

# 2023 9<sup>th</sup> Annual Wildflower Festival

May 27<sup>th</sup> – Grass Area by **40 Main Street (Chamber Building)**

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

Contact Name \_\_\_\_\_

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

Contact 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 # \_\_\_\_\_

**Everyone MUST Agree to:**

1. Arrive between 9 - 10 AM, and be unloaded and car moved by 11:00 AM
2. No cars in the area, Vendors can park by the Chamber Building or in a nearby Public Parking Lot
3. All vendors will stay until 6:00 PM

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

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

\_\_\_\_\_ \$25.00 Craft Vendor (No Electric offered) \_\_\_\_\_ note on check/money order: WF 2023

\_\_\_\_\_ ~~\$50.00 Food Vendor – no power please use a generator~~ – SPOTS FILLED

\_\_\_\_\_ **Check:**

\_\_\_\_\_ Made out to: Hornell Partners for Growth

\_\_\_\_\_ Write in "Wildflower 2023" in notes section

\_\_\_\_\_ **Money Order:**

\_\_\_\_\_ Made out to: Hornell Partners for Growth

\_\_\_\_\_ Be sure to sign and address any money order with YOUR address & signature if required.

\_\_\_\_\_ Mail to **Hornell Partners for Growth, PO Box 643, Hornell NY 14843**

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

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

# Indemnity Agreement

WHEREAS, (Write in POC/Business Name) \_\_\_\_\_, a vendor, charitable organization or other type of entity (User) desires to participate in the Hornell Partners for Growth 2023 Festival; and WHEREAS, such organization meets the criteria for participation in the Hornell Partners for Growth 2023 festival and agrees to obey the rules of Festival and understands the nature of operating within the Hornell event and their responsibilities as a Festival. Vendor or Participant in the festival, including assuming responsibility for safe operation and conduct of their business within the 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) 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: \_\_\_\_\_

Wildflower Festival Rules  
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. Including but not limited to this paragraph:

***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

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

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

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