

**VENDOR/ EXHIBITOR APPLICATION/
CONTRACT Oktoberfest I - 2019**



Oktoberfest I - September 28 & 29, 2019

Inside: # of booths: ____ @ \$250 = \$ _____
(limited number of inside booths available)

Outside: # of booths: ____ @ \$175 = \$ _____
(vendor provides tent)

Table & Chair Requests (no fee)

Tables: ____ (6' x 36")

Chairs: ____

Electric per booth per weekend:

120v, 500 watt: Included

Table & chairs available for inside booths only.

Limited electricity available outside.

Electricity requested: Yes No

Application Deadline: September 4, 2019

Checklist - Please include:

- Application/Contract
- Vendor Fee
- Photocopy of Sales Tax Certificate
- Pictures or Slide (or reference website)

Description of items offered for sale (please do not state "Same as last year"): _____

Name of Company: _____

Contact Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone Number (daytime): _____ Cell: _____

E-mail: _____ Website: _____

Incorporated: Yes No NYS Sales Tax ID# _____ (required)

Payment in full due with application: Check Money Order CC Amount due: \$ _____

Credit Card #: _____ Exp. Date: _____ CCV#: _____

Authorized Signature: _____ Date: _____

PLEASE READ AND SIGN ALL THREE PAGES

RULES AND REGULATIONS

All products or items will be sold from contracted space only. Any additions to product list must be approved by Management. No Concessionaire shall have an exclusive on any product.

New York State Sales Tax -

Concessionaires must possess a valid NYS Sales Tax ID Number. He/she must provide Management with a photocopy of a current permit issued by the NYS Tax Bureau. Application will not be accepted without this certificate. Concessionaire is solely responsible for payment of sales and any other applicable taxes.

Insurance -

To the fullest extent permitted by law, shall indemnify and hold harmless: Hunter Mountain Ski Bowl, Inc., Hunter Mountain Acquisition, Inc., Peak Resorts, Inc., (Collectively as "RELEASEES") THEIR OWNERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES AND AGENTS AND ALL OF THEIR OFFICERS AND DIRECTORS AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND THEIR SUCCESSORS INTEREST FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN FESTIVALS, USE OF THE EQUIPMENT AND/OR MY USE OF THE FACILITIES AT HUNTER MOUNTAIN. and any individual, corporation or entity which did or does own, operate, maintain or control any real or personal property or fixture which did or does constitute a portion of or which is or was ever used in any connection with the ski resort known as Hunter Mountain Ski Bowl; any other person, corporation or entity in the employ of or acting as counsel, consultant or agent for any said entity or individual; and the heirs, representatives, successors, and assigns of any said entity or individual (hereinafter all said entities or individuals are individually and collectively referred to as "Indemnity", from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from any act or omission of myself or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by the acts or omissions (including negligence) of any Indemnity. This indemnification includes but is not limited to any claims arising from any injury to any person enumerated in PARAGRAPH 2 OF THIS AGREEMENT, ANY CLAIMS ARISING UNDER THE NYS DOL LABOR LAW SECTIONS 200, 240 and/or 241, INDUSTRIAL CODE RULE 23 AND COMMON LAW NEGLIGENCE. This agreement is intended to be, inter alia, a "written contract" under § 11 of the Workers' Compensation Law.

I agree to procure and maintain all of the insurance required under this provision until all work, including punch list items, is complete. I and each sub-contractor of every tier shall provide insurance as follows:

- A. Workers' Compensation and Employer Liability Insurance carried for its workers
- B. Commercial General Liability insurance in the amount not less than \$1,000,000 (One Million Dollars) per occurrence and \$5,000,000 (Five Million Dollars) aggregate with an insurance company licensed to do business in New York State, naming as additional insured's with primary (non-contributory) coverage all Indemnities identified in Additional Insured below.
- C. Automobile Liability Insurance; Any Auto owned and Non-Owned used for the event
- D. I further agree to provide Hunter Mountain with a Certificate of Insurance (C of I) from said insurer acknowledging that the scope of the coverage includes the claims indemnified hereunder as well as actual policy endorsements evidencing the coverage.

The Certificate Holder:
Hunter Mountain Ski Bowl, Inc.
Route 23A, PO Box 295
Hunter, NY 12442

Additional Insured To List on Col:
Hunter Mountain Ski Bowl, Inc.,
Hunter Mountain Acquisition, Inc.
Peak Resorts, Inc.

Any and All Subsidiaries, Affiliates and Employees of the above.

FORUM SELECTION; This Agreement shall be governed by the laws of the State of New York. Any litigation arising out of this Agreement shall be brought only in the Supreme Court of Greene County or the United States District Court for the Northern District of New York. I hereby consent the jurisdiction of those courts..

1) PAYMENT OF RENTAL FEE -

- a) All contracts must be submitted on or before deadline date.
- b) Payment in full due with application.
- c) Payment will only be accepted as per contract. Partial payment will not be accepted.
- d) No checks will be accepted after the deadline, only money orders or credit cards.
- e) There will be a minimum charge of \$100 per space for any cancellation of contract for any reason. This will be deducted from the fee returned.
- f) Space will be assigned when payment is received in full.

2) HOURS / SETUP TIMES -

- a) Concessionaire will have exhibit in order at least one hour prior to festival opening each day. Concessionaire may begin setup on the Friday before the festival from 9am-5pm or Saturday morning at 8am.
- b) Concessionaire will not begin to break down exhibit until closing of festival.
- c) Concessionaire will be open from event opening to closing every day of the festival regardless of the weather. Any deviation from posted hours shall be approved by the Management only.
- d) Concessionaire will be permitted to have their vehicles and delivery vehicles on the festival grounds to replace or remove anything from their location until one hour prior to gate opening, and after that time must have their vehicles in the regular parking area. This will be strictly enforced.

3) BOOTH SPACE - 10' x 10'

- a) All items must be neatly displayed and within the booth boundaries.
- b) Outside: concessionaire supplies own tent. Any tent over size limit must be ordered as additional booth or booths. Concessionaire is responsible to adequately anchor or brace tent to withstand wind and weather. Absolutely no in-ground stakes are permitted to secure tent.
- c) Inside: spaces are 10' x 10' or a variation of 100 sq. ft. depending on actual location. Any needs over that amount must be ordered as additional booth or booths.

4) SOUND SYSTEMS -

- a) Sound systems are forbidden.

5) DECORATIONS -

- a) Concessionaire shall be responsible for furnishing all decorations, materials, and attractive signs for exhibition of products.
- b) All displays will be free standing.
- c) Table displays will be covered and decorative.
- d) Any side partitions must be 4 feet or under in height.
- e) Any backdrop must be under 7 feet in height.
- f) Space will be returned to the condition in which it was found prior to the event.
- g) The Concessionaire and his employees must be dressed in keeping with the theme of the festival or neat, professional looking attire.

6) SUBLETTING / ASSIGNMENT -

- a) Subletting and assignment are strictly prohibited.

7) PETS -

- a) Vendors are highly discouraged from bringing pets, as animals are not permitted in any buildings at Hunter Mountain.

8) ELECTRICITY -

- a) Limited electricity available on a first-come, first-served basis when payment is received in full.
- b) No hot plates or cooking will be permitted in the exhibit area unless you have a food concession or have written permission from MANAGEMENT.

9) MISCELLANEOUS -

- a) MANAGEMENT reserves the right to remove any literature or merchandise which is on display, or for sale, which it feels is not in keeping with the best interest of the festival and/or patrons. This includes literature or articles that are considered by MANAGEMENT to be in poor taste and/or offensive to the general public.
- b) Failure to comply with any of the terms of this agreement could cause the Concessionaire to be expelled from the festival grounds with no refund of rental fee.
- c) This agreement cannot be canceled except by MANAGEMENT.
- d) I agree that all disputes arising under this agreement and/or from the use of the facilities at Hunter Mountain shall be litigated exclusively in the Supreme Court of the State of New York, County of Greene, or in the United States District Court for the Northern District of New York.

10) TRASH DISPOSAL -

- a) Cardboard boxes must be flattened, stacked and tied each night and placed in front of your booth for collection.
- b) Garbage and refuse must be bagged and tied each night and placed in front of your booth for collection.
- c) Please leave your booth as you found it. A \$50 cleanup fee will be assessed if it is necessary for Hunter Mountain Ski Bowl to clean your booth area.

11) VEHICLES -

- a) All vehicles must be removed from the festival grounds by 10am.
- b) No vehicles will be permitted on the festival grounds for break-down until pedestrian traffic has ceased. Security will determine when vehicles may be brought onto the grounds to break down.
- c) NO VENDOR PARKING INSIDE THE GATE. NO EXCEPTIONS.

Authorized Signature _____

Date _____

SIGNATURE PAGE

This agreement made this _____ day of _____, 2019, between Hunter Mountain Ski Bowl, Inc., herein referred to as "Management" and _____, herein referred to as "Concessionaire" for exhibition space for the Oktoberfest 1 Festival, to be held Saturday, September 28 and Sunday September 29, 2019.

FESTIVAL HOURS Saturday: 11am to 6:15pm Sunday: 11am to 5:15pm
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Please read, sign and return this contract with payment to:
HUNTER MOUNTAIN SKI BOWL, INC.
PO Box 295, Hunter, NY 12442

518-263-4223 x2278
FAX: 518-263-3704
Email: JSchmidt@HunterMtn.com

Authorized Signature (Concessionaire): _____ Title: _____ Date: _____

ACCEPTED BY: _____ Date: _____
Hunter Mountain Ski Bowl, Inc.