

2020 VENDOR AGREEMENT

1. Vendor spots will be located as directed by the vendor coordinator. Vendors will be able to enter the park to set up either the eve before or the morning of the event (2 Hours Prior)- All vehicles will need to be removed from the park at least 30 Min before the event begins. Parking is in the back lot behind the Amusement Park. Handicap Parking is available upon request.
2. All vendors must cease sales no later than 10:00 p.m. each evening of the event. All fixtures, vehicles, etc. must be removed from the park no later than 11 p.m. at the end of the event.
3. Once a vendor is approved, they are approved for the season, IF AND ONLY IF, the type of merchandise being sold does not change. Any changes in merchandise being sold must be resubmitted to the SVBRA for approval no later than 48 business hours before the event.
4. Vendors are NOT allowed to "share" a space.
5. No Refunds will be given once a vendor has been approved, and payment has been submitted.
6. All persons and activities must comply with all applicable Village, State, County and Federal laws and statutes.
7. Vehicles may enter the park the minimum amount necessary to load or unload displays or other approved items. Vehicles may be parked in the south end of the villages main parking lot for free. A copy of the parking pass must be displayed in the vehicle on the dash.
8. All vendors, performers, concessionaires, etc., must take all their own garbage out with them. Village waste containers may only be used by visitors or residents.
9. No shrubbery, trees, benches, waste containers or other park property shall be moved or disturbed.
10. No food or drinks are allowed for sale in the Park without specific authorization by the SVBRA. Alcoholic beverages may not be consumed, possessed or offered for sale by anyone in the Park.
11. No gambling is allowed in the Park.
12. All vendor activities, musical performances, etc. are not allowed after 11:00 p.m.
13. The SVBRA reserves the right to prohibit use or further use by any vendor or activity that violates the conditions of use or is not in the best interests of the Village. This determination can be made by the SVBRA, Mayor, Village Administrator or Codes Enforcement Officer.
14. Certificate of insurance naming the following three organizations as additional insureds, with a minimum limit of \$1,000,000 occurrence/\$2,000,000 aggregate: The Village of Sylvan Beach 808 Marina Drive Sylvan Beach, NY 13157, OLESMA, Inc. PO Box 515 Sylvan Beach, NY 13157. Along with this a 30-Day Notice of Cancellation Endorsement is added to the Vendor's insurance policy, 10 days for Cancellation for Non-Payment and such Endorsement is mailed to: Kessler Promotions, Inc. 449 Gravesville Road Poland, NY 13431
Email: Deborah@kesslerpromotions.com Fax: 1-866-710-9179
15. If you do not have insurance, the SVBRA can provide this for a fee of \$64/event. There is no additional cost added to this fee. This is simply a service we have decided to provide to any vendors needing it.

Signature: _____

HOLD HARMLESS

To the fullest extent permitted by law, VENDOR will indemnify and hold harmless OLESMA, INC., and THE VILLAGE OF SYLVAN BEACH, their officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of VENDOR, its officers, directors, agents and employees. The foregoing indemnity shall include injury or death of any employee of the VENDOR and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable workers compensation, disability benefits or other similar employees benefit act.

Print VENDOR Name/Business Name

Date

VENDOR Signature

**Please return the completed Vendor Agreement, Vendor Application,
Hold Harmless Agreement and Proof of Insurance to:**

**Kessler Promotions
449 Gravesville Road
Poland, NY 13421**

Email: Deborah@kesslerpromotions.com

Fax: 1-866-710-9179