

# COUNTRY FAIR

## Application for Paid 2017 Vendor Space

<i>Category</i>	<b>BEFORE</b> Aug. 25 <sup>th</sup> Early Bird Price	<b>AFTER</b> Aug. 25 <sup>th</sup>	<i># of</i> <i>Spaces</i>	<i>Amount</i>
Vendor Booths	\$130	\$140	_____	_____
Food Booths	\$200	\$215	_____	_____
Non-Profit	\$80	\$90	_____	_____
Electricity (1 space) Maximum amps 20	\$25	\$25	_____	_____

Total Enclosed (No Checks, Please) \_\_\_\_\_

Make Money Orders payable to Riverhead Country Fair or submit payment via PayPal by visiting our website.  
Electric supply limited – please consider an alternative

• GENERATORS NOT PERMITTED •

• ATTACH A LIST OF ALL MERCHANDISE OR FOOD TO BE SOLD •

\* ONLY ITEMS LISTED MAY BE SOLD AT YOUR BOOTH • **PLEASE PRINT CLEARLY.**

Please include email address as that is the easiest way for us to reach you if we have a question or concern.

Name \_\_\_\_\_ Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Email Address: \_\_\_\_\_

Business or Organization \_\_\_\_\_

If non-profit, Tax Exempt Number \_\_\_\_\_ NYS Sales Tax Number \_\_\_\_\_

I have read and understand the regulations. I am aware that failure to abide by these guidelines may result in removal from the fairgrounds with no refund. This is a rain or shine event and no refunds will be given if the fair is cancelled.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Please note all vendors are now required to sign and submit the enclosed vendor contract as required by Riverhead Town.**

Until all items listed below are received your application will NOT be considered complete and your space will NOT be assigned – **NO EXCEPTIONS!**

Send all entries to:

**Riverhead Country Fair, P.O. Box 869, Riverhead, NY 11901-0801**

✓ Check List

- |   |   |
|---|---|
| <input type="checkbox"/> Money order <u>enclosed</u> (No checks) or payment sent via PayPal | <input type="checkbox"/> Executed Vendor Contract enclosed  |
| <input type="checkbox"/> Self-addressed, stamped envelope <u>enclosed</u>                   | <input type="checkbox"/> List of all items to be sold       |
| <input type="checkbox"/> Photocopy of NYS Sales Tax Certificate <u>enclosed</u>             | <input type="checkbox"/> Picture of display <u>enclosed</u> |
|   | <input type="checkbox"/> Certificate of Liability Insurance |

*For more information (631) 727-1215*

**2017 Riverhead Country Fair**  
**CRAFT/FOOD VENDOR LICENSE AGREEMENT**

This License Agreement ("hereinafter License"), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Town of Riverhead, and Riverhead Townscape Incorporated, as co-sponsors of the Riverhead Country Fair (collectively "Licensor") with offices at 200 Howell Avenue, Riverhead, New York, and PO Box 869, Riverhead, New York, 11901, respectively, and

\_\_\_\_\_j("Licensee")

having a place of business at \_\_\_\_\_, New York, \_\_\_\_\_.

WITNESSETH

WHEREAS, \_\_\_\_\_ wishes to utilize a 12' x 10' portion of outdoor space regarding craft services or food/concession services -along Main Street/Rte. 25 and the riverfront in the Town of Riverhead, between Griffing Avenue and Union Avenue and hereinafter referred to as the "Licensed Premises" for the purpose of selling:

\_\_\_\_\_  
\_\_\_\_\_

(hereinafter "authorized activity"); and

WHEREAS, Licensor wishes to grant the Licensee the right to utilize said portion of said outdoor space regarding the authorized activity;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and as follows, Licensor and Licensee, for themselves and their successors, hereby agree as follows:

1. Licensing. Upon the terms and conditions hereinafter set forth, including but not limited to payment of a **one-time, non-refundable booth fee** specifically delineated in section 6, herein, Licensor hereby licenses to Licensee the revocable

and non-assignable right to use a portion of the Licensed Premises in an area to be solely located and defined by Licensor.

2. Term of the License. The term of this License (the "term") shall be limited to Sunday, October 8, 2017, 8:00 a.m. to 5:00 p.m. Licensee agrees that Licensor reserves the unilateral right to terminate the term of this license at any time and for any reason upon immediate notice, which may be verbal or otherwise, even if Licensee has already conveyed the booth fee.

3. Authorized Hours of Operation:

8:00 a.m.-5:00 pm

4. Condition of the Licensed Premises. Licensee is familiar with the Licensed Premises, has examined same, and, except as explicitly hereinafter provided, Licensee agrees to accept the licensed premises in its "as is" condition without reliance upon any representations or warranties of or made by Licensor or anyone else. Licensee further agrees and acknowledges that as this is an outdoor event subject to adverse weather conditions, Licensee shall provide all weather protection equipment, including canopies and tents, which must be Riverhead Town Code-compliant and that Licensor shall be under no obligation to provide same. Licensee further agrees that Licensor shall have the unilateral right in its sole discretion, to cancel the event, as it deems warranted, for any reason, including weather-related events. **In the event Licensor cancels the event for any reason, including weather-related reasons, Licensee further agrees that such cancellation shall not entitle Licensee to a refund or credit of or against the booth fee.** Licensee agrees and acknowledges that Licensor has incurred non-refundable charges in the preparation and sponsorship of the event which cannot be recouped and which serves as the basis to render the booth fees non-refundable.

Licensee also acknowledges that there is no rain date for this event.

5. Insurance and Indemnification: Licensee will be responsible for providing **primary and noncontributory** general commercial liability insurance coverage in the amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate with a company or companies reasonably satisfactory to the Licensor. **Licensee will provide certificates of the foregoing insurance including proof of proper endorsement regarding the following designated additional insureds, namely: 1. the "Town of Riverhead", and 2. "Riverhead Townscape Incorporated" as "Additional Insured" to the extent of**

their interest, regarding the event date. Licensee agrees that such above referenced liability insurance coverage shall be provided by endorsement as to each of the named additional insureds on a primary basis (defined as first insurance coverage) and noncontributory basis (i.e., will not seek contribution from any other insurance available to the additional insured) in the following form:

The following is added to the Other Insurance Condition and supercedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Licensee agrees to indemnify and hold the Town of Riverhead and Riverhead Townscape Incorporated, and their respective officers, employees, agents, representatives and officials harmless from any and all loss, claim, actions, costs or liability associated with its use of the property and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by licensee and its employees, agents, representatives and concessionaires of the Property, excepting liability solely caused by the gross negligence of the Town of Riverhead or other above named Licensors or its employees, agents or representatives. Without limiting the generality of the foregoing, Licensee agrees to indemnify and hold the Town of Riverhead and other Licensors harmless from any lien claimed or asserted for labor, materials or services furnished to Licensee in connection with the use of the property. With respect to any suit or claim by the Town or other Licensors, whether under this indemnification provision or otherwise, Licensee, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification

clause or any reasonable attorneys fees incurred by the Town of Riverhead or other Licensors securing compliance with the provision of this indemnification agreement. Licensee will work with the Town of Riverhead to ensure adequate coverage of all property and liability with all concerned entities being named as "additional insured".

6. **Booth Fee.** In consideration of the authorized activity, and expenses incurred by Licensor, pre-event date and post-event date, **the Licensee shall pay via money order to: "Riverhead Country Fair" or via PayPal by visiting our web site at riverheadcountryfair.com, a one-time non-refundable booth fee** as per the following payment schedule, as follows:

Vendors: 12' x 10' Spot

- a. Non-Food Vendor Booth: Before August 25<sup>th</sup>: \$130.00; After August 25: \$140.00
- b. Food Vendor Booth: Before August 25: \$200.00; After August 25: \$215.00
- c. Non-Profit entities: Before August 25: \$80.00; After August 25: \$90.00 (proof required)
- d. Electricity 20 amps (if available): \$25.00

**Licensees agree, acknowledge and understand that Licensees are required to maintain a twenty (20) foot road width clearance along the event route regarding emergency vehicle access and pedestrian movement.**

- e. Licensee acknowledges and agrees that Licensee's failure to make timely payment of the booth fee and/or timely submission of the required documentation, shall subject the Licensee to forfeiture of the allocated space and/or denial of event participation.

7. **Repair, Maintenance and Inventory of License Premises.**

- a) Licensee, at its sole expense, agrees to maintain the Licensed Premises free of trash and debris and to return the premises back to its original condition following completion of each event date and the license term.
- b) Licensee shall not alter the Licensed Premises without the prior permission of the Licensor.

8. **Assignment.** Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this

license, the use of the Licensed Premises, in whole or in part, or permit Licensee's interest to be vested in any other party other than Licensee by operation of law or otherwise without the expressed written consent of the Licensor.

9. Miscellaneous: (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this agreement, which alone, fully and completely sets forth the understanding of the parties with respect to the subject matter hereof with the exception of the Country Fair vendor application and rules and regulations which are incorporated by reference as if recited herein in their entirety. Licensee acknowledges receipt of such vendor application and the rules and regulations. This license may not be changed or terminated orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

10. Licensee represents and warrants that licensee possesses all municipals approvals, licenses, and permits regarding the Licensee's intended and authorized use of the Licensed Premises and shall provide copies of same pursuant to the schedule delineated in the Craft Vendor/Food/Concession Vendor application(s). In addition, Licensee represents that Licensee shall conduct the authorized activity, at its own expense, in compliance with all applicable Town of 'Riverhead code provisions, as well as applicable Federal, New York State and Suffolk County laws, rules and regulations, which shall be subject to enforcement by police personnel, town personnel and/or private security personnel.

11. Licensee further represents that the named signatory is authorized to execute this license agreement on behalf of the designated entity and that Licensor has relied upon this representation in executing this license agreement.

12. Licensee further agrees that Licensor shall not be liable or responsible for lost, damaged or stolen property of Licensee while on the Licensed Premises. Licensee additionally agrees that Licensor shall not be liable for any direct, indirect or consequential damages sustained by Licensee, including weather-related conditions, canceled event date, or otherwise.

13. Licensee further represents, warrants and agrees to comply with all of the terms and conditions of the license agreement, Craft Vendor/Food Vendor application(s) and Riverhead Country Fair rules and regulations, which are incorporated by

