

2022 4th of July Festival Vendor Application

Fully complete **ALL** information and sign **ALL** area's, not doing so will cause HPG to return your application.

Vendor **Company** Name _____

Owner/ Contact Names _____

Mailing address _____

Phone _____ Contact E-mail _____

Emergency Contact Name/Number: _____

List of Products to be sold: **No items such as clothing, hats, flags with profanity, confederate flags, BLM, etc.**

All Vendor's as applicable

Sales Tax # _____ Health Department # _____ Fire Permit # _____ Home Processing # _____

All Vendors MUST Agree to:

1. Be unloaded with cars moved out of the park by 1030 AM.
2. Be set up by 11:30 ready to go at 12:00
3. Craft Vendor Stay 6:00 PM- You may stay later * you must wait for a HPG Event Crew members to walk your car out of the area.
4. Food Vendors Stay until after Fireworks
5. Agree to follow any NYS Requirement that pertain to COVID 19

Check List to Return to HPG: Payment Send to: Hornell Partners for Growth PO Box 643 Hornell NY, 14843

Please check the vendor type you are, and then ensure that you have

____ Free for Non-Profit's, School's Club, HPG Business

____ \$50.00 Craft Vendor

____ \$100 Craft Vendor needs electric (**Limited – Call to confirm we have a spot before sending check**)

____ \$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.

____ Check/ Money Order ONLY

_____ Made out to: Hornell Partners for Growth

_____ Please note on check/money order: 4th of July Vendor Free & Number of spots if more than 1

_____ Send all applications & Payments: **Hornell Partners for Growth, PO Box 643, Hornell NY 14843**

Vendor/Point of contact Signature: _____

Indemnity Agreement

WHEREAS, (Your business Name or name) _____, a vendor, charitable organization or other type of entity (User) desires to participate in the Hornell Partners for Growth 4th of July Festival ; and

WHEREAS, such organization meets the criteria for participation in the Hornell Partners for Growth 2022 4th of July Festival and agrees to obey the rules of Festival and understands the nature of operating within the Hornell 4th of July Festival and their responsibilities as a Festival Vendor or Participant in the 4th of July Festival , including assuming responsibility for safe operation and conduct of their business within the 4th of July 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 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 insurance.

_____ (Initial) Food Vendors will provide a copy of insurance documents, and all health & safety certificates

_____ (Initial) By signing this document you acknowledge that HPG is not asking for a copy of your insurance paperwork, however, you are confirming that you are fully covered by your insurance policies and that you waive / release Hornell Partners for Growth, the City of Hornell and any of its employees, volunteers or contractors from any legal action taken against you for your named business, booth, products, etc. if you are willing to provide a copy please do with your application.

Business Name: _____

Responsible Party/Owner/Manager Name Printed _____

Signature: _____ Date: _____

Phone Number: _____

2022 4th of July Festival Rule's of Operations Acknowledgement

Vendor Business Name _____

Vendor Point of Contact Name _____

Vendor Phone Number _____

Vendor Email _____

This is a kid friendly event and includes Prohibited Items:

Yard Sale items, pets (except gold fish games), firearms, knives (except for kitchen cutlery/Fishing), swords, unsafe articles, pea shooters, snappers, tire bats, caps, fireworks, satanic paraphernalia, whips, foul smelling spray, drug paraphernalia, anything deemed offensive, including but not limited to vulgarness, **profanity/swear words**, sexual, hate symbols, racist, threatening etc. will not be permitted on the premises, or on sale in the exhibit area. No items such as clothing, hats, flags with profanity, confederate flags, BLM, etc. Other objectionable items will not be permitted under the discretion of HPG

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: _____