



WARWICK APPLEFEST 2020 MERCHANT APPLICATION

OFFICE USE ONLY

Space # _____
 Check # _____
 Amt. \$ _____
 Date _____

When	Sunday, October 4, 2020 - 9:00 am - 5:00 pm - RAIN OR SHINE!
Where	Village of Warwick, New York 10990
Set-Up	6:00 am – 8:00 am - Vehicles MUST be removed by 8:00 am to a designated Vendor Parking area
Space size	10 feet x 10 feet
Early Bird Cost	\$50. Fee for first space in front of your business for application received by JUNE 15, 2020. \$100. Fee for additional space (if available) for application received by JUNE 15, 2020.
Regular Cost	\$75. Fee for first space in front of your business for application received by JULY 13, 2020. \$150. Fee for additional space (if available) for application received by JULY 13, 2020.

Thank you in advance for your support and participation.

Please note - if we don't receive your application by July 13, we will assume you do not wish to participate, and will assign the space in front of your business to another vendor.

TO APPLY:

Complete, notarize, and send this entire page, along with the correct fee, two (2) insurance certificate, and a business sized self-addressed, stamped envelope (LSASE) with 55¢ postage to: **Applefest, P.O. Box 22, Warwick, NY 10990.**

Vendor Information *(All information is required in order to be considered)*

Merchant Name (must match COI*)		Contact Person	
Phone Number		Email Address (required)	
Address		City, State & Zip	

Please describe **SPECIFICALLY** what will take place, and/or what you will sell at your both. If this section is left blank, the application will not be accepted. **Please note that merchants MAY NOT assign, transfer or sub-lease their space!**

For security purposes, please supply the following information. Please note that this information will not be shared.

Store Owners Date of Birth		Driver's License Number	
Emergency Contact Name		Emergency Contact Phone	

Application Fees

Space Fee (see above)	\$	
Applefest T-Shirt (\$10 per shirt)	\$	Please indicate adult size(s) needed: S M L XL 2XL
Total amount enclosed	\$	Checks payable to "Applefest"

* Please note: Any vendor whose checks are returned due to insufficient funds will be charged a \$30. service fee.

Warwick Applefest 2020 General Release

Vendor/Contact person named above has agreed to rent a display area / vendor space as part of Warwick Applefest 2020 for a sum equal to the above Space Fee and Electric Hookup combined. In consideration thereof, Vendor/Contact person agrees to release, indemnify and hold harmless Warwick Applefest and the Applefest Committee; the Village of Warwick, Inc.; JPMorgan Chase & Co.; Kuiken Brothers, Inc.; Robert E. Krahulik; Beattie & Krahulik; Kiluhark, Ltd.; the Warwick Valley Chamber of Commerce, Inc.; and any other unnamed sponsor of the event, their officers, directors, employees and agents ("Releasees"), from any and all costs, damages, claims, liabilities or judgments arising from the undersigned's participation in Applefest, including, but not limited to, attorney's fees incurred in association with participation in Applefest by Vendor/Contact person, their employer, officers, directors, employees, related entities, agents, and/or contractors ("Releasers"). Releaser agrees to look solely to its own insurance coverage for satisfaction of any such costs, damages, claims, liabilities or judgments

INSURANCE

It is understood and agreed that the Vendor will provide proof of Comprehensive General Liability insurance with minimum limits of \$1,000,000/occurrence and \$2,000,000/policy aggregate for the benefit of both The Warwick Valley Chamber of Commerce, Inc. 25 South Street, Warwick, NY 10990 and the Village of Warwick, 77 Main St. Warwick, NY 10990, evidencing them both as Additional Insureds. Vendor must provide a separate Certificate of Insurance for each Additional Insured entity in order to participate in the festival.

Cancellations

If Applefest is canceled (at any time) Vendors can either receive a full refund, donate their fees to Applefest, or roll it over for use during the following year's Applefest. Vendors shall be provided with notice of any such cancellation and Vendor shall have 30 days to select their option regarding treatment of this year's Space/Electric payment. If the Vendor fails to make an election within such 30 days, the Vendor's payment shall automatically roll over for use during the following year's Applefest. If a

Vendor ordered t-shirt(s) which are produced before Applefest is canceled, such Vendor can either pick them up at the caboose or receive such t-shirts at the following year's Applefest. If the shirts are not produced prior to cancelation, Vendors may receive a full refund for all t-shirt costs paid."

Force Majeure

In the event that Applefest must be canceled, or the promoters of Applefest are prevented from performing, or are unable to perform, any of their obligations under this Agreement due to any act of God, fire, casualty, flood, tornado, war, strike, lockout, failure of public facilities, injunction or any act, exercise, or requirement of any governmental authority, epidemic, by an adverse judgment of a court of appropriate jurisdiction, an adverse arbitration decision, or by the action of any governmental regulatory agency with the authority to take such action, or any other cause beyond the reasonable control of the promoters and or coordinators of Applefest, and if such party will have used commercially reasonable efforts to avoid such occurrence and has given prompt written notice to the other party, then the affected party's failure to perform will be excused and the time for performance will be extended until the following year's Applefest.

I have read the Applefest rules and will comply with them.

Vendor signature (Required):

Notary (Required):

Date: _____