

**2010 Commercial Vendor Policies and Procedures – 3 pages**

1. Determination of location of vendor booths is solely at the discretion of TomatoFest. Booth space must be rented for the two-day period of TomatoFest. Booth space will be 10' x 10'. Vendors must provide all necessary equipment including tent if preferred, table, chairs, etc.
2. COMMERCIAL/RETAIL – Vendor sells any new item bought for resale (imports). This includes small area businesses of less than ten employees. TomatoFest reserves the right to refuse any Commercial/Retail application. All Commercial/Retail Vendors, including past participants, must submit 3 photos of their work and their exhibit display with their application. Contact via email Debbie Pinckney at [dpinckney@rochester.rr.com](mailto:dpinckney@rochester.rr.com) for more information.
3. Vendor must include Certificate of Insurance with application materials with \$1,000,000 commercial general liability insurance naming TomatoFest of CNY, Inc. as an additional insured.
4. TomatoFest reserves the exclusive right to limit the types of items offered for sale, TomatoFest shall use its best efforts to insure variety and eliminate repetition. Any and all changes to the submitted list of items must be made in writing and approved by the vendor committee. Violations of this procedure will result in booth closure.
5. Vendor will pay TomatoFest an (NON-REFUNDABLE ) application fee of \$75.00 per 10 x 10 space. **TomatoFest will supply tent space if requested for an additional \$25.00 per 10 x 10 space, the application and appropriate paperwork must be on file with the payment no later than August 15<sup>th</sup>, 2009. Early bird applications accepted with a payment of \$60.00 up until March 1, 2010.**
6. Vendor is solely liable for equipment, merchandise and any other personal property at the festival. Vendor represents he has insurance coverage for said items to cover the loss due to vandalism, theft, and any other casualty. It is specifically agreed that the Vendor shall hold TomatoFest and Cayuga County harmless for any claim of theft, vandalism, or other casualty.
7. Vendor is responsible for maintaining a neat and clean area within 20 feet surrounding the vendor's site and assures that the area will be returned to its pre-festival condition. **If repair, damage and/or cleaning costs are incurred and the festival committee determines that the vendor is responsible, those costs shall be reimbursed in full to TomatoFest by the vendor within 10 days of TomatoFest's written demand for such costs.**
8. TomatoFest requires all vendors to operate their business in a professional manner. At the discretion of the vendor committee, a vendor who does not conduct himself, his agents or his employees in a professional manner may be asked to leave the festival.
9. Booth space may not be re-assigned or sublet.
10. Vendors are solely responsible for paying all New York State sales taxes and shall properly display their current NYS Sales Tax Certificate.
11. No hawking, peddling or other selling or advertising is allowed outside of vendor's assigned area. Vendor's may not use any sound amplification equipment of any type.
12. Absolutely no overnight camping at Emerson Park.
13. If the vendor intends to broadcast, rebroadcast or otherwise make available to the public any works subject to copyright, trademark, or servicemark protection the Vendor shall be solely responsible for negotiation and payment of all required licensing fees and shall hold TomatoFest harmless for any and all such claims of infringement.

14. Vendors may not sell food at TomatoFest without the express written consent of the TomatoFest Food Committee, all vendors selling food shall furnish proper Health Department Permits prior to the Festival.
15. TomatoFest reserves the right to refuse any booth vendor application.

Please make your check payable to:

TomatoFest of Central New York, Inc.

Mail payment, application and all required documents to:

PO Box 1611, Auburn, NY 13021

**2010 Commercial Vendor Application Form**

Vendor applications will be considered complete only upon receipt of each the following items:

- ✓ Application Fee
- ✓ Complete Application Form
- ✓ 3 recent photographs of proposed merchandise and booth
- ✓ Certificate of Insurance naming TomatoFest as additional insured.

Applications can not be processed without the above information.

Upon acceptance, vendor is required to submit the following:

- ✓ Photocopy of NYS Sales Tax Certificate or Sales Tax Exemption Certificate (if Non-Profit)
- ✓ Photocopy of Health Department Certificate (if required)

Vendor Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone:        Day \_\_\_\_\_        Evening \_\_\_\_\_

E-mail: \_\_\_\_\_

I have read the attached 2010 TomatoFest Commercial Vendor Policies and Procedures regarding the 2010 TomatoFest on September 11<sup>th</sup> and 12<sup>th</sup>, 2010. By signing below, I acknowledge that I fully understand and agree to comply with said Policies and Procedures, which are incorporated herein by reference if chosen as a vendor.

Applicant's Signature \_\_\_\_\_

Applicant's Name (Printed) \_\_\_\_\_

Date \_\_\_\_\_