

Hornell Partners for Growth  
Music Jam & Vendor Fair  
Application

July 27<sup>th</sup> 2019

8:00 AM – 8:00 PM

Set up: Be in place by 7:30 AM

(May set up TENTS ONLY July 26th between 12:00 to 6:00 PM)

Security will NOT be provided

1 Steuben Square

**THIS IS A 12 HOUR EVENT  
MUST STAY FOR ENTIRE EVENT**

**NO DRIVING/PARKING ON THE GRASS AREA FOR THIS EVENT!!**

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 application call: 607-324-9786

# HPG Music Jam & Vendor Fair 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: 1 Steuben Square

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

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

**List of Products to be sold:** Note: Only two vendors of the same type will be allowed. Based on first come first serve.

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

## **All Vendor's as applicable**

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

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

## **Payment:**

\_\_\_\_ \$50.00 Craft Vendor, if Electric needed, provide your own extension cords and proper safety covers for cords

Note: Any food Vendors Must go through the YMCA Gus Macker Committee 324-5520

Make Payment to: Hornell Partners for Growth

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

Pont 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 Music Jam & Vendor Fair; and

WHEREAS, such organization meets the criteria for participation in the Hornell Partners for Growth Music Jam & Vendor Fair and agrees to obey the rules of the Music Jam & Vendor Fair and understands the nature of operating within the Hornell Music Jam & Vendor Fair and their responsibilities as a Music Jam & Vendor Fair Vendor or Participant in the Music Jam & Vendor Fair, including assuming responsibility for safe operation and conduct of their business within the Music Jam & Vendor Fair; 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 Music Jam & Vendor Fair 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 Music Jam & Vendor Fair 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: \_\_\_\_\_

# Music Jam & Vendor Fair 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 Music Jam & Vendor Fair Rules of Operations packet.

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

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