



Dear PortFest Vendor,

We at HEARTS are very excited to welcome your company to participate in PortFest 2013!

PortFest will be a fun outdoor and indoor family festival to be held at Schreiber High School campus featuring local artists and musicians of all ages. The event will serve to celebrate, strengthen and promote the unique culture, arts and community of Port Washington while raising funds for music and arts programs in Port Washington Public Schools.

Attached is our *PortFest Vendor Application and Agreement* for your enrollment as a vendor in the 2013 PortFest Music, Arts and Community Festival. Additional information about HEARTS and PortFest can be found on our website and on our *PortFest Sponsorship & Vendor Information* package.

Please note that available vendor spaces are limited so please be sure to submit your application and deposit at your earliest available opportunity, certainly prior to the **April 11, 2013** final deadline.

We hope you will help us to spread word of your participation in this event to your customers, online and in the community. We will have PortFest flyers and posters for your use, and will provide them to you upon request.

We thank you in advance for your anticipated participation. PortFest is fully staffed by volunteers so 100% of all vendor fees go directly towards helping with production costs and to benefit school programs

If you have any questions or need further clarification, please feel free to visit our website, e-mail me or contact HEARTS' Development Chair Victor Germain at victorgermain19@hotmail.com or HEARTS Concession Coordinator Matthew Hisiger at matthisiger@gmail.com at any time.

Best regards,

Damon Gersh, Founder
HEARTS Port Washington
Helping Enrich the Arts in Port Washington
heartspw@gmail.com | www.heartspw.org



PORTFEST VENDOR ENROLLMENT & AGREEMENT

Agreement made this _____ day of _____, 2013 between HEARTS of Port Washington's PortFest Music, Art & Community Festival (hereinafter referred to as "PortFest") and _____ (hereinafter referred to as "Vendor").

VENDOR INFO:

Business Name: _____
Primary Contact: _____ Title: _____
Address: _____
Work Tel: _____ Mobile Tel: _____
Email: _____ Web Site: _____

VENDOR BOOTH RATES:

<input type="checkbox"/> Single Area (10ft x 10ft): \$500.00	<input type="checkbox"/> Double Area (20ft x 20ft): \$750.00	<input type="checkbox"/> Tent Rental (10ft x 10 ft.): \$150.00
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It is mutually agreed between the parties as follows:

- 1. Vendor Name:** _____
- 2. Event Name and Place of Engagement:** PortFest 2013 @ Schreiber South Field, 1 Campus Drive, Port Washington, NY 11050
- 3. Date of Engagement:** Saturday, May 11, 2013 (Rain or Shine – No Refunds)
- 4. Hours of Engagement:** Between 11:00am - 5:00pm
- 5. Time of Arrival:** Unloading by 9:00am; Set-Up by 10:00am
- 6. Agreed Price:** \$ _____
- 7. Cancellations:** Must not be made by vendor less than **30 days** prior to the date of performance
- 8. Vendor Area:** PortFest will provide designated vendor area. Vendors will have access to electricity.
- 9. Equipment:** PortFest shall provide a display table(s) for Vendor use upon request. It is the Vendor's responsibility to provide a tent, safety, sanitary and any other materials to comply with Board of Health rules and regulations. Vendor shall provide any necessary labor, materials, fixtures, supplies, extension cords, tarps, ropes, staple guns, tie wraps etc. that they may need to operate their concession. Vendor is responsible for providing garbage bags for clean up of your area at the end of the festival.
- 10. Permits and Food Safety:** Vendor is responsible for obtaining all necessary vendor permits, permit fees and meeting all stated food safety requirements of the Nassau County Health Department. Please note that at an application for a special event permit must be submitted to the Nassau County Health Department **at least five (5) business days** prior to the scheduled event, by **no later than May 6, 2013**. (See: <http://www.nassaucountyny.gov/agencies/Health/FAQ/permits.html>)
- 11. Application & Deposit:** Application and Deposit of **\$250.00** is due by **April 11, 2013**.
- 12. Full Payment:** Full Payment is due by **April 27, 2013**

Please note that Vendor understands that they are restricted from selling water, sports drinks or juices, as PortFest organizers will provide these items. Vendor may provide carbonated beverages, iced tea and other hot or cold beverages. Alcoholic beverages are prohibited on school grounds.

If Vendor will be performing any on-site cooking they will be responsible for all safety measured including cordoning off the area with caution tape, providing fire extinguisher, fire suppression blanket and water bucket.

The requested information is necessary to prepare an event map. Please return the application for a screening of your products/commodities in order to avoid excess duplications of food, drinks, merchandise, etc. Please submit product samples or itemized list of items to be sold in space provided:

Please sign and return this form indicating your understanding of the application with payment. A minimum deposit of **\$250.00** will guarantee placement at the festival. All spaces are allocated on a first come, first serve basis.

If Vendor chooses to submit an early deposit, the remaining disbursement will be sent by no later than **April 27, 2013**. Vendor further understand that their deposit will be sacrificed if they fail to contact the PortFest vendor representative and honor this contract by returning this application and payment by the established deadlines. PortFest reserves the right to make any changes to this agreement with proper advance written notification.

I, _____, have read this application attesting our establishment has made an advance of **\$250.00 (Check # _____)**. Remaining payment of \$ _____ is due by no later than **April 27, 2013**.

Hold Harmless and Indemnity Clause:

Vendor, its officers, members and employees shall, through the signing of this document by an authorized party or agent, indemnify, hold harmless and defend HEARTS of Port Washington, PortFest, Port Washington Union Free School District and, the town of Port Washington and their agents and employees from all liability, judgments, suits, costs and actions, including attorneys' fees and all costs of litigation of every kind and description brought or rendered against said parties as a result of loss, damage, or injury to persons (including death) or property by reason of any act or failure to act by the Vendor, its officers, members, and employees.

This constitutes the sole, complete and binding agreement between the parties hereto:

Matthew Hisiger

Name of Agent for PortFest

Signature of Agent for PortFest

PO Box 1192

Address

Port Washington, NY 11050-1192

City, State, Zip

(516) 472-2699

Telephone Number

(516) 279-5727

Fax Number

Name of Vendor

Signature of Agent for Vendor

Address

City, State, Zip

Telephone Number

Fax Number