



Kelly's Country Store Fall Fest 2018 Vendor Application

Event Date:	<u>October 13 & 14, 2018</u>
Deposit \$	_____ Pld. On <u>___/___/___</u>
Balance \$	_____ Pld. On <u>___/___/___</u>

Contact Info:

Contact Name: _____ Phone No: _____

Business Name: _____

Address: _____ City: _____ Zip: _____

Email: _____ Website: _____

**ALL fields are required*

Payment Information

A \$50 deposit is due on or before Sept. 15, 2018. Full payment (\$100 total) must be received by Oct. 1, 2018.

Participation fees can be made by check/money order payable to: Kelly's Country Store 3121 Grand Island Blvd. Grand Island, NY 14072

Return Check Policy

Any vendor, whose check is returned by the bank for any reason, will be subject to an additional \$50 fee. Such fee will be collected before the vendor is allowed to operate.

Non-Sublet Policy

Vendors shall NOT sublet any booth to any person, firm, association or corporation. Any vendor who sublets their space shall forfeit all fees paid and will be immediately ejected from the event and be banned from future participation. Sub lessee may also be ejected.

Indemnification

Vendor agrees to indemnify and hold harmless Kelly's Country Store, their officers, agents, servants, employees and Board members, from any and all claims, damages, losses, actions, suits or lawsuits for personal injury or property damage resulting from or relating in any way from Vendor's actions or inactions, negligent or intentional acts, while setting up, operating or participating in the event.

Event Set-Up

Vendors will be able to access the property for set-up on Friday Oct. 12th between the hours of 10:00 a.m. and 6:00 p.m. and between the hours of 7:00 a.m. and 9:30 a.m. on Saturday, October 13th, 2018. Non-essential vehicles and equipment must be moved to the vendor parking area by 9:30 a.m. the day of the event

Event Break-Down

Vendors will be able to break down their booths at 6:00 p.m. on Sunday Oct. 14th. Additional vehicles will be allowed to return to the food service area after 5:00 p.m. Vendors must continue to operate their booths until 5:00pm and removal of trucks/tents or booths before 5:00 p.m. is prohibited.

Remedies of Committee

This Agreement shall constitute a license, revocable at the sole discretion of the event committee. The committee retains the right, at its sole and exclusive discretion, to revoke this license for noncompliance with terms of the contract. In the event of revocation, vendor shall forfeit any booth fees.

Parking

If vendors or their employees park illegally (off the property), Kelly's Country Store is NOT responsible for any violation tickets received by a vendor. After unloading, all cars must be immediately moved to an appropriate, vendor-designated parking area.

Pouring Rights

Alcoholic beverages may be served by The Lewiston Stone House Catering ONLY. All other vendors are prohibited from serving alcoholic beverages of any nature and may only serve Non-alcoholic beverages.

Rules & Regulations

1. Vendors shall respect each other, the visitors, employees and volunteers.
2. All tents must be properly anchored and weighted down. You can stake tents in the ground. All booths must be aligned with the booth next to them. The event staff will assist with coordination of setup and in the event there is any discrepancy as to positioning of tents, Kelly's Country Store or event staff's decision on placement and positioning of tents shall be final. All booths/stands must not exceed specified size and must be clean, safe and in good condition at all times.
3. **HOURS OF OPERATION:** All vendors must be fully staffed, open and ready to serve guests and must remain so between the hours of 10:00 a.m. to 5:00 p.m., Saturday, October 13th. And Sunday, October 14th. 2018.
4. Vendors must keep the area around and in front of their tent/truck clean, clear and free of any equipment, debris or garbage.
5. Vendors must pay any cost associated with the removal of their booth/stand and all trash.
6. All complaints and/or concerns should be addressed to the event committee as soon as practicable.
7. The event committee shall have the authority to evict vendors whose behavior and attitude is not up to the standards of the Kelly's Fall Fest, as determined at the sole discretion of Kelly's or the event committee.
8. All cooking equipment, set-up tables, etc., must be confined to your purchased space.
9. Any literature or signage that is provided by the event committee must be displayed at all times.
10. All rules and regulations will be strictly enforced.
11. The event will be held rain or shine, and no refunds shall be given.

Product Description

Please give a description of the products and or menu items you will be serving: _____

Insurance

Each vendor must provide proof of insurance, naming Kelly’s Country Store, Inc. an additional insured, with a minimum of general liability of \$1,000,000 per occurrence/ \$2,000,000 aggregate and statutory workers comp limits (if applicable). The certificate must also include hold harmless wording: *Kelly’s Country Store, Inc its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or property of the vendor, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the vendor in connection herewith, and the vendor hereby covenants and agrees to indemnify, defend, save and hold harmless Kelly’s Country Store, Inc, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.* A certificate of insurance along with Form DB-120.1 or Form CE200 (if workers comp and DBL/PFL insurance is not carried) must be received with your final payment on or before September 15, 2018.

Electric

Check here if using electric—vendors must provide their own electric.

Propane

Check her if you will be using propane—vendors must provide their own propane.

Vendor Printed Name: _____ Signature: _____
Date: _____

By signing this application I agree to the rules, terms and conditions of
Kelly’s Country Store Fall Festival event

Received By: _____ Date: _____

Contact:
Kevin Kelly
716-510-4569 cell
716-773-0003 Store
Kkelly1997@roadrunner.com

