



# North Branford Potato & Corn Festival

www.nbpotatofest.com | August 4, 5, 6 & 7, 2022

## 2022 ONE-DAY TABLE VENDOR CONTRACT

This application is for an 8-foot table under a 40x40 foot tent. One table and one chair are provided.

Vendor Hours	Resident	Non-Resident
Non-Profit Night: Thursday, Aug. 4: 5 p.m. to 9 p.m.*	\$25	\$50
Direct Sales/ Retail: Friday, Aug. 5: 5 p.m. to 9 p.m.*	\$75	\$125
Handmade Crafters: Saturday, Aug. 6: 11 a.m. to 7 p.m. *	\$75	\$125
Optional donation of raffle prize (baskets must have retail value of at least \$50)	-\$25	-\$25
<b>Total Cost</b>		

*\*amusements will remain open until festival closing; vendors can opt to remain open until then if desired.*

**Items to be sold/displayed** (Please include photographs or detailed descriptions of the items as we will make every effort to accept unique vendors to create a diverse shopping experience): \_\_\_\_\_

**CT Tax ID #:** \_\_\_\_\_

*\* Unless exempt, you must have a valid tax registration number from the State of Connecticut, Department of Revenue Services and display it at your booth. Visit [ct.gov/drs](http://ct.gov/drs) or call 800-382-9463 if you need to apply.*

**Name:** \_\_\_\_\_ **Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Website/ Social Media:** \_\_\_\_\_ **Can we link to your pages?** \_\_\_\_\_

Spaces are limited. To reserve your space, return signed paperwork with payment. Checks to be made payable to "Town of North Branford" and mailed to NB Recreation Department, attn: PoCo, 1332 Middletown Ave., Northford, CT 06472. Call 203-214-7006 to make a credit card payment. Spaces are available on a first come, first serve basis. Keep a copy for your records, including the craft vendor information and guidelines.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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## 2022 TABLE VENDOR GUIDELINES & REQUIREMENTS

### General Requirements

- All vendors in the Handmade Craft Tent are only permitted to sell items that they personally make. Resale of handmade items and the sale of food items is not permitted.
- Active recruiting is not permitted by direct sales vendors.
- No smoking or vaping on festival grounds.
- A clear path must be maintained for egress. Stock must be kept under tables.
- Vendors are responsible for the storing and safekeeping of their equipment and personal property at all times during the Festival. The Town shall not be responsible for damage to Vendor's equipment or property.
- Vendors must comply with any and all COVID-19 restrictions and regulations established for the event by the Town of North Branford.
- Vendors will be permitted to sell/ display only what is featured in photos or what is listed on your application. The Committee reserves the right to restrict the sale of any item not listed on the application.
- Booths must remain during hours listed.

### Set-up & Breakdown

- Vendor setup will be held from from 3 to 5 p.m. on Thursday and Friday and 8 to 10 a.m. All vendors must be open by 5 p.m. on Thursday and Friday and 11 a.m. on Saturday.
- Vendors who opt in to raffle must bring their basket ready to be displayed. Please feel free to include promotional items for your product/ shop.
- Vehicles are not allowed to enter or park on the festival grounds. You will be permitted to park in the shuttle area to unload your car and it must then be moved the designated parking area.
- Vendors will be assigned an eight-foot table and your items must be contained to your tabletop. Extra product must be stored under the table. Feel free to bring your own table coverings/ decorations. One chair will be provided per space.
- The tent will have lighting, but spaces will not have electricity. Spaces with electricity are available as a full-weekend vendor; generators are not permitted.
- At breakdown, **no cars will be permitted to move to the shuttle area until the shuttles are done running for the night, usually 15 minutes after the festival closes. Those leaving prior to the festival's closing must transport their items to their car by hand.**
- Each vendor is responsible for the cleanup of his or her assigned space.

### Parking

- You will be issued a color-coded parking pass, allowing one car per vendor space to park on-site. Parking pass must be displayed in the driver's side windshield.
- On-site general parking is \$20. Cars without a parking pass will be sent to our shuttle lots.
- **Lost passes or failure to distribute passes to others manning your booth will result in having to pay for on-site parking or use of the free shuttles.**



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## Liability Insurance & Tax ID

- You must provide your own insurance. Neither the Town of North Branford nor the Potato & Corn Festival Committee can or will be held responsible for damage, loss, or accidents.
- All vendors must meet all insurance requirements outlined in the attached document. See attached Insurance Requirements regarding Certificate of Insurance, which is required to be submitted by Friday, May 27. For your convenience, we have also included information on where you can procure special event insurance. Workers Compensation Insurance is required by law for all workers.
- Connecticut State law requires that each vendor collect sales tax on all items sold. You must obtain a Tax ID number from the State of Connecticut. This Tax ID number should be on the application **and** visible in your booth.

## Vendor Agreement

- Vendor agrees to abide by the rules of the Potato and Corn Festival Committee.
- Vendor agrees to accept the space allocation made by the Potato and Corn Festival Committee.
- Vendor agrees to abide by the Cancellation Policy contained herein.
- **All vendors, employees, and visitors must complete and sign the provided "COVID-19 RELEASE, INDEMNIFICATION, AND COVENANT NOT TO SUE" paperwork and are subject to temperature and health screenings.**
- Vendor agrees to waive all rights and release all claims that might be had against the Town of North Branford, its employees and agents, for any and all injuries or losses, which may be suffered because of my participating at the Potato and Corn Festival sponsored by the Town of North Branford.
- I give permission to have my photo taken and used for publicity purposes for the Town of North Branford and the North Branford Parks and Recreation Department.

## Cancellation Policy

**Vendor agrees that no refunds will be claimed or made for any reason, including but not limited to the failure of the vendor to appear or cancellation by the vendor due to inclement weather or a COVID-19 related emergency. The only exception will be in the case of a full event cancellation by the 2022 PoCo Festival (including cancellation of the rain date), under which circumstances vendors will have the option to apply their fees to the 2023 Festival or receive a refund.**

The Vendor acknowledges that they have been provided with and read the above Guidelines and Requirements for the 2022 Potato and Corn Festival and that the signature below confirms that they will comply with all of these guidelines and requirements during the Festival.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone Number



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## RELEASE OF LIABILITY

Vendor agrees to indemnify, defend and hold harmless, Town of North Branford, its Parks and Recreation Department, its Town Council, officers, employees, volunteers, agents and assigns (hereinafter "the Town") from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with Vendor's performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Vendor.

Vendor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Vendor, its agents, sub-contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of Town of North Branford. This duty shall arise at the first claim or allegation of liability against Town. Vendor will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone Number



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## COVID-19 RELEASE, INDEMNIFICATION, AND COVENANT NOT TO SUE

By signing this COVID-19 RELEASE, INDEMNIFICATION AND COVENANT NOT TO SUE form where indicated below, I agree that:

- While attending the Festival or using Town facilities, I and my child(ren) and other family members will comply with all rules, policies and procedures of the Town and the Festival, including but not limited to all rules policies and procedures designed to reduce risk of exposure to COVID-19.
- I, my child(ren), and my other family members will not come to the Festival or facilities of the Town if I, my child(ren), or my other family members exhibit any symptoms of COVID-19, or if I, my child(ren), or my other family members have been exposed to anyone who has exhibited symptoms of COVID-19, has been diagnosed with COVID-19, or had been exposed to COVID-19.
- To the full extent permitted by law, for myself, my child(ren), and my other family members, I hereby release the Town, the Festival, and their respective officers, employees, and volunteers (collectively, the "Town/Festival") from and I hereby agree to and shall indemnify, defend, and hold the Town/Festival harmless from, any and all liability, costs (including attorney's fees), damages, and claims of any nature whatsoever (including negligence claims) that the Town/Festival may be subjected to, suffer, or incur arising from or relating in any way whatsoever to exposure or possible exposure to COVID-19 while I, my child(ren) or my other family members are attending the Festival or visiting or using the facilities of the Town, but excluding liability, costs, damages, or claims that result from willful and intentional misconduct by the Town/Festival.

The undersigned, as parent(s), legal guardian(s), or conservator(s) for our child(ren) named below, and on behalf of my other family members, represent that I/We have the legal capacity and authority to agree to and to grant consent on behalf of our child(ren), my other family members, and for myself/ourselves for the release, indemnification, covenant not to sue, and other matters described in this COVID-19 RELEASE, INDEMNIFICATION AND COVENANT NOT TO SUE.

I/We have signed this form knowingly and voluntarily, and I/WE intend that its terms and conditions will be binding and enforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone Number



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## Insurance Requirements

Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and **shall name the Town of North Branford as an "Additional Insured"** on a primary and non-contributory basis to all policies. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of A- VIII. In addition, all carriers are subject to approval by the Town of North Branford.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	*no exclusions for Amusement Devices	
Auto Liability	Must provide a copy of proof of insurance, personal auto declarations page.	

### PLEASE NOTE:

- \* The "Town of North Branford, 909 Foxon Road, North Branford, CT 06471" must be named as "Additional Insured" on this policy reading: **"Town of North Branford listed as additional insured. Please indicate days of participation for the North Branford Potato and Corn Festival."** \*Description of Operations/Locations **MUST** read: **POCO Festival and then what they do - ie food, rides, etc**

Note: "TULIP" (Tenants' and Users' Liability Insurance Policy) can be purchased online. A resource for TULIP insurance is [www.kandkinsurance.com/EventsAttractions/Pages/Short-Term-Special-Events.aspx](http://www.kandkinsurance.com/EventsAttractions/Pages/Short-Term-Special-Events.aspx), this is just one example of the companies you may use.

The Town of North Branford does not endorse any of the insurance companies that sell TULIP insurance. This data is provided for informational purposes only.