



## **VENDOR AGREEMENT AND OPERATOR INSTRUCTIONS**

**DATE:** The Fleetwood Neighborhood Association Street Fair (FNASF) will be held rain or shine on Sunday, September 10, 2006, from 11:00 AM to 6:00 PM.

**PLACE:** The fair is centered at the intersection of Gramatan Avenue and Grand Street in Mount Vernon.

**SETUP:** Vehicles will be allowed to enter the fair area between 8 AM and 9 AM and must be removed from the area by 10 AM. Your Booth space must be claimed by 10 AM or that space may be reassigned to another applicant. You will receive a map of the fair area, including an entry route into the fair. You must use this route to enter and carry your permit to get past street barricades.

**TIME:** Sales may begin at 11:00 AM but must end at 6 PM. If you continue sales after closing time, your application will not be accepted next year.

### **VENDOR FEES:**

Mount Vernon businesses and residents: (Please contact the Street Fair Representative, Rosemarie Jarosz, at 917-731-7275 or 914-664-3000. Email: [rjarosz3@aol.com](mailto:rjarosz3@aol.com))

Non-Food Vendors – Seventy-five dollars (\$75.00)\*

Food Vendors – One-hundred fifty dollars (\$150.00)\*

\* An additional fee of fifty dollars (\$50.00) will be assessed to all vendors that register after Tuesday, September 1<sup>st</sup>.

**VENDOR REQUIREMENTS CHECKLIST:** To reserve a food or merchandise booth, open space or table, complete and return the following:

- Vendor Application
- Electrical Requirement Section
- Vendor Agreement, Signed and Dated
- Payment of all Fees. Payment may be made in the form of check (check to be made payable to the Fleetwood Neighborhood Association) or money order.

**BREAKDOWN:** Booth must be completely disassembled and Operator's area completely cleaned of Operator's materials and debris no later than 8 PM.

**BOOTH SPACE SIZES:** All booth spaces are 10'X10', except food booths which are 10'X20'. Vendors may apply for two spaces, if necessary.

**BOOTHS:** Operators must provide their own booth structures; operators must also provide their own tables, chairs, water, etc. Operations must be contained within booth space. Operators may stand in front of booths but must not interfere with operations of neighboring vendors.

**POWER SUPPLY:** If you use a generator or battery device to provide electricity or amplified sound, it must be contained within your booth space, and neighboring booths must not be disturbed by exhaust, fumes or noise. You must indicate your intention to use these devices in your application.

**NOTIFICATION:** If your application is accepted you will receive a permit in the mail or a phone call by Friday, September 4<sup>th</sup>. If for some reason your application is not accepted, you will be notified by phone or mail.

**DISCOUNTS:** A discount for persons or businesses located in Mount Vernon is available. Proof of business location or bill (i.e., Con-Ed, phone, etc.) with name of applicant must be provided to prove residency. Discounts do not apply to community groups, which are already at a discounted rate.

**CANCELLATIONS:** There are no refunds for cancellations!

**INFORMATION FOR FOOD VENDORS:**

Food and drink applications must be completed and received by August 28<sup>th</sup>.

All food and drink applications must be approved by The Fleetwood Neighborhood Association.

Food and beverage vendors must maintain in force an insurance policy covering injuries to third parties arising from the sale or distribution of Operator's products in an amount reasonable to cover any such injuries.

Vendors must submit a mandatory \$50 cleanup deposit with the booth fee.

The \$50 cleanup deposit will be refunded within 30 days after the fair if the following conditions are met:

- 1) Compliance with all provisions of the application and contract;
- 2) Compliance with cleanup regulations provided when your permit was received;
- 3) Only the items approved in your application are served

**VENDOR AGREEMENT TO OPERATE BOOTH AT  
THE 2006 FLEETWOOD NEIGHBORHOOD ASSOCIATION STREET FAIR**

\_\_\_\_\_, (Operator) and The Fleetwood Neighborhood Association Street Fair, a Nonprofit Corporation (FNA), agree as follows:

Operator desires to operate a booth space at the FNASF to be held on September 10, 2006, in the vicinity of Gramatan Avenue and Grand Street in Mount Vernon, N.Y.; and FNA desires to permit Operator to use such booth space, on the terms and conditions described in this agreement. In the consideration of the promises made in this agreement, the parties agree that:

- 1) FNA agrees that upon its acceptance of completed application submitted by Operator along with full payment for booth space rental and/or any additional deposit as set forth in that application that it shall allocate a booth space for use by Operator on above date according to the terms and conditions of this agreement.
- 2) Operator agrees that Operator, or agents, employees or independent contractors of Operator (“agents”), shall conform to the requirements as set forth in the “Operator Instructions (The fine print) attached hereto, which is incorporated by reference and made a part of this agreement.
- 3) Operator agrees to indemnify, hold harmless, and defend FNA from loss, damage or injury to persons or property in any manner arising out of or incident to their performance of this agreement, whether or not resulting from the negligence of Operator or its agents.
- 4) It is understood and agreed that in the event the fair is canceled or does not take place for any reason whatsoever, except for acts of God, FNA shall refund to Operator such sums as were paid by Operator under this agreement, and within a reasonable period.
- 5) In the event that cancellation of the fair is caused by an act of God, including but not limited to earthquake, storm or fire, operator shall not be entitled to refund of sums paid to FNA, or to other damages.
- 6) Jurisdiction: This agreement is entered into and shall be governed by the laws of the State of New York, and any dispute shall be resolved in a court of law in New York.
- 7) This agreement may not be assigned by either party without the prior written consent of the other party.

This agreement is made and shall be effective upon the execution by a duly authorized agent of Operator and upon execution by a duly authorized officer of the Fleetwood Neighborhood Association on the last date indicated below.

OPERATOR/NAME OF BUSINESS \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_ 20\_\_\_\_\_  
Duly Authorized Agent

Fleetwood Neighborhood Association  
By \_\_\_\_\_ Dated \_\_\_\_\_ 20\_\_\_\_\_  
Duly Authorized Agent

Please mail completed application and payment to:  
Rosemarie Jarosz  
Fleetwood Neighborhood Association  
100 Hutchinson Boulevard  
Mount Vernon, New York 10552-2510