



# Evangola Pirate Fest

www.EvangolaStatePark.com

**July 28 & 29, 2012**  
**Vendor Agreement**



**Vendor Contact Information**

Vendor Name	Booth Name
S.S. #	Address
Phone #	City, State, Zip
Cell #	E-mail

**Emergency Contact Information**

Emergency Contacts Name, Phone #, Cell #

**Booth Information**

Booth and Product Description	Booth Managers Name	Tent Size (feet)

**Booth Fees**

Total number of booths	Amount of space required	\$50.00 per 10 X10 booth	\$5. Per each add'l 10 square feet	Total

(Electric and camping are NOT included in above price. If needed contact Dianne 716.861.6612)

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Grand Total Due with application \$ \_\_\_\_\_

Approved:                      By:





## Please read, sign and return with application

### Rules and Regulations:

The Vendor, and each individual employee agrees to abide by the Rules and Regulations as published by the Evangola State Park and acknowledges that a violation thereof may void any contract with the Friends of Evangola State Park. Said rules and regulations are incorporated herein by reference and made a part hereof. All booths must be of Pirate/Medieval/Renaissance theme. Vendor and all sales staff must be **appropriately costumed** (Pirate themed) during Festival hours, Renaissance acceptable. All booths must be opened and manned during the Festival hours. At all times Vendor agrees to operate their business and any concessions granted hereby in a safety-first and always courteous manner. The Vendor further agrees to operate in every respect, in full compliance with all local, state, and federal law regulations. The Vendor understands and agrees that during the course of the Festival, the Vendor might appear in photographs, videos, film, recordings and the like in connection with the Vendors participation in the Festival. Vendor hereby consents to the use of any such audio, photo or video portrayal of the Vendor or the Vendors structure by the Friends of Evangola State Park for advertising, promotional, or any other purposes, and agrees that any such portrayals shall thereafter become the sole property of the Friends of Evangola State Park for their use thereafter. Vendor further agrees to comply with any reasonable request of the Friends of Evangola State Park for the Vendor to assist in the public relations activities of the Festival while on the Festival site. You must prominently display all State and Local permits required to vend.

### Taxes:

Participants agree to pay all the necessary local, state and federal taxes from all earnings at the Evangola Pirate Fest, to be invited back each year. The Friends of Evangola State Park waives any responsibility thereof. All Workers' Compensation Insurance is the liability of each Vendor.

### Pets:

Household pets with rabies immunization are permitted when restrained by a leash not exceeding six feet in length. Pets are prohibited in buildings, bathing areas, and improved walkways. Pet waste may not be left on park property, except when placed in garbage receptacles

### Fire Extinguishers:

Fire Extinguishers are required at each booth. The Fire inspector will be making random checks at each booth through the course of the weekend. Please have fire extinguishers present at all times.

### Insurance:

All Vendors must supply a copy of their liability insurance. Please supply a copy of your insurance with your application. You must submit a copy of the current insurance for our records with your application showing you have insurance currently and submit a copy of the renewed insurance after renewal. Vendors without insurance may not participate in our Festival and will not receive a refund.

### Cancellations:

Cancellations will be honored if received in written form before **June 28, 2012**. A \$20.00 processing fee will be deducted. Cancellation by phone call or no-show will not be refundable.

### Drinking and smoking:

Consumption of Alcohol and or use of substance by participants during fest hours is prohibited. Smoking of cigarettes must be done discretely behind the scenes.

Please secure your valuable merchandise when not at your booth. Neither The Friends of Evangola State Park nor Evangola State Park is responsible for the Theft of any Merchandise or Personal property left on the site.

Signed (Vendor):

Date:

## Please Read, Sign and return with your Application

### Site Requirements:

#### Weather:

This is a rain or shine event. Weather conditions must not interfere with costuming or merchandising unless deemed unsafe by the Festival Management.

#### Set-Up:

Set-up will begin on **July 27~7pm – 9pm & July 28~7am – 9:45 am**

**Please check** in prior to setting up your booth.

All booths are required to be set up and vehicles in a parking lot by 9:45 am on Festival days and must be opened for the duration of the show unless previously arranged through Management.

#### Electric:

Limited electrical usage spaces are available; these are awarded on a first come first serve basis. Please include the additional electrical fees along with your booth fees.

#### Submitting Items for approval:

Please fill out the included approval form for all items to be sold. Please supply the item name, a description of the Item. While the Festival works diligently to provide a venue where all of our vendors can thrive. No Vendor has Exclusive Agreements with the Friends of Evangola State Park.

#### Approved Items:

All items in each booth must be approved. Only items approved by the Friends of Evangola State Park may be sold at the Pirate Fest. Vendors found with items in their booth that are not on their APPROVED list will be asked to remove the unapproved items or have them added to their approved before serving. If there is a second occurrence, you will be asked to leave the site and you will not be refunded.

Please mail Vendor Agreement, Approval Form, Proof of Insurance, Copy of all State and local Vendor Permits Required by State and County, Signed Vendor requirements and rules, Covenant not to sue agreement, Booth fees, and if needed, Camping fees, and Electric fees to:

Friends of Evangola State Park  
C/O Dianne Hubert  
6727 Derby Road  
Derby, NY 14047

This Agreement contains the entire understanding of the parties and no oral or other representation contained herein shall be binding upon the parties hereto.

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Vendors Signature:**

## COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to participate in the **7th** Annual Evangola Pirate Fest, which is produced by Evangola State Park and the Friends of Evangola State Park, Vendors shall release, waive, discharge, and covenant not to sue, and agree to indemnify and hold harmless Evangola State Park and the Friends of Evangola State Park, each and every of its managing members, officers, directors, volunteers, sponsors, and agents and the State of New York, the Niagara Frontier Park Region, and the Office of Parks, Recreation and Historic Preservation., it's agents, employees officers, and volunteers from and against any and all loss, liability, expense, claim costs (including costs of defense), fines, penalties, consequences, and suits and damages of every kind, nature and description . Vendors shall pay all claims, damages, judgments, legal costs, adjustors' fees and attorneys' fees and attorneys' fees related thereto. Vendors understand and appreciate the potential dangers, hazards, and/or risks, directly and/or indirectly inherent in participating in the Festival and its associated activities and events, which may include but are not limited to the loss of life, serious loss of limb, or loss of property. Vendors participation in the Festival and its associated activities and events is completely voluntary and at the Vendor's own risk. Vendors voluntarily assume full responsibility for any risks of loss, property damage or personal injury including death that may be sustained during or as a result of participation in the Festival and it's associated activities and events whether caused by an act of commission or omission on the part of the producers or otherwise. It is the express intent of the Vendor that this covenant not to sue and hold harmless agreement shall bind the members of their family and spouse if alive and heirs, assigns and personal representatives if deceased. In signing this covenant not to sue and hold harmless agreement I acknowledge and represent that I have read the foregoing covenant not to sue and hold harmless agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representation, statements, or inducements apart from the fore going agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. By completing the information and signing below, you agree to Covenant not to Sue and Hold Harmless conditions stated above.

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Booth Name

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Vendor

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Date

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Printed name