

# Hornell Partners for Growth 2019 Independence Day Vendor Application

July 4<sup>th</sup> 2019

Set up: Be in place by 10:00 AM

(May set up July 3<sup>rd</sup> between 8:00 AM to 6:00 PM)

Veterans Memorial Park at St. James

Send Application, Check / Money Order to:  
Hornell Partners for Growth  
40 Main Street  
Hornell NY, 14843

Or

E-Mail: [hornellpartners@gmail.com](mailto:hornellpartners@gmail.com)

Or

Set up appointment to turn in: 607-324-9786

# HPG 2019 Independence Day Festival Vendor Application

This form must accompany the signed rules & Indemnity agreements and copies of all required certificates

Today's Date \_\_\_\_\_

Vendor Company Name \_\_\_\_\_

Contact Names \_\_\_\_\_

Mailing address \_\_\_\_\_

Contact Phone \_\_\_\_\_

Website or Facebook: \_\_\_\_\_

Emergency Contact Name/Number: \_\_\_\_\_

**Certificates to be provided as required:**

\_\_\_\_\_ Certificate of Liability Insurance:

Certificate Name: Hornell Partners for Growth Address: Veterans Memorial Park

\_\_\_\_\_ Health certificate \_\_\_\_\_ Other specific Certificate: \_\_\_\_\_

**Organization Type:** ( ) Individual Proprietor ( ) Non-Profit ( ) BID Business ( ) Corporation

**List of Products to be sold:**

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

**All Vendor's as applicable**

Sales Tax # \_\_\_\_\_ Health Department # \_\_\_\_\_

Fire Permit # \_\_\_\_\_ Home Processing # \_\_\_\_\_

Agricultural & Independence Day Festival # \_\_\_\_\_

**Food Vendor Electric Needs:**

\_\_\_\_\_ Need Electric \_\_\_\_\_ Generator

**Payment:**

\_\_\_\_\_ \$50.00 Craft Vendor

\_\_\_\_\_ \$175.00 Food Vendor w/own Generator

\_\_\_\_\_ \$225.00 if Electric required, ensure you provide your own extension cords and proper safety covers for cords

Make Payment to: Hornell Partners for Growth

Check Number: \_\_\_\_\_ Money Order Number: \_\_\_\_\_

Point of contact Signature: \_\_\_\_\_

HPG Manager Signature: \_\_\_\_\_

# Indemnity Agreement

WHEREAS, \_\_\_\_\_, a vendor, charitable organization or other type of entity (User) desires to participate in the Hornell Partners for Growth 2019 Independence Day Festival ; and

WHEREAS, such organization meets the criteria for participation in the Hornell Partners for Growth 2019 Independence Day Festival and agrees to obey the rules of the Independence Day Festival and understands the nature of operating within the Hornell Independence Day Festival and their responsibilities as a Independence Day Festival Vendor or Participant in the Independence Day Festival , including assuming responsibility for safe operation and conduct of their business within the Independence Day Festival ; the User agrees to indemnify, hold harmless and defend the Hornell Partners for Growth, its officers, agents and employees from and against all liability for and all claims, suits, demands, and/or actions for damages, injuries to person (including death), property damage (including loss of use) and expenses including court costs and attorney's fees and other reasonable costs occasioned by or arising out of User's presence within the Independence Day Festival area permitted by the City of Hornell conducted in connection with or incidental to participation and arising out of or resulting from the intentional acts or negligence of User, its officers, agents, employees, or person participating in the event sponsored by the User.

User further agrees that it shall, at all times, exercise reasonable precautions on behalf of and be solely responsible for the safety of its officers, agents, employees, participants, visitors and other persons as well as their property, while in or on the Independence Day Festival and surrounding areas. It is expressly understood and agreed that the City of Hornell shall not be liable or responsible for the negligence of User, its agents, servants, employees, customers, visitors and participants.

It is further agreed with respect to the above indemnity, that the Hornell Partners for Growth and User will provide the other with prompt and timely notice of any incident in any way directly or indirectly, contingently or otherwise affected or which might affect the User or Hornell Partners for Growth.

User further agrees that this indemnity provision shall be considered as an additional remedy for the Hornell Partners for Growth and not as an exclusive remedy.

\_\_\_\_\_ (initial) As a vendor or participant, I understand that myself, my business/organization, my employees and affiliates are not covered by the Hornell Partners for Growth's insurance policy at any event that we participate in. I understand that if I want to be protected, I must obtain insurance. Hornell Partners for Growth strongly encourages all vendors and participants to obtain and provide a Certificate of Liability with Hornell Partners for Growth listed as the Certificate Holder and to provide this to the BID Manager before attending any event.

Business Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

# Independence Day Rule's of Operations Acknowledgement

Vendor Business Name \_\_\_\_\_

Vendor Point of Contact Name \_\_\_\_\_

Vendor Phone Number \_\_\_\_\_

Vendor Email \_\_\_\_\_

By filling out/signing this letter you agree that you have **received, read, understood, and agree to all rules** as outlined in the HPG Independence Day Rules of Operations packet.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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