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EAST HAMPTON OLD HOME DAYS COMMITTEE

MERCHANDISE VENDORS AND FOOD BOOTHS CONTRACT ~ JULY 11, 12, &13, 2024
BEVIN PARK GROUNDS, CENTER SCHOOL, 7 SUMMIT STREET, EAST HAMPTON, CT 06424

PLEASE FILL IN ALL BLANKS

CONTRACTS MUST BE POSTMARKED BY MAY 15, 2024

FEE PAYMENTS MUST BE RECEIVED BY JUNE 1, 2024

ATTENTION: 2024 New Vendors: Linda Wallace, Chair, upon receipt of your contract, will contact you as to whether or not there is room for your booth. This depends upon the type of merchandise and if there are any spaces left.

Do not send a check until your contract has been accepted. You will be contacted personally.

D		it On-site Contact Name:		
Business Name or Organization:				
			State	Zin
Business Telephone:	On-site C			
e-mail:		(if available)		
Applying for the following type of vendor: (One te	nt space) Number o	of 10' x 10' vendor spar	200	
Please check or fill in the appropriate lines:		of food booth spaces (d		01)
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110-volt connection \$25 each		(501 c 3) EIN NUMBER		
220-volt connection \$100 each				
EE SCHEDULE: Please check one:				
Food vendor (for-profit)		\$500		
First Timer Food Vendor (for-profit))	\$350		
Food vendor (non-profit)		\$350		
First Timer Food Vendor (non-profit	+)	\$200		
Commercial Business Product or Service	v.	\$350		
First Timer Commercial Business Pro	aduct or Service	\$200		
Merchandise vendor (ex. t-shirts, clothing, l	hats nurses hooks)			
First Timer Merchandise vendor	macs, parses, books)	\$75		
Handcrafted crafts and jewelry vendor	\$50 (crafts and is	*		- J. 4 110
Youth handcrafters 18 and under	\$35 (crafts and je	welry must be handmad	e, not purchas	ed to sell)
Non-profit distribution of information**	\$25 (If colling and	welry must be handmad product, raffle ticket, et	e, not purchas	ed to sell)
Non-profit distribution of information**				
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 No distribution of flyers or brochures due to pro (Business cards, souvenirs are okay for distribution) 	objecting it creates for	maintenance/trash remo	oval. Acceptat	le if given in tote ba
Other:				
	Fee to be determi			
etailed Description of your menu or product/craft continue your description.)	t to be sold or how i	nformation is to be distri	buted: (use th	e reverse of this shee
continue your description.)				
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EQUIRED: Footprint measurements of any addition	onal vehicle, truck, t	railer, etc. that will be use	ed in the opera	ation of your booth a
	contend to about			
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REGISTRATION ~ FOR ALL MERCHANDISE VENDORS AND FOOD BOOTHS

The location of the festivities will be held on the grounds of the Bevin Park, East Hampton Center School, 7 Summit Street, East Hampton, Connecticut

NOTE: The Vendors Chair contact e-mail for 2024, Linda Wallace, is Vendors.EHOHD@aol.com

- 1. Please register by mail or email by completing the application/contract found online at our website: EHOHD.org
- 2. The application/contract is found on page one (1) of this document. You will be notified by e-mail regarding your acceptance by the Vendors and Booth Chair, Linda Wallace. Returning Food booths will generally be assigned to their usual location whereas any new food booth will be contacted by email or telephone call.
- 3. 2024 NEW POLICY FOR MERCHANDISE VENDORS: Vendors CAN choose their location in the vending area on a first-come, first-served basis. SPACES WILL NO LONGER BE ASSIGNED. When you arrive, choose your space. Take the number card from your space and give it to Grounds Manager, Mitch Gaudette, or Linda Wallace, Vendor and Booth Chair, and you are all set! So come early!

IMPORTANT DEADLINES ~ NEW POLICY:

The person in charge of the booth/vendor or canopy area must complete the official contract. The contract MUST be submitted to Linda Wallace, Vendors and Booths Chair at PO Box 124, Cobalt, CT 06414, or by e-mail to Vendors.EHOHD@aol.com BY May 15, 2024. NO contract will be accepted after Tuesday, June 11 (30 days before the first day of the Old Home Days event, July 11). This is also the required final date for food/beverage vendors to COMPLETE and submit the *Temporary Food** License Application* to the Chatham Health District. The Temporary Food License Application must now be completed online: www.chathamhealth.org. There is a simple-to-follow Temporary Food License Application Guidebook which gives you step-by-step directions and includes a checklist. Any questions can be directed to the Chatham Health Dept. personnel at:

Chatham Health Dept.

240 Middletown Avenue, Unit 123, East Hampton, CT 06424 Phone: (860) 365-0884 Fax: (860) 365-0885

 SCHEDULE:
 Monday, Wednesday, Thursday 8:30 AM - 4:30 PM

 Tuesday 8:30 AM - 6:00 PM
 Friday 8:30 AM - 12:00 PM

- 4. NEW 2024: A signed contract is required to reserve your booth space. This CONTRACT must be received on or before May 15, 2024, and the FEE balance is due June 1, 2024. No Exceptions!
- 5. Merchandise vendors may request more than one site with the appropriate fee.
- Tents /Canopies: Vendors must provide their own professionally-made tents/ canopies, generally 10' x 10' per space.
 Tents or canopies must be adequately staked to the ground to avoid problems with wind and/or rain. All vendors must also provide their own chairs, tables, etc. Only space is provided by OHDC.
- Non-food booths (Merchandise vendors) must be set up by 4:00 PM on Thursday, July 11, 2024, and Friday, July 12, 2024. Set-up for Saturday must be done by 9:00 AM. Due to the Saturday parade, many streets are closed and you will not have vehicle access to the grounds after 10:00 AM.
- 8. Any merchandise vendor or food booth can set up as early as Sunday, July 7th, the weekend before the Old Home Days Celebration at the risk of the owners/operators. Please contact Linda Wallace (860-267-9952 (home) or 860-685-1361 (cell) to advise her that you will be setting up early. The earlier merchandise vendors set up, the better, as our policy beginning this year, 2024, for merchandise vendors, only, is your space will be on a first-come, first-served basis.

GENERAL REGULATIONS:

1. The festivities will be held rain or shine.

- By partaking in the 2024 Old Home Days event, you agree to defend, indemnify, save, and hold OHDC harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees associated with your participation in this year's festivities.
- Any personnel/volunteers/vendors with undiagnosed fever, diarrhea, vomiting are prohibited from working 72 hours
 after they become symptomatic. If there are any questions regarding this, please contact Chatham Health District at
 860-365-0884.
- The Old Home Days Committee (referred to hereafter as "OHDC") has the exclusive right to sell soft drinks and water.
 Barring approval from the OHDC, no other vendors are permitted to sell liquid refreshments from their booths.
- 5. All booths are working in conjunction with the OHDC and are under their supervision.
- 6. All Vendors/Exhibitors are responsible for knowing, and must comply with all federal, state, and local statutes.
- 7. The OHDC is not responsible for any lost or stolen merchandise or other items.
- 8. Only the item(s) specified in this contract may be sold at your booth. No other items may be sold at any time.
- There may be similar crafters or merchandise non-food vendors accepted to be vendors, but the OHDC will attempt to be selective in the number of similar vendors. For example, there may be more than one vendor selling bracelets and necklaces and the like or different types of clothing.
- 10. In general, OHDC will attempt to only accept one type of food booth. However, there may be food booths with similar base foods, for example: chicken. There are many ways to serve chicken so we may have chicken tacos and fried chicken, etc. Another example, we would only have one ice cream booth, but may have ice cones, etc.
- 11. Any vendor observed selling or giving any items not contracted with the OHDC may be asked to leave the grounds immediately. Should that arise, no refund will be provided.
- 12. No vendor or food booth vendor may sub-let their booth to another private party. This will be strictly enforced.
- 13. The OHDC reserves the right to inspect your booth at any time between set-up and take-down and at any time the OHDC receives a legitimate complaint(s), such legitimacy to be determined by the OHDC.
- 14. All Vendors are required to keep their area clean and free of hazards at all times. No vendor is permitted to leave or discard merchandise, trash or cartons. All booth trash and trash from the vendor's activities must be removed by the vendor except for the public's trash accumulated in the trash cans provided for the public's use. OHDC will have volunteers remove trashcan contents as needed.
- 15. Vendors may not place items for display or sale out of their designated area or in any walkway or aisle. Aisles and walkways are to be always kept clear for customer traffic.
- 16. All vendors are required to have hand sanitizer at each booth.
- 17. PETS: No dogs or pets will be allowed on the premises of the Bevin Park (Center School) grounds unless the animal is a registered companion or guide dog. Registered companions and guide dogs are encouraged to attend but must wear their official vests. Owners must have a copy of permit for identification. This will be strictly enforced.
- 18. OPERATION OF VENDOR SPACE: Courtesy and politeness to the public is mandatory. OHDC patrons shall not be disturbed or hindered in any way by the vendors or their agents or subjected to offensive or obscene conduct or profane language. Any violation of these rules may result in immediate dismissal or cancellation of contract and removal of possessions from the vending space. No game, show, or sale of novelties shall be permitted at the vendor's area which does not meet with the approval of the OHDC. No vendor shall operate in a manner, which presents a safety hazard or nuisance to the patrons or general public. If the OHDC deems that this directive is violated, the operation will be suspended until corrections are made to the satisfaction of the Management of the OHDC. False or misleading advertising by banner, word of mouth, or otherwise is prohibited.
- 19. PROHIBITED ITEMS: THE SALE OF FIREARMS, AMMUNITION, EXPLOSIVE MATERIALS, CHEMICALS, PORNOGRAPHIC OF OFFENSIVE MATERIALS, LIVESTOCK, PETS, DRUGS OR DRUG PARAPHERNALIA, ALCOHOLIC BEVERAGES, FIREWORKS, PIERCING, SILLY STRING, OR ANY SERVICE THAT MAY BE DEEMED OFFENSIVE BY MANAGEMENT IS ADDITIONALLY STRICTLY PROHIBITED. MANAGEMENT RESERVES THE RIGHT TO HAVE ANY ITEM OR ITEMS REMOVED FROM SALE AT ITS SOLE DISCRETION.

Please note that the beverage (beer) booth on the property of the Airline Bicycle Shop (previously occupied by the East Hampton American Legion) is not located on the Old Home Days official grounds and the East Hampton VFW Post 5095 is selling its beverages independently from the OHDC.

FOOD BOOTH REGULATIONS

- 1. A copy of the CFPM or Temporary Event Training Certificate is required for the person in charge.
- If your booth is for the preparing/serving, consumable (food/beverage) items, you are responsible for the temporary food license/complying with all requirements. This includes the license application, a food booth checklist, a temporary event log that lists all employees/volunteers, and any other requirements of the Chatham Health District.
- A list of all employees/volunteers' names, addresses, and phone numbers. Dates and times of shifts worked, and duties are required by Chatham Health District. Please provide a copy for the Vendors and Booths Chair as well.
- 4. Only those items approved by the OHDC and approved by the Chatham Health District will be permitted to be sold.
- Please direct all questions regarding the food inspections and requirements to the Chatham Health Department at https://www.chathamhealth.org, or by calling 860-365-0884.
- 6. No home-cooked foods or foods prepared in an unapproved facility are permitted.
- No waste water or grease is permitted to be disposed of on the ground or down a storm drain. Wastewater and grease containers will be provided for your use.
- For personal hygiene of the personnel working at the food/beverage booth, effective hair restraints like a hat or hairnet are required. Clean outer clothes must include an apron. No exposed open wounds/cuts (must be properly bandaged).
- 9. All vendors are required to wear food-grade gloves when handling food and/or beverages.
- 10. It is suggested that each vendor appoint a different individual to handle money in the interest of health safety.
- 11. SMOKING is strictly prohibited inside any food booth.
- 12. All Food Safety requirements/regulations must be followed.

ELECTRICITY

- If you request on your contract, your booth will be provided with one or more 110-volt service (20-amp plug). The
 fee for this service connection and usage is \$25 for each 110-volt service for all 3 days.
- If your booth requires 220-volt service, you will be required to pay \$100 for each service connection and to help offset electrical costs for all 3 days.
- 3. Each booth must be equipped with a ground fault protector.
- 4. Any booth requiring special electrical hookups will have to contract with the site Electrician (name and contact information will be provided upon request). The OHDC will not be responsible for the cost of properly hooking up a booth. This request must be submitted by June 1, 2024. Failure to meet this deadline may result in no electricity being available and/or provided for your booth. If your booth has requested electricity, it will be in place by 4 PM on Thursday, July 11, 2024, barring any unforeseen circumstances.

FIRE MARSHALL REQUIREMENTS:

- Per order of the East Hampton Fire Marshall, all propane gas tanks and hoses must be properly secured and will be inspected. All booths must have a properly working and inspected fire extinguisher. Open grills should be in open-air space.
- Any questions regarding the above or of this nature should be directed to the East Hampton Fire Marshall at 860-267-0088 or firemarshall@easthamptonct.org.

FOOD BOOTH INSURANCE:

- Food Booth Vendors are required to purchase, at their own expense, the insurance coverage identified below in an amount, equal to or in excess of the policy limits stipulated. All Vendors agree to supply the OHDC with a valid Certificate of Insurance evidencing said insurance coverage and amounts with insurance companies that have an A.M. Best rating of B+ or better:
- COMMERCIAL GENERAL LIABILITY INSURANCE with the following minimum limits and extensions of coverage:
 Personal Injury and Property Damage:
 \$1,000,000 per occurrence and \$2,000,000 aggregate
 Coverage Extensions:
 Premises/Operations CoverageBlanket Contractual Coverage
 Products/Completed Operations CoverageBroad Form

Formatted: List Paragraph

Property Damage Coverage

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE with the following minimum limits and extensions of coverage:

Bodily Injury and Property damage:

\$1,000,000 per occurrence

\$2,000,000 aggregate

and

- The Vendor's liability policy must state that this insurance is primary and non-contributory. The Certificate of Insurance must be received by the OHDC on or before June 1, 2024.
- 4. THE CERTIFICATE OF INSURANCE MUST SHOW \$2,000,000 of general liability and auto liability coverage. The certificate of insurance must show: The <u>Town of East Hampton</u>, the <u>East Hampton Board of Education</u>, and the <u>East Hampton Old Home Days Committee</u>, PO Box 213, East Hampton, CT 06424 as the insured. The certificate holders are the East Hampton Old Home Days Committee, the Town of East Hampton, and the East Hampton Board of Education... This is required of all Food booths. Use the sample insurance form below to be sure the information is correct.
 NOTE: Please mail to Linda Wallace, PO Box 124, Cobalt, CT 06414.
- Vendor is responsible for carrying the appropriate insurance for their business and is responsible for carrying the appropriate licensing for their business.
 Vendors are responsible to collect and report the appropriate sales tax where applicable.
- 6. Proof of liability insurance
 (electronic submittal
 preferred) or a Hold
 Harmless Agreement in lieu
 of insurance is acceptable
 and required for all other
 merchandise vendors, except
 food vendors who must
 comply with rule INSURANCE
 #1-#4 on pages 4 and 5.
- Hold Harmless Agreement may be used by Handcrafters and Non-Profit Distributors of Information only.
- DAMAGE-LOSS-INJURY- All reasonable precautions against damage, loss, or injury by fire, water, storm, strikes, or Acts of God will be provided. The OHDC DOES NOT insure nor does it assume any liability for the safety or property from theft, damage, injury or

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vandalism. Each vendor shall secure all valuable materials or merchandise during the OHDC hours of operation and then remove all materials by the end of the operation. The OHDC's insurance policy does not cover the liabilities of

vendors/ exhibitors. Leaving any valuables, materials, merchandise, and the like overnight is at the operator's own risk. The OHDC is not responsible for any items left overnight. Security is only provided on Friday and Saturday nights.

CONTRACT & FEES:

OHDC Vendors and Booth FEE SCHEDULE can be found on the contract on page 1 of this document.

- Contracts are due by May 15, 2024. All payments are non-refundable and are due no later than June 1, 2024.
 PLEASE NOTE: All payments must be made by check.
- Only one (1) crafter/merchandiser per booth; there is no space-sharing permitted. Spaces will be approximately 10' x 10".
- Only professionally made tents/canopies will be allowed and they are <u>mandatory</u>. Canopies/tents must remain inside your marked space. Your canopy/tent, items, boxes, etc. must not go outside of your assigned space.
- 4. Additional spaces may be purchased to expand your area. This may apply to certain setups. 10' x 20'; 10' x 30' etc. with the payment of appropriate fees. This does not apply to food booths.
- 5. Footprint Area Required: If bringing a truck, trailer, or the like, the measurement of the footprint area must be included in the contract. This will help the chair know how to place the operation of your booth for the best location according to the size of your vehicle, truck, trailer, or the like.
- 6. Contract (page one (1), electronic submittal preferred) must be signed and submitted no later than May 15, 2024.
- 7. No refunds will be given once the OHDC accepts the contract and fees.
- 8. Please remit your liability insurance certificate prior to June 1, 2024. Failure to meet this deadline may result in losing your space. We operate on a space-available basis and reserve the right to limit the number of similar food, product and service vendors. You can send proof of liability insurance by email or by snail mail. If sending by snail mail, please send to:

East Hampton Old Home Days Committee, c/o Linda Wallace, PO Box 124, Cobalt, CT 06414

CANCELLATION – It is mutually understood and agreed that in the event of fire, windstorm, Act of God, Act of War, or Public Authority, riot, accident, strike, scarcity of energy, virus pandemic, or any disaster beyond the control or power of either party, preventing the holding of the OHDC festivities in full or part, neither party shall hold the other liable for damages of any kind.

PARKING

- Please note that all vehicles must be off the grounds when the festivities end. You are not obligated to remain on
 the grounds after sunset, but you will not be able to bring your vehicle onto the grounds until after the festival
 closes. Keep in mind that the grounds are generally inactive on Saturday until after the parade ends at about
 1:00 PM, but vendors are free to open anytime in the morning.
- 2. Parking will be available at the Chatham Museum (on Bevins Blvd) for a nominal fee.

The Old Home Days Committee hopes that all our merchandise and food vendors have a successful operation during the "Hooray For Hollywood" 2024, "Glorious Celebration".

For answers to any questions, please contact:

Linda Wallace, <u>Vendors.EHOHD@aol.com</u> Home 860-267-9952 Cell 860-685-1361

This contract has been revised: May 1, 2024.

EAST HAMPTON OLD HOME DAYS COMMITTEE TOWN OF EAST HAMPTON, CONNECTICUT

For all merchandise vendors and booth operators except Food Booths



HOLD HARMLESS AGREEMENT

Date(s) of use: July, 2024 to July, 2024 (Use setup date through take down date)
This Hold Harmless Agreement must be completed and signed by the applicant seeking to use the Bevin Park (Center School) grounds, located at or adjacent to 7 Summit Street, East Hampton, CT 06424 during the "East Hampton Old Homo Days" events, (the premises).
PLEASE PRINT:
Applicant,
The vendor is responsible for carrying the appropriate insurance for their business and is responsible for carrying the appropriate licensing for their business. The Old Home Days Committee, the Town of East Hampton, and the East Hampton Board of Education does not carry insurance of any kind to cover the vendor's losses, both personal injuries, and material, for their business. (Please fill in all spaces)
Business Name:
Contact Information:
Address:
Telephone number:Cell:
Do you carry appropriate insurance as described in above paragraph beginning with the word: Applicant? Yes No
If you carry appropriate insurance, name and address of insurance company:
Insurance Company Address Policy Number Dates in effect
Applicant's Signature Print Date: