TOMATOFEST OF CENTRAL NEW YORK, INC.

2010 Craft Vendor Policies and Procedures

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. See section 5 for additional options.**

2. CRAFT BOOTHS – The exhibitor must be the producer of the items being offered for sale **(100% HAND MADE).** No imports, dealers, commercial items, kits or food items. The Jury Committee reserves the right to reject any application, which does not conform to the Committee standards for creativity and originality. All Craft Artists, including past participants, must submit 3 photos of their work and their exhibit display. Any application received without photos will automatically be assigned to the Commercial/Retail area. Enclose a SASE for the return of photos. Applications received AFTER August 1st will automatically be assigned to the Commercial/Retail area (upon space availability). E-mail Debbie Pinckney at dpinckney@rochester.rr.com for more information.

2a. **FARMERS' MARKET** – Fruits, vegetables, jellies/jams, and maple syrup must be homegrown/produced within a 60-mile radius of Auburn. Exhibition spaces will be provided in a designated area to accommodate tailgate sales. Exhibitors may also bring a table and/or tent. **No dealers. Cost for farmer's market space is $45.00. Early bird special is $30.00 and application and payment must be received by March 1, 2010.** E-mail Debbie Pinckney at dpinckney@rochester.rr.com for more information.

3. **Vendor must include either** Certificate of Insurance with application materials with $1,000,000 commercial general liability insurance naming TomatoFest of CNY, Inc. as an additional insured if they are a craft vendor **OR** complete and submit the enclosed Hold Harmless Agreement.

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 fee of $25.00 per 10 x 10 space. The application and appropriate paperwork must be on file with the payment no later than August 15th , 2010. 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:

TomatoFest of Central New York, Inc.
PO Box 1611
Auburn, New York 13021

2010 Craft Vendor Application Form

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

- ✓ Application Fee
- ✓ Completed Application Form
- ✓ 3 recent photographs of proposed merchandise and booth
- ✓ Certificate of Insurance naming TomatoFest as additional insured **OR** Hold Harmless Agreement.

Applications can not be processed without the above information.

Upon acceptance, vendor is required to submit the following:

- ✓ Photocopy of Cayuga County Health Permit if any is required
- ✓ Photocopy of NYS Sales Tax Certificate or Sales Tax Exemption Certificate (if Non-Profit)

Vendor Name: _____

Business Name:_____

Mailing Address:_____

_____

Contact Person:_____

Phone: Day _____ Evening _____

E-mail: _____

I have read the attached 2010 TomatoFest Craft Vendor Policies and Procedures regarding the 2010 TomatoFest on September 11th and 12th, 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 _____

HOLD HARMLESS AGREEMENT

This agreement, made this _____ day of _____, 20___ is by and between TomatoFest of Central New York, Inc. (hereinafter "TomatoFest") whose principal offices are located at P.O. Box 1611, Auburn, New York and _____
(hereinafter "Booth Vendor") whose principal office is located at _____
_____.

It is mutually agreed between the parties as follows:

Booth Vendor hereby agrees in signing this agreement that with respect to third parties, that Booth Vendor shall defend with competent counsel, indemnify and hold the TomatoFest of Central New York, Inc., its board of Directors, coordinators, agents, employees and volunteers harmless from and against any and all liabilities, claims, suits, damages, losses, judgements, penalties, premiums, contributions, fines and increased costs and expenses (including reasonable attorneys' fees and other expenses) arising out of damages caused by either the willful conduct, error, omission or negligent act of the Booth Vendor or its agents, employees or volunteers. This obligation shall survive the termination of this Agreement. The person signing below also agrees that they have authorization on behalf of the Booth Vendor to enter into this agreement on behalf of themselves or the company or organization they represent.

Date:_____

Print Name:_____
Signature:_____
Title of Signer:_____

Sworn to before me this _____ day
of _____, 20____.

_____
Notary Public