# \*\*\* COMPLETE YOUR REGISTRATION BY SIGNING THE WAIVER BELOW \*\*\* - PLEASE READ CAREFULLY! RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

Release of Liability and Indemnity - I hereby release and forever discharge the Village of Ellenville, the Town of Wawarsing and the Ellenville-Wawarsing Chamber of Commerce, its employees, and any of said entities employees, officers, agents, volunteers, members, and any other person for whom each party may be held responsible (collectively, the "Organizers"), from any and all liability for any injury (including death) and any property damage, or damage of any other kind, that I may sustain as a result of my participation in the Blueberry Festival. I hereby also agree to indemnify and hold the "Organizers" harmless on account of any claim by any other person, whether caused by negligence, breach of contract, or breach of any statutory or any other duty of care.

**Waiver -** I hereby waive any right I might have to make any demand or claim, or to commence any action or lawsuit against the "Organizers", for any injury (including death), and/or any property damage or damage of any other kind, that I could sustain arising out of or in relation to my participation in the Blueberry Festival activities. I further waive any right I might have to make any demand or claim, or to commence any action or lawsuit against any other person or corporation who might, in turn, make a demand or claim, or commence an action or a lawsuit against the "Organizers".

**Permits & Licenses; Requirements with Law** - I hereby agree that I shall at my own expense timely obtain and shall maintain all governmental approvals, permits, authorizations, and licenses to permit me to participate and offer and sell my wares at the Blueberry Festival in accordance with the requirements of law including, but not limited to, NYS tax numbers and authorizations, and/or NYS Gaming Commission licensing (if applicable). Proof that I have obtained all such permits and authorizations shall be promptly delivered to the Ellenville-Wawarsing Chamber of Commerce, and I shall be solely responsible for the timely collection & reporting and payment of all NYS sales taxes. None of the "Organizers" shall have any responsibility or liability for my failure to comply with the provisions of this paragraph.

I shall display my tax identification number at my designated location at the Festival at all times. In addition to the foregoing, I agree to fully & timely comply with all applicable laws, rules & regulations relating to my participation at the Blueberry Festival.

Permission Regarding Photographers, Etc. - I hereby grant to the "Organizers" & those authorized on their behalf, the right and unrestricted permission, in respect of usage of any pictures or film footage that they, through their photographers and/or contractors and/or other participants in the Blueberry Festival, have taken of me, or in which I may be included with others, during my participation in the Blueberry Festival and also in respect of comments I have made or written on my participation in the Blueberry Festival, to use, to publish or broadcast and/or to authorize to a third party to use, publish or broadcast in the same in whole or in part in any and all media and for any purpose whatsoever, to alter said pictures and/or footages & to use my name in connection therewith, if the "Organizers" so choose. Furthermore, I grant to the "Organizers" and those authorized in their behalf, the right & permission to use all or part of the personal information that I provide. The "Organizers" have my consent to use, publish & broadcast all or part of such information in all media formats (web, etc.) for promotional purposes and communication to the public. I hereby release & discharge the "Organizers" from any & all claims and demands arising out of or in connection with the use of photographs, personal information, film footage or comments, including without limitation, any & all claims for libel or invasion of privacy.

By signing below, I agree to participate to the 2024 Blueberry Festival in Ellenville and I acknowledge my understanding that neither the Ellenville-Wawarsing Chamber of Commerce nor the Village of Ellenville provides any liability coverage for my business, merchandise or its employees. I further understand that I have my own insurance coverage for this day, obtaining a certificate of additional insured for the Ellenville-Wawarsing Chamber of Commerce for this day.

Name (please print): Signature:					
YOUR VENDOR PASSES WILL BE E-MAILED THE 1ST WEEK OF AUGUST					
OFFICE USE ONLY: DATE REC'D	PD BY:	AMT:	ELIST:	SPACE#	

## VENDOR AGREEMENT

The Blueberry Festival

## Saturday, August 10, 2024

Canal Street & Liberty Square Ellenville, NY 12428 9 am - 4 pm • Rain or Shine



### **IMPORTANT INFORMATION**

Registration must be completed, or it may delay securing your vendor space at the festival. Please READ & CHECK the items below, include your Certificate of Insurance (COI), payment and sign waiver and return all to the Chamber.

VENDORS MUST have their own insurance coverage for this day, obtaining a certificate of additional insured naming the Ellenville-Wawarsing Chamber of Commerce as additional insured for this day.
No dogs or any live animals (pets) are allowed at the festival, no "therapy pets". (Only Certified Service Dogs are allowed).
No loud music is allowed. Please respect your neighboring vendors
VENDOR ADMITTANCE & SET-UP FOR BIG TRUCKS/TRAILERS STARTS AT 6 AM - ALL other VENDORS set up starts at 6:30 AM
All Vendors must be in assigned space(s) $\&$ all vehicles moved to designated parking areas by $8:30~am$ – No booth breakdowns until 4 pm.
Vendors are responsible for their own trash. ANY Vendor who leaves a mess will not be allowed at next year's festival – Please use trash bins on the street or dumpster behind the Hunt Building.
<u>BOOTH SPACE = 10' wide x 10' deep</u> : No overlapping beyond the assigned space(s) - no partial space fees. Your items/set-up must fit within the space(s) you have paid for. You may purchase multiple spaces. You may not sell/subcontract spaces contracted for.

DO NOT SUBMIT APPLICATIONS WITHOUT PAYMENT FEES ARE NON-REFUNDABLE
NO SPACE WILL BE RESERVED UNTIL FEES ARE PAID IN FULL
ALL FEES INCREASE \$25 AFTER JULY 1

<u>PAYMENTS</u>: Credit card through PayPal & online application on <u>www.ewcoc.com</u> CHECK or MONEY ORDER: payable to: EWCOC

(Ellenville-Wawarsing Chamber of Commerce)
PO Box 227, Ellenville NY 12428

#### YOUR VENDOR PASS WILL BE E-MAILED THE 1st WEEK OF AUGUST

---- Please check our website: www.ewcoc.com for updates regarding the festival ----