

2020 Wildflower Festival Craft Vendor Application

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

Vendor Company Name _____

Contact Names _____

Mailing address _____

Contact Phone _____

Contact E-mail _____

Emergency Contact Name/Number: _____

List of Products to be sold:

All Vendor's **as applicable**

Sales Tax # _____ Health Department # _____

Fire Permit # _____ Home Processing # _____

Everyone MUST be set up by 11:30 ready to go at 12:00 AND stay until 6:00 PM,

Check List to Return to HPG:

____ Copy of Insurance Form Provided (no checks will be cashed w/out insurance page)

____ Payment \$25.00 CHECK/MONEY ORDER ONLY made out to: Hornell Partners for Growth

____ Send to: Hornell Partners for Growth PO Box 643 Hornell NY, 14843

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 2020 Wildflower Festival ; and

WHEREAS, such organization meets the criteria for participation in the Hornell Partners for Growth 2020 Wildflower Festival and agrees to obey the rules of the Festival and understands the nature of operating within the Hornell Wildflower Festival and their responsibilities as 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 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 Festival grounds and surrounding areas. It is expressly understood and agreed that Hornell Partners for Growth, the City of Hornell, or any affiliates 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 REQUIRES 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 this event.

Business Name: _____

Printed Name: _____

Signature: _____

Date: _____

Phone Number: _____

Wildflower Festival Rule's of Operations Acknowledgement

Vendor Business Name _____

Vendor Point of Contact Name _____

Vendor Phone Number _____

Vendor Email _____

Website or Facebook: _____

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

Printed Name: _____

Signature: _____

Date: _____