

## Yorktown Festival & Street Fair – Exhibitor/Sponsor Participation Terms & Conditions

The Yorktown Festival & Street Fair hours are 11:00am – 6:00pm on Saturday, October 10, 2009 (Rain date of Sunday, October 11<sup>th</sup>), and will take place on Commerce Street & Veterans Road in Yorktown Heights, NY 10598. Festival hours must be observed; no early breakdowns will be permitted.

**Cancellation:** The exhibitor and/or sponsor have the right to cancel at any time; all cancellations are subjected to a 50% cancellation fee. No refunds will be given after September 11, 2009.

**Display Height & Exhibitor Placement:** No displays are allowed that are over 6'-0' in height, without approval. All exhibitors & sponsors will have available to them a space of 10'x10' (unless they purchased additional space). No exhibits shall obstruct walkways, storefronts, public, as well as town signage. No person shall block, obstruct or interfere with the free flow of pedestrian traffic. Safety is important; your tent/canopy must be securely anchored to prevent from becoming a dangerous airborne projectile, due to the high winds that typically occur at that time of year by using sand bags, anchors, etc.

**Food & Beverages:** All food vendors must have a food permit available at their booth. Please contact the Westchester County Board of Health for a Temporary Permit (914) 864-7331 or visit [www.westchestergov.com/health](http://www.westchestergov.com/health).

**INSURANCE:** All exhibitors and/or sponsors shall maintain and demonstrate proof of general insurance for injury or death to persons in the amount of no less than \$1,000,000 for any one person and accident and for loss or damage of property. The policy shall name The Yorktown Chamber AND The Town of Yorktown as additional insured for coverage dates of October 10, 2009 – October 11, 2009. Certificate of insurance must be received by The Yorktown Chamber within 2-weeks of completed application.

**Liability:** It is understood by the exhibitor and/or sponsor that the Yorktown Chamber of Commerce, the Town of Yorktown and Events To Remember shall not be held liable by an exhibitor and/or sponsor for any damage, loss, or destruction of or to an exhibit or an exhibitor and/or sponsors property. The Yorktown Chamber of Commerce, the Town of Yorktown and Events To Remember will not be held liable for subcontracted staff and vendors. The Yorktown Chamber of Commerce, the Town of Yorktown and Events To Remember shall not be liable for any damages and/or expenses incurred by the exhibitor and/or sponsor in the event that this Festival is delayed, interrupted or not held as scheduled.

**Restricted Items:** The following items are prohibited in your exhibitor space: heat-producing equipment (unless you have a permit), open flames, flammable liquids or fuels, helium tanks (unless you have approval from the Town), silly string, toy or water guns, no live animals (without the consent from the Yorktown Chamber of Commerce & the Town of Yorktown), firecrackers, poppers or any other harmful fireworks, any illegal items. In addition, the Yorktown Chamber and the Town of Yorktown reserves the right to prevent a vendor from selling or distributing any item dangerous or inappropriate.

**Sales Tax:** Please bring your New York State Sales Tax permit and have available during the Fair.

**Security:** The Yorktown Chamber, The Town of Yorktown and Events To Remember are not responsible for the merchandise left unattended by the exhibitor and/or sponsor during the Festival. Should the exhibitor and/or sponsor require security, the exhibitor and/or sponsor will be responsible for hiring and paying for security officers.

**Set-up:** Confirmation letters will be e-mailed to all vendors 2 weeks prior to the Festival, with pre-event set-up instructions, vendor parking procedures, vendor check-in assignments and vendor breakdown instructions. No vehicles will be allowed to park on the Town's lawns, and no vehicles will be allowed to park within the fair area from 9:30am - 6:00pm. All vendors must remain until 6pm for the quality of the event; early break-down is prohibited.

**Space:** The space contracted for is to be used solely by the exhibitor and/or sponsor whose name appears on the agreement and no portion can be sublet or assigned without prior permission from the Yorktown Chamber of Commerce and Events To Remember. Exhibitors must provide their own tent, table, chairs and table cloths. We reserve the right to make modifications and change space assignments as may be necessary to meet event requirements.

**Trash:** All vendors will be supplied with (2) heavy duty trash bags, and they MUST take their garbage and dispose of it in waste receptacles directed by the Yorktown Chamber of Commerce and the town of Yorktown. Not following the break-down instructions will result in a \$75.00 clean-up fee.

**Complete Agreement:** This agreement contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto. This agreement shall be constructed in accordance with the laws of New York State.