VILLAGE OF HORSEHEADS VENDOR RULES AND REGULATIONS

Please save this copy of the Rules and Regulations for your reference and records.

CONTRACTUAL PROVISIONS

1. The Village of Horseheads reserves the right to deny rental of a booth space. Previous participation does not guarantee vendor space or priority treatment. It is the intent of the Village of Horseheads to offer a variety of vendors and items as much as possible, however, more than one booth with the same type of merchandise may be allowed.

2. The Vendor Application Packet must be completed in its entirety and submitted by relevant deadlines without exception. Trailer and/or table(s) must fit in the space(s) and paid for in advance. There will be no exceptions made, as all spots are assigned within these parameters.

In addition to this form, each Vendor must email the following to parksrec@horseheads.org:

· menu and prices or signed statement of not selling items,

· proof of insurance, COI

- with " Village of Horseheads, 202 S Main ST, Horseheads, NY 14845" as ADDITIONAL INSURED
- "Holiday in the Square 2026" as the DESCRIPTIONS OF OPERATIONS

· copy of sales tax license.

2. Prohibition against Employing Illegal Aliens: All vendors and their employees working at the event must be legally documented. Vendors must provide proof, if requested.

3. Insurance: All vendors must purchase and maintain insurance as specified below:

· Employees: All personnel assigned by the Vendor to work or perform work during this event will be and remain at all times the employee of the Vendor.

· Worker's Compensation Insurance: Vendors should carry Worker's Compensation Insurance to cover obligations imposed by law for itself and any employee engaged in the performance of services at event. The Vendor should comply with the requirements of the Worker's Compensation Act of New York and should provide Worker's Compensation Insurance to protect the Vendor from and against any and all Workers Compensation claims arising from the performance of services.

· Comprehensive Liability Insurance: Vendors must carry Comprehensive General Liability Insurance with minimum combined single limits of One Million Dollars ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual independent

contractors, products, and completed operations. The policy shall contain a severability of interest provision.

· Automobile Liability Insurance: If applicable, Vendors should carry Automobile Liability Insurance with combined single limits of One Million Dollars ($1 each occurrence and One Million Dollars ($1 aggregate with respect to each of the Vendor's owned, hired and non-owned vehicles assigned to or used in performance of the work. The policy shall contain a severability of interest provision.

4. Certificates & Licenses: Vendor must provide Village of Horseheads with proof of applicable insurances (copy of which must be submitted with this application). All other licenses must be current and in good standing.

5. Sales Tax License: All vendors selling items must collect sales tax.

You must include your sales tax number on your application and the license must be displayed at the event. It will be your responsibility to remit the above stated sales tax to the correct agencies.

6. Assignment or Subcontracting: Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the Village of Horseheads.

7. Indemnification and Release of Liability: The Vendor shall indemnify and hold harmless Village of Horseheads and its employees, agents, elected officials, and officers from and against any and all losses, damages, liabilities, claims, suits, or actions, including costs and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Vendor, or its principals, employees, agents or contractors, arising out of or in any way connect with: 1) Vendor's participations in Village of Horseheads events, and/or 2) Vendor's use of The Village of Horseheads property licensed for use for reserved events. Further, Vendor on behalf of itself and its principals, employees, and agents shall release the Village of Horseheads and its elected officials, officers, agents and employees for any and all liability for damages to person or property arising out of or related in any way to Vendor's participation in the Village of Horseheads events. The provisions of this paragraph shall survive tie termination of this Agreement.

8. Changes or Alterations: There will be no change, alteration, variation or deviation from the terms of this Agreement unless made in writing and signed by all parties hereto. No verbal understanding or agreement, past, present or future not incorporated herein shall be valid or binding on either party. it is further agreed all representations regarding this Agreement are contained herein and understood by the parties hereto.

9. Compliance with Laws: The Vendor shall at all times comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions, including but not limited to, the rules and regulations stated below. And all other rules and regulations applicable to Village of Horseheads events.

B. RULES AND REGULATIONS

1. Health Department: All food vendors must have a Temporary Food Vendor License and display it openly at the event.

2. Access: The Village of Horseheads and it employees, agents, or volunteers shall have access to any Vendor space/premises at all times, but Vendors are responsible for securing personal items. The Village of Horseheads is not responsible for lost or stolen items.

3. Location: The Village of Horseheads reserves the right to locate, re-locate, refuse relocation, or cancel any Vendor that is not in the best interest of the event. Vendors are prohibited from sub-leasing booth space or portions thereof without prior written authorization from the Village of Horseheads. Two or more businesses, groups, or persons may not share a single booth space without prior written approval from the Parks and Recreation Director or Village Manager.

4. Electrical: Vendors are responsible for furnishing their own electrical cords. All cords must be of approved type (UL) and grounded. Electrical service will be provided by the Village of Horseheads to those Vendors who have paid for electricity. Electricity provided is 110V. In the event of disruption of electrical service, the Village of Horseheads or any of its elected officials, officers. employees and/or agents shall not be held responsible for any damage, including but not limited to, any food products or equipment. The Village of Horseheads reserves the right to have electricity disconnected to any Vendor not complying with code or wired unsafely.

5 Water: No water is supplied or available for vendors. Water used by vendors must be disposed of in compliance with all state and local regulations, including Chemung County Health regulations.

6. Cooking Grease: Food vendors using cooking grease must properly dispose of cooking grease in appropriate containers and remove from site. Any vendor found leaving debris behind or disposing grease onto Village property will be prosecuted to the fullest extent of the law,

7. Trash: Trash receptacles will be provided for the event users. Vendors are responsible for disposal of trash within their booth area.

8. Tent/Signage: A fire-resistant tent must be supplied by any/all vendors with a concession area. All vendors must bring their own tents for their vendor space and are responsible for setting the tent up prior to the event. All Concession Vendors must bring a professional sign stating menu prices and items being sold at their food booth.

9. Consumption of Alcohol and Food or Beverage: No vendor and/or volunteer may consume any alcohol in and/or around their booth. And, by dictate of the Health Department, no food or beverage is to be consumed inside a food preparation or food serving booth.

10. Conduct: The Vendor shall conduct the operations of their booth in a quiet and orderly manner at all times and shall keep the booth area neat, clean and free from rubbish. Vendors are expected to behave in a manner fitting a community, family event.

11. Sound: Vendors shall obtain prior permission from the Parks and Recreation Director or Village Manager in writing before having any sound devices such as radios, speakers, stereos or other attention getting devices at their booth. The Village of Horseheads reserves the right to revoke permission for the use of such sound devices at any time. Musicians and bands contracted to provide music are exempted from this provision.

12. Setup and Teardown: Vendors must have their booth setup during the specified Vendor setup hours. Vendors may not close, or dismantle their booth prior to event close. Vendors who violate this rule shall be subject to liquidated damages.

13. Violation of Rules: Failure to comply with these rules and regulations may result in immediate loss of booth space and privileges and violators may be expelled. Removal or cause of Eviction - a Vendor is subject to eviction for their booth or the event at any time and without refund of Vendor fees for misconduct, harassment, or disrespect of Health Department officials, Security Officers, Event Personnel, attendees or fellow Vendors.

14. Right of Refusal: In order to maintain a balance of products and services, and as a means of encouraging new products, it sometimes becomes necessary to deny space when too many vendors wish to display or sell the same or related items. Acceptance of any application does not imply endorsement by the Village of Horseheads of the Vendors' services or products.

15. Entire Agreement: These items constitute the entire agreement between the Vendor and the Village of Horseheads. If any provision is invalid or unenforceable under applicable law, it is deemed to be omitted and the remaining provisions will continue in full force and effect.

My electronic signature below verifies I have read the VILLAGEOF HORSEHEADS VENDOR RULES AND REGULATIONS and will fully comply.

_____ _____

Print Name **Signature**

_____

Date

_____ _____

Email **Phone Number**

_____ _____

Tax ID Number **Business Name**

_____

Event

Electric Needed (110V Outlet) Please Circle: YES NO

Description of items bringing to this event. _____

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