

Hamilton Heights Sweetest Day Vendor Contract

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Dear Food Vendors,

You are cordially invited to participate in the Hamilton Heights Sweetest Day Festival on Saturday, October 21, 2017 from 12:00 Noon to 5 p.m. 472 West 141st Street, NY, NY.

The Festival will be the first year for this event. We have a tradition of attracting upwards of 400 guests to our events. We anticipate anywhere from 300-500 participants to attend this inaugural event due to our marketing efforts to attract community involvement.

The organizers of this event would like to continue this success by providing visitors with a quality experience that includes upscale wine, food and shopping—provided by vendors like you. The cost and deadlines for a 6' x 6' space are as follows:

Register “early bird” by September 9, 2017: \$50 (\$60 via electronic transfer)

or

Register by October 1, 2017: \$75 (\$85 via electronic transfer)

Enclosed with this letter is an informational packet, an application, contract, and indemnification agreement you will need to complete. All of this information must be completed and returned in order to secure your space. All vendor applications will be carefully considered and written notice via e-mail will be sent as soon as approval is complete.



Food Vendor Information

1. Vendor space is limited, please complete and return all forms in a timely manner. Application deadline is October 1, 2017.

2. Vendors should follow the set up and tear down schedule below:

Set-up: October 21, 8 a.m.—10 a.m.

The venue does not provide parking. Please allow enough time to carry your items to your booth.

Tear down: Saturday, October 20 after 5:30 p.m. (There will be no early tear down)

3. Cancellations after October 14, 2017, will not receive any vendor fee refunds.

4. All food vendors must carry a current Food Service License and receive a Temporary Food Service Establishments Permit through New York State Department of Health (New York State Part 14, Subpart 14-2) to sell food at the The Hamilton Heights Sweetest Day. Contact (212) 639-9675. Please be sure to secure this license ten (10) days prior to the event.

5. Remember, each booth space is 6' x 6', so if you need more space then grab more spots in advance!

6. All vendors must sign the attached indemnification agreement.



Food Vendor Application Form

Vendor _____

Contact Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-Mail _____

Number of Booth Spaces (space is 6' x 6') _____

Type of Products Sold _____

Vendor Fees:

Booth Space (\$50 if by Sept 9 or \$75 if by Oct 1, 2017): \$ _____

Total Vendor Fee: \$ _____

Vendors Checklist:

- _____ Application form
- _____ Description of items to be sold by vendor

- _____ Signed Vendor Contract
- _____ Copy of Certificate of Insurance
- _____ Payment by check or money order
- _____ Indemnification Agreement

Send forms and payment to:

The Hamilton Heights Sweetest Day
472 West 141st Street, NY, NY 10031



Food Vendor Contract

This contract is entered into this _____ day of _____, _____ by and between New York Alumni Chapter of Kappa Alpha Psi Fraternity Inc., The New York Alumni Foundation (hereinafter to be known as ORGANIZER) and the efforts of the following vendor, _____ (hereinafter to be known as VENDOR) for their participation in the The Hamilton Heights Sweetest Day. This contract is only effective through the The Hamilton Heights Sweetest Day. This contract is considered null and void if any of the below listed terms and conditions are not completed. This contract holds liable the vendor to the following terms and conditions:

1. Liability and Liability Insurance

The vendor agrees to not hold liable any and all affiliates of the ORGANIZER for suits, claims, damages and loss or damage of property sustained while participating in the The Hamilton Heights Sweetest Day. The vendor agrees to carry a minimum of \$500,000 in liability coverage per occurrence with the Clary Gardens named as an additional insured for their event. A valid Certificate of Insurance for liability coverage and SPECIAL EVENT INDEMNIFICATION AGREEMENT must accompany the signing of this contract.

2. Compensation

The vendor agrees to forfeit any compensation the ORGANIZER makes from The Hamilton Heights Sweetest Day. Likewise the ORGANIZER will not seek compensation from the vendor for profits made by said vendor from their sales.

3. Hours of Operation

The vendor agrees to set up and tear down their vending area(s) according to the following schedule:



- Saturday, October 21, 8 a.m.—10 a.m.
 - 1.
- The venue does not provide parking. Please allow enough time to carry your items to your booth.
- Tear down: Saturday, October 20 after 5:30 p.m. (There will be no early tear down)
- The vendor also agrees to have a representative of their business available in their vending area during all exhibit hours of the Festival.

4. Vendor Applications

The vendor must complete and submit the Vendor Application by October 1, 2017 along with this contract in order to be considered for the The Hamilton Heights Sweetest Day. The organizer reserves the right to reject any and all applicants, and reserves the right to remove any vendor from the grounds if any or all regulations are not observed anytime during the The Hamilton Heights Sweetest Day.

5. Cancellation Policy

Cancellations after October 14, 2017 will not receive any application fee refunds.

6. Sales

The VENDOR is to provide up to \$2.00 size portions of items for sale.

The ORGANIZER reserves the right to determine what items are sold, who may sell any particular item, and where the items may be sold. This regulation is not negotiable and will be strictly enforced by the ORGANIZER. The vendor is responsible for providing a written description of items sold to the ORGANIZER at the time of application. All sales and income taxes are the responsibility of the vendor.



7. Photography

The vendor accepts and agrees that any and all photography of their facility, members or activities may be used for future promotional purposes.

By my signature, I certify that I am authorized to sign this document as the legal representative of the vendor, have read the above information and hereby agree to all of the terms and conditions set forth by this contract.

(Vendor Representative)

(ORGANIZER Representative)

Date: _____

Date: _____



SPECIAL EVENT INDEMNIFICATION AGREEMENT

THIS SPECIAL EVENT INDEMNIFICATION AGREEMENT is entered into by and between the New York Alumni Chapter of Kappa Alpha Psi Fraternity Inc., The New York Alumni Foundation (hereinafter the “ORGANIZERS”) and the VENDOR signing below, effective as of the date on which the Vendor signs.

Indemnification and Release. The Vendor agrees to indemnify and hold harmless the ORGANIZERS and their officers, directors, agents, employees and volunteers, together with their respective successors, heirs, personal representatives and assigns from any and all damages, costs or expenses, including all attorneys’ fees, in connection with any lawsuits, claims and actions, at law or in equity, that may at any time result from or be related in any manner to the The Hamilton Heights Sweetest Day which arise in whole or in part of the Vendor’s actions or failure to act.. This agreement shall survive the term or termination of this Agreement and the occurrence of t The Hamilton Heights Sweetest Day event.

SIGNATURE OF AUTHORIZED REPRESENTATIVE/WINERY

I, _____, warrant that I have the authority to bind to this Special Event Indemnification the Winery or Vendor listed below, and, by my signature I do so bind the Vendor.

_____ By: _____
(Enter Vendor’s name)

Title: _____

Date: _____

Organization/Business: _____

Address: _____

Phone: _____