

# HPG 2019 Wildflower Festival Vendor Application

May 4<sup>th</sup> 2019 11:00 am — 4:00 pm

Set up 09:00 — 10:00 AM

1 Steuben Square, Hornell

## General Information:

Please Return applications to HPG:

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

Mail: 40 Main Street, Hornell NY 14843

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

Have questions: Attend Vendor Q&A Application Meeting:

Location: Hornell YMCA

Dates: 29 March 4:00 pm — 7:00 pm

5 April: 4:00 pm — 6:00 pm

# HPG 2019 Wildflower 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: \_\_\_\_\_

Electric Needed (limited spots) \_\_\_\_\_ Yes \_\_\_\_\_ No

**Certificates to be provided as required Certificates to be provided as required,**

\_\_\_\_\_ Certificate of Liability Insurance: Certificate Name: Hornell Partners for Growth, Address: 1 Steuben Square

\_\_\_\_\_ Health certificate \_\_\_\_\_ Rules agreement

\_\_\_\_\_ 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 & Wildflower Festival # \_\_\_\_\_

**Payment Method:** \_\_\_\_\_ \$25.00 Craft Vendor \_\_\_\_\_ \$50.00 Food Vendor

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

Make Checks / Money Orders out to: Hornell Partners for Growth

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 Wildflower Festival ; and

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

# Hornell Wildflower Festival Rules of Operations & Acknowledgement

## Festival Code of Conduct

Minimum expectations for all Wildflower vendors are that they be reliable, be set up to greet customers for the opening of the festival by 10:00 a.m, and keep a good, positive attitude for the duration of the festival hours. .

1. The festival and immediate vicinity is a “Family Friendly” area and all are expected to act appropriately.
2. Vendors are required to wear shoes and shirts at all times. Vendors should wear clean clothing and present a professional appearance.
3. Vendors may not smoke in any vendor/festival area.
4. Foul language, profanity, or other rude behavior is not permitted.
5. Incidents of unruliness and verbal disdain will not be tolerated and will result in immediate and permanent expulsion from future HPG events
6. Possession of firearms or consumption of alcohol or use of drugs, or operating under the influence is not permitted and is grounds for permanent eviction from any HPG sponsored events.

### Festival Vendor Rules and Responsibilities:

1. All vendors must complete and submit a Vendor Application which includes acceptance of the Wildflower Festival Rules and Regulations, and adherence to related governmental rules and permit/insurance requirements.
2. Required applications, permits, licenses, and fees must be complete before vendors will be allowed to participate in the Wildflower Festival.
3. All vendors must display a sign in their stall clearly identifying the name of the vendor and their location (county or city). Other information, such as telephone number/ website may be included.
4. Vendors must provide their own table, chairs, signs, and refrigeration (if needed). (10 X 10 tents)
5. Assume electricity is not available unless prior agreement is made before the day of event. If electricity is available, vendors must supply their own extension cords and mats or tape to cover any portions of the cord that lie in any walking area used by Wildflower Festival customers.
6. Vendors who require electricity to comply with health department requirements have priority over electrical uses not required to ensure product safety.
7. Vendors and their employees are responsible for informing themselves about and complying with federal, state, and local health regulations and licensing requirements governing the production, display, distribution, sampling, and sale of their products.
8. Vendors providing samples of their products must comply with the rules governing Wildflower Festival sanitation and health issues from the City of Hornell Health Department or other authorities.
9. Manufactured food products must meet City of Hornell Health Department requirements, including licensing and permitting rules.
10. Foods and food products produced by “Cottage Food Producers” may be sold at the Wildflower Festival pursuant to the rules and regulations established by the State of New York Department of Health.

11. All foods must be properly labeled. No un-labeled packaged or processed foods are allowed.
12. For information on the sale of manufactured canned or other processed foods contact the City of Hornell Health Department.
13. The vendor is solely responsible and liable for any claims and damages resulting from the sale of unsafe, unapproved, or unsound goods.
14. Vendors must supply all materials and containers for customer sales.
15. Vendors are responsible for obtaining a Sales Tax Number if required by the State of New York and collecting and paying any sales tax that may be assessed on their products. The vendor shall be responsible for filing any and all returns required by the State of New York with respect to sales tax collection. The Hornell Wildflower Festival will not involve itself in collection, audit, or other related sales tax activities.
16. Trash must be placed in suitable containers. The Wildflower Festival provides trash barrels for vendor convenience. No trash should be left in the Wildflower Festival area.
17. Portable restrooms are available on site.
18. It is the responsibility of the prospective vendor to complete, sign, and return all required paperwork and fees. Incomplete packets will not be processed.
19. Late arrivals are disruptive to other vendors and customers and reflect poorly on the Wildflower Festival as a whole. All vendors must have their booths dismantled and their spaces cleared as close to one hour after the Wildflower Festival closes.
20. All vendors must sign and return all parts of the application and Indemnity Agreement to the Wildflower Festival Manager with payment prior to attending a Wildflower Festival .
21. Vendors who leave early may not be approved for future HPG vendor events. Exceptions will be made for emergency cases.

# Wildflower 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 Wildflower Rules of Operations packet.

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

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