## Nyack Street Festival Exhibitor Contract - Rules & Regulations

- 1. It is the sole responsibility of Food Vendors to obtain the proper permit from the Rockland County Dept. of Health (845) 364-2600 or (845)364-2078. Failure to obtain the permit will result in removal from the fair, without refund.
- 2. It is the sole responsibility of all exhibitors to collect and pay NYS Sales Tax and each must have a current NYS Sales Tax Number and certificate attached to their application. Contact NYS Dept. of Taxation and Finance at 1-518-485-2889 or @tax.ny.gov for a DTF No. 17 if required.
- 3. Certificates of Insurance for Food Vendors <u>must be attached to the application</u>. Go to <u>www.woodwill.com</u> to download the required information for the CERTIFICATE OF INSURANCE located at the bottom of the Woodwill show schedule page (Insurance Information For All Food Vendors).
- 4. Check-in time begins at 7:00 am. Set-up MUST be completed and vehicles removed NO LATER than 9:00am. Exhibitors arriving late (after 9:00 am) will forfeit their space and will be placed at the discretion of the show management
- 5. Vehicles must be unloaded and then park your vehicle before setting up.
- 6. Exhibitors must supply their own set-up equipment. Tents will NOT be allowed unless they are weighted on all 4 poles. No bare tables —all tables must be covered all the way around and to the ground. All cartons must be out of sight.
- 7. No exhibitor will be allowed more than 10' from the curb THIS WILL BE STRICTLY ENFORCED.
- 8. **Electric is NOT available**. Generators must be approved in advance. Only QUIET generators permitted. Exhibitors must have a **fire extinguisher** if you have a generator.
- 9. Spaces will be assigned by the date on the application. Returning exhibitors will be given priority until the cut- off date. Food Vendors & Exhibitors must clearly state on the form **EXACTLY** what they are selling.
- 10. ABSOLUTELY NO hazardous or objectionable items will be permitted. The Nyack Chamber of Commerce/Woodwill Corporation reserves the right to eliminate any items for sale which are deemed unacceptable or in conflict with street fair guidelines or any exhibitor at their absolute discretion.
- 11. Merchants or exhibitors are strictly prohibited from sub-leasing or sharing a space. Only the business whose tax ID number/business name will be allowed to operate in that space. Violators will be charged an extra \$160.00-\$210.00
- 12. Exhibitors are required to list all the products that they sell on their application.
- 13. Merchants participating in the festival may sell in their booth only items regularly for sale in their shops.
- 14. Absolutely NO Refunds. An Exhibitor's inability to appear at the Fair for any reason will not result in a refund. No refunds will be made due to inclement weather, Fairs are Rain or Shine!
- 15. Exhibitors must keep their area clean and free from debris. Exhibitors are responsible for their own garbage and must put it in the dumpster or take it with them. Exhibitors who do not comply will be subject to a fine.
- 16. Tear down begins at 5:00pm, all exhibitors must have their exhibits broken down and vacated by 6:00pm to allow clean up by the DPW. Vehicles will not be permitted on the streets until after 5:00pm or as per the police on site.
- 17. If you are applying as a "Non-Profit," you must include paperwork documenting your organization's non-profit status.
- 18. By signing this agreement, The Exhibitor agrees to indemnify, defend and hold harmless The Nyack Chamber of Commerce, Woodwill Corporation its members, officers, employees, agents and representatives for any personal injuries, property loss or damage suffered by any person as a result of the actions of the exhibitor. Nyack Chamber of Commerce/Woodwill Corporation, shall not be held liable for failure to perform or fulfill its contractual obligation provided such failure is caused, occasioned or furthered by closures of site locations due to any cause or causes beyond its control, including, but not limited to acts of God, fire, flood, war, public disaster, strikes or labor difficulty, governmental enactment, regulations or ordered or any other cause or causes beyond its control. If the show is cancelled the event will not be rescheduled and no refunds or credits of any kind will be issued,

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Total Amount to be charged to your credit card - \$		_			
I hereby authorize these charges to be made to my	VISA	MASTER CARD	(PLEASE WRITE	CLEARLY)	
Card #	Exp Date:	3 Digit Security Code:			
Name on Card:	Add Billing address if different than on application:				
Address:	City:	St:_	Zip:		
Signature:		Date:			

CREDIT CARD PAYMENT INFORMATION: 4% will automatically be added to your credit card payment