

VENDOR AGREEMENT

Space# _____

For Participation in:

MCLEAN AVENUE MERCHANTS ASSOCIATION

8th Annual McLean Avenue Fall Festival

Saturday, September 22nd, 2018

Hours of Festival: **11:00 am – 7:00 pm**

HOST: McLean Avenue Merchants Association

(MAMA) 941 McLean Avenue, Suite 358, Yonkers, NY 10704

LOCATION: on McLean Ave from Woodlawn Ave to McCollum Ave, Yonkers, NY 10704

Facility User/Vendor (Business Name): _____

Physical Address: _____

Email & Phone #: _____

Type of Business (Products/Services): _____

Will you be setting up a tent? YES NO

Will you be using propane? YES (must have a Fire Extinguisher) NO

FYI-WE NO LONGER SUPPLY TABLES

Facility User/Vendor will pay a fee of **\$170.00, (\$250 for Food Trucks/Restaurants)** for access to a 12”X12” vendor space in the designated Vendor Area **(UNLESS A MAMA MEMBER)**. Tables **(not included)** are the responsibility of the Vendor. You are responsible for your own electricity & tent. MAMA will obtain from the **City of Yonkers** a license from the **Consumer Protection Bureau** for you. A copy of **Driver’s License** or another type of **Photo ID for EVERY VENDOR SELLING AT YOUR BOOTH/FOOD TRUCK** must be sent in with all forms. A copy of your **NYS Vendor Certificate of Authority** or **Business or Corporate Certificate** must also be sent to us. If you are selling **FOOD**, a copy of your **Westchester County Health Department Permit** is also needed. If you are one of the **BARS** granted permission for selling alcohol outside of your establishment in a beer garden you must submit a copy of your **NYS Liquor License**. Vendor Fees must be paid by check, cash or money order payable to the **“McLean Avenue Merchants Association”**. Signed Vendor Agreements **AND** signed Facility Usage Agreements must be returned with all other documents to the Hosts with the Fee no later than September 7th. If you are a 501c3 you must send us your current paperwork. The Vendors Market will open to the public at **11:00 AM**. Facility Users/Vendors may access their space for set-up at **9:00 AM. DO NOT SET UP EARLIER**. You must move your vehicle from McLean Ave after you have unloaded your supplies at **10 AM** the latest. **Vehicles will not be allowed in the closed off sections after 10 AM**. You will not be able to bring your vehicle back into the closed off area until after **7:00 PM**. All spaces must be fully vacated by **8:00 PM**. The Facility User/Vendor agrees to abide by the stated rules and regulations and any verbal instruction from EventStaff during their participation in the McLean Avenue Fall Festival event. Any breach of this agreement or violation of the rules and regulations may result in the Facility User/Vendor and any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates being denied permission to access to the property, the forfeiture of any fees paid to participate in the vendors market and any expenses incurred to participate in the same. Facility Users/Vendors are responsible for safeguarding their inventory and property. The Hosts assume no responsibility for any property or inventory left unattended during the event for any reason including removal of the Facility User/Vendor for breach of this agreement. The Hosts agree to make every effort to hold this event on the scheduled date. There will be no refunds to the Facility User/Vendor for a scheduling conflict, whether or not it is due to any date changes. The Hosts reserve the right to void this agreement, for any reason without any prior notice, if The Hosts deem it necessary.

Signature of Facility User: X _____

Print Name: _____ **Date:** _____

FACILITY USAGE & INDEMNITY AGREEMENT

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FACILITY USER/VENDOR: (Business Name) _____

The Facility User/Vendor agrees to defend, protect, indemnify and hold harmless, McLean Avenue Merchants Association, City of Yonkers, NY, and their respective officers, directors, employees and agents, as well as all persons or parties associated with the aforementioned parties of this event, hereafter referred to as, “**The Hosts**”, against and from all claims arising from the negligence or fault of the above named Facility User/Vendor or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the identified Facility Usage at the event.

The Facility User/Vendor agrees to protect, defend, hold harmless and fully indemnify **The Hosts** for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the identified date of facility usage that is brought against **The Hosts** by the Facility User/Vendor or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of **The Hosts**, its employees or agents, or the negligence of any other individual or organization.

If any part of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

Signature of Facility User/Vendor: **X** _____

Print Name: _____ Date: _____