

The Old Iron Spring Festival of Music and Art

<http://www.oldironspringfestival.org>

Food Concession Application

Festival Dates

June 7, 2008 10:00AM – 7:00PM

June 8, 2008 10:00AM – 6:00PM

Festival Location

Saratoga County Fairgrounds

162 Prospect St

Ballston Spa, NY 12020

Email: food@oldironspringfestival.org

Name of Concession: _____

Name of Owner or Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Evening: _____

Email Address: _____ Web Site URL: _____

Description of Products: _____

Have you previously participated in the Festival or the Saratoga County Fair?

Yes _____ No _____

Concessions Policy

Payment

A required application deposit of \$25 shall be paid on the execution of this agreement and deposited upon approval by the Festival Committee. The balance shall be paid with a post-dated check, dated May 5, sent in with the contract. This post-dated check will be deposited on May 25, 2008 and must cover the balance due and clear the bank prior to the Friday before Festival in order for the vendor to set up for that year's Festival. If there is any problem with this post-dated check's clearing, it could result in a forfeiture of the vendor's deposit. After May 25 all monies owed to the Festival (1) must be in the form of a money order, cash, certified check, VISA or MasterCard, (2) will be assessed a 10% surcharge, and (3) must be paid prior to set-up.

Site

The Festival Committee will designate the place, location, and amount of space to be occupied under the terms of the agreement. The Festival will not provide such things as tables, chairs and lead cords. Vendors will conduct business only within the confines of their allotted vendor space unless prior written approval has been granted by the Festival Committee. Vendors may not conduct business in the walkways adjacent to their rented areas. No exhibit/booth/vendor shall block or impede the view of adjacent booths. All advertising for the Concession/Vendor shall be in the space allotted in their contract unless approved by the Festival Committee. No posting of signs, banners, etc., will be allowed around the grounds without express, written permission from the Festival Committee.

Laws/Rules/Regulations

Any and all business conducted under the terms of the contract shall be conducted in accordance with the laws of the State of New York and the rules and regulations established by the Festival. In the case of any violation of said laws, rules or regulations, and in particular any provision of the Agriculture and Markets Law of the State of New York or in case the conduct of said business is prevented by the Division of State Police or any other duly constituted authority, the person to whom the privilege is granted shall forfeit all further rights without relief from any unpaid portion or the price or repayment of what has already been paid and upon such a violation agrees to immediately surrender the grounds or space occupied under the privilege and cease doing business therein.

Contracted Privilege/Signage

Concessions/vendors shall not make any additions or changes to items on their contracts once approved by the Festival Committee. **A menu and/or price list must be submitted with your contract for review by the Committee.** All types of items that you wish to sell must be listed on your contract; some may not be allowed in order to prevent duplication or conflicts. Prices on all items for sale in the concession booth must be posted. Vendor signage must match the product that is being sold or promoted.

Subletting

Concessions/vendors may not assign, sublet or in any manner apportion any part of the space allotted in their contracts to anyone else at any time.

Trash

Vendors will be responsible for keeping the area around their booths in good order. Vendors with rigs, tents or permanent structures are responsible for keeping the 10'-15' around their area free from trash, garbage, etc. Cardboard must be broken flat and placed in **dumpsters** only. Trash barrels are for small waste products, not boxes, etc. Grease is to be placed back in containers and deposited in the dumpsters provided. Heavy items are to be placed in dumpsters only. If an item does not fit in the dumpster, do **not** dispose of it on the fairgrounds.

Vendor Hours

It is expected that all booths will be staffed from 10am to 7pm. Saturday, and 10am to 6pm. On Sunday. Takedown will not be permitted until after 6pm on the last day of the Festival.

Health Requirements

It is your responsibility to contact the Health Department and secure your permit prior to the Festival. The address is: NYS Health Dept., 77 Mohican Street, Glens Falls, NY 12801. The phone number is 518-793-3893. The privilege granted herein shall also be subject to compliance with all provisions of the Public Health Law of the State of New York and all the Rules and Regulations adopted by the local Boards of Health, Dept. of Agriculture and Markets, and Sanitary Code of the State of New York.

Set-up/Restocking/Tear-Down

There will be absolutely no set-ups prior to 8AM on the first day of the Festival unless prior arrangements have been made with the Festival organizers. Do not set up without registering with Festival personnel first. Once you are registered, a staff member will show you where to set up.

Tax Law

Due to New York State Laws, vendors collecting sales tax or selling taxable items are required to submit a copy of their NYS Sales Tax certificate with their contract. Vendors are required by law to display their **original** (*not a copy*) NYS Sales Tax Certificate during the run of the Festival. NYS Sales Tax Department will determine items eligible for tax collection, and their rules and regulations must be abided by and strictly adhered to.

Insurance Requirements

It is your responsibility to carry sufficient insurance to protect your business from Liability Claims. For insurance we require that you have a minimum of \$1,000,000 for each of the following: general aggregate, products, personal & adv injury and each occurrence. The Certificate of Insurance must be received by the Festival committee by May 25, 2008. **St. Mary's School AND the Saratoga County Agricultural Society must be named as *additional insured* for the period of the Festival and must be established as such on the certificate.** The certificate also needs to contain a 30-day Notice of Cancellation.

Fee Schedule

Site Fee : \$200.00

120V Electricity: 120V 30A electricity is included in the site fee.

240V Electricity: If you require 240V electric, there will be an electrician on-site the morning of setup.

You will be required to pay the electrician \$50.00 cash *directly* at the time of your hook-up!

Check here if you will require 240V electric

Enclosure Checklist

- Menu and price list
- Copy of NYS Sales Tax Certificate of Authority
- Check for \$25.00 deposit payable to **St. Mary's School PTO**
- Post dated check for remainder of fee (\$175.00)
- Signed copy of this form

Mail to:

The Old Iron Spring Festival
C/O Andy Hagadorn
22 Vienna Court
Burnt Hills, NY 12027

I agree to the terms stated above. Upon acceptance of my application, this form will be binding and will represent the terms of the agreement.

Authorized Signature _____

Title _____

Date _____