLAND FAMILY FESTIVAL COVID-19 AND OTHER COMMUNICABLE DISEASES VENDOR POLICIES

By signing this document, you are agreeing to the items below: Vendors who violate these policies will forfeit their vendor fee for noncompliance of the Festival COVID 19/Communicable Diseases Guidelines and will not be accepted as a vendor at the 2024 Long Island Family Festival until after the regular application period has closed if space allows.

- Vendor understands that the festival’s location in Tanner Park is a public park. It is possible that people visiting the festival have been exposed to and/or have been diagnosed with one or more communicable diseases including but not limited to COVID-19 or other diseases or maladies. It is impossible to eliminate the risk that vendor, or other occupants, might be exposed to and/or become infected through presence in the festival or participation in festival related activities. The undersigned understands the risk and expressly assumes responsibility for said risk.
- Vendor will require all employees/volunteers within their vendor booth to follow Local Town, State and National COVID or communicable disease guidelines and mandates.
- Vendor will make hand sanitizer available when possible, in a visible location for festival attendee use at their booths.
- Vendor will make every effort to provide contactless payment options for festival attendees when possible.
- Vendor will require all booth employees/volunteers to monitor their health and will not allow an employee or volunteer to work at their booth if they are exhibiting any COVID-19 or other communicable disease symptoms to include, but not limited to: fever, shortness of breath, active cough, runny nose, sore throat, or loss of taste or smell.
- Vendor agrees to report any sudden onset of COVID-19 or any other communicable disease symptoms in their employees/volunteers to include fever, shortness of breath, active cough, runny nose, sore throat, or loss of taste or smell during festival hours to a festival representative for further guidance. Vendors who experience COVID-19 or other communicable disease symptoms during festival hours will be asked to vacate the festival premises.
- Vendor agrees that vendor employees/volunteers will not attend the LI Family Festival if they or anyone in their households have tested positive or have come into contact as defined by CDC for COVID-19 or any other communicable diseases during the period of September 1, 2023 through September 18, 2023 (Sept 18 - Oct 2 if rain date is used).
- Vendor agrees to report all incidents of an employee or volunteer testing positive for COVID-19 or any other communicable disease within 14 days after the LI Family Festival takes place. Please e-mail alyssa@nightingalepr.com or phone 631-367-8599.
- Vendor agrees to promote and enforce social distancing for customers in line or visitors at their booth.
- Vendor agrees to abide by all applicable NYS, Suffolk County, Town of Babylon and LI Family Festival guidelines while at the Long Island Family Festival and to clean frequently touched surfaces throughout the duration of the festival.
- Visit the CDC’s website for the latest COVID-19 disease information and best prevention protocols.
www.cdc.gov/COVID19

COVID-19 VENDOR RISK ACKNOWLEDGEMENT

Vendor acknowledges that exposure to COVID-19 and other communicable diseases is an inherent risk in any public location where people are present. The Long Island Family Festival cannot guarantee you will not be exposed during your visit. The CDC advises that older adults and people of any age who have serious underlying medical conditions may be at higher risk for severe illness from COVID-19 or other communicable diseases. Vendors and attendees should evaluate their own risk in determining whether to attend. People who show no symptoms can still spread COVID-19 and other communicable diseases if they are infected; any interaction with the general public poses an elevated risk of being exposed to COVID-19 and other communicable diseases. By vending at or attending the Long Island Family Festival, you acknowledge and agree that you assume these inherent risks associated with attendance, and agree to hold Suffolk County, The Town of Babylon, Copiague Chamber of Commerce, Long Island Family Fun Festival and Nightingale & Nightingale, Inc. and its sponsors, agents, staff and volunteers harmless. Further, should you decide not to vend at the Long Island Family Festival, no refunds for vendor space will be provided.

Vendor Signature: _____

Date: _____

Vendor Printed Name: _____