

EAST HAMPTON OLD HOME DAYS ASSOCIATION
VENDORS AND BOOTHS CONTRACT ~ "PAINT THE TOWN RED" ~ JULY 14-16, 2022
CENTER SCHOOL GROUNDS, 7 SUMMIT STREET, EAST HAMPTON, CT 06424

Print Contact Name: _____ Print On-site Contact Name: _____

Business Name or Organization: _____

Address: Street _____ City _____ State _____ Zip _____

Business Telephone: _____ On-site Cell: _____

e-mail: _____ Website (if available) _____

Applying for the following type of vendor: (One tent space) (If more than one tent space is needed, fees will be adjusted)

Please check or fill in the appropriate lines: ~NO REFUNDABLE DEPOSITS~ Number of 10' x 10' spaces _____

Electricity, if needed:

- no electricity needed
110-volt connection \$25
220-volt connection \$100

STATE TAX ID NUMBER _____ and/or
FED. NON-PROFIT (501 c 3) EIN NUMBER _____

* * * * *

- Food vendor (for-profit) \$500 (\$100 deposit due by May 1, 2022)
First Timer Food Vendor (for-profit) \$350 (\$100 deposit due by May 1, 2022)
Food vendor (non-profit) \$350 (\$100 deposit due by May 1, 2022)
First Timer Food Vendor (non-profit) \$200 (\$100 deposit due by May 1, 2022)
Commercial Business Product or Service \$350 (\$100 deposit due by May 1, 2022)
First Timer Commercial Business Product or Service \$200 (\$100 deposit due by May 1, 2022)
Merchandise vendor (ex. t-shirts, clothing, hats, purses, books) \$100 (\$50 deposit due by May 1, 2022)
First Timer Merchandise vendor \$75 (\$50 deposit due by May 1, 2022)
Handcrafted crafts and jewelry vendor \$50 (crafts and jewelry must be handmade, not purchased to sell)
Youth handcrafters 18 and under \$25 (crafts and jewelry must be handmade, not purchased to sell)
Non-profit distribution of information No selling of any items. No distribution of flyers or brochures due to problem it creates for maintenance. Acceptable if given in tote bag. (Business cards, souvenirs are okay for distribution). Fee waived.
If selling any product, raffle ticket, etc. \$25
Other: _____ Fee to be determined

Detailed Description of your menu or product/craft to be sold or how information is to be distributed: (use the reverse of this sheet to continue your description.) _____

(over)

REQUIRED: Footprint measurements of any additional vehicle, truck, trailer, etc. that will be used in the operation of your booth and type of vehicle: _____

REQUIRED: Please send 2-3 photos with contract to show examples of the menu, products, crafts, etc., to be sold. _____

REQUIRED: If you are planning on setting up before Thursday, July 14, 2022, you must notify Linda Wallace. Vendor plans on setting up on the following date and time: (Set-up can begin Sunday, July 10, 2022: _____

I HAVE READ THE VENDORS AND BOOTHS INFORMATION FOUND ON PAGES 1-5 AND UNDERSTAND IT IN FULL. I UNDERSTAND THAT THE POLICIES ARE STRICTLY ENFORCED. I HAVE READ AND AGREE TO THE TERMS OF THE OHDA REGULATIONS, FEES, AND OTHER INFORMATION WHICH GOVERNS MY PENDING APPROVAL AS A VENDOR FOR OLD HOME DAYS ON JULY 14, 15 AND 16, 2022. I CERTIFY THAT I AM THE RESPONSIBLE PARTY AND WILL BE ONSITE DURING THE EVENT TO ENSURE PROPER PROCEDURES AND CLEANLINESS.

Signature _____ Print _____ Date _____

For OHD volunteer only:

Deposit rec'd _____ Contract rec'd _____ Electricity _____ Balance due _____
Check # _____ Electricity fee _____ Check # _____
PayPal _____ Insurance certificate rec'd _____ PayPal _____

REGISTRATION ~ FOR ALL VENDORS AND FOOD BOOTHS

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

1. Please register online by completing the application/contract. 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. You will receive your 10' x 10' area assignment by e-mail the end of June.
2. **IMPORTANT DEADLINE:** The person in charge of the booth/vendor tent or canopy 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 at VendorsOHD.PO213@aol.com. **NO contract will be accepted after Tuesday, June 14** (30 days before the first day of the Old Home Days event, July 14). This is also the required final date for food/ beverage vendors to submit the Temporary Food License Application to the Chatham Health District.
3. Contracts are accepted in the order that they are received (until we run out of space).
4. A **non-refundable reservation fee** is required to reserve your booth space. This deposit must be received on or before May 1, 2022, and the balance is due June 1, 2022. The fee includes one site (and a 110-volt or 220-volt **Electrical service** at an additional fee, if requested). You may request more than one site with the appropriate fee. Your organization is required to provide your own tent, table(s), and chair(s). Space size is 10' x 10' per space. Double size may be 10' x 20' per 2 spaces at the double fee, depending upon setup. Tents or canopies are mandatory, AND only professionally-made tents or canopies allowed.
5. **Non-food booths** must be set up by 2:00PM on Thursday, July 14, 2022 and Friday, July 15, 2022. 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 access to the grounds after 10:00 AM.
6. **Any vendor or booth can set up as early as Sunday, July 10th**, the weekend before the Old Home Days celebration at the risk of the owners/operators. Please contact Linda Wallace (860-267-9952) to advise her that you will be setting up early. You will need to be assigned a pre-determined location on the grounds.

GENERAL REGULATIONS:

1. By partaking in the 2022 Old Home Days event, you agree to defend, indemnify, save and hold OHDA 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.
2. **Any personnel/volunteers 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.**
3. The Old Home Days Association (referred to hereafter as "OHDA") has the exclusive right to sell soft drinks and water. Barring approval from the OHDA, no other vendors are permitted to sell liquid refreshment from their booths.
4. All booths are working in conjunction with the OHDA and are under their supervision.
5. All Vendors/Exhibitors are responsible for knowing and must comply with all federal, state and local statutes.
6. The OHDA is not responsible for any lost or stolen merchandise or other items. Only the item(s) specified in this contract may be sold at your booth. No other items may be sold at any time at your booth.
7. There may be similar crafters or non-food vendors accepted to be vendors, but the OHDA 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.
8. Any vendor observed selling or giving any items not contracted with the OHDA may be asked to leave the grounds immediately. Should that arise, no refund will be provided.

9. The OHDA reserves the right to inspect your booth at any time between set-up and take-down and at any time the OHDA receives a legitimate complaint(s), such legitimacy to be determined by the OHDA.
10. All tents or canopies must be adequately staked to the ground to avoid problems with wind and/or rain.
11. All vendors must bring their own tent, chairs, tables, etc. Only space is provided by OHDA.
12. All Vendors are required to keep their area clean and free of hazards. No one is permitted to leave or discard merchandise, boxes or cartons. All trash must be removed by the vendor except for the trash accumulated in the trash cans provided for the public's use.
13. Vendors may not place items for display or sale out of their designated area or in any walkway or aisle. Aisles and walkway are to be always kept clear for customer traffic.
14. All vendors are required to have hand sanitizer at each booth.
15. The festivities will be held rain or shine.
16. **PETS:** No dogs or pets will be allowed on the premises of the 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 vest for identification. This will be strictly enforced.
17. **OPERATION OF VENDOR SPACE** Courtesy and politeness to the public is mandatory. OHDA 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 OHDA. No vendor shall operate in a manner, which presents a safety hazard or nuisance to the patrons or general public. If the OHDA deems that this directive is violated, the operation will be suspended until corrections are made to the satisfaction of the Management of the OHDA. False or misleading advertising by banner, word of mouth or otherwise is prohibited.
18. **PROHIBITED ITEMS**
THE SALE OF FIREARMS, AMMUNITION, EXPLOSIVE MATERIALS, CHEMICALS, PORNOGRAPHIC or 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 East Hampton American Legion is not located on the Old Home Days official grounds and is selling its beverages independently from the OHDA.

FOOD BOOTH REGULATIONS

1. If your booth is for the purpose of 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, and a temporary event log which lists all employees/volunteers.
2. A list of all employees/volunteer names, addresses, 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.
3. A copy of the CFPM or **Temporary Event Training Certificate** is required for the person in charge.
4. Only those items approved by the OHDA and approved by the Chatham Health District will be permitted.
5. 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.
7. No waste water or grease is permitted to be disposed of on the ground or down a storm drain.
8. For personal hygiene of the personnel working at the food/beverage booth, effective hair restrains like a hat or hair net 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

1. If you so request, your booth will be provided with one (1) **110-volt service** (20-amp plug). Each booth must be equipped with a ground fault protector. The fee for this service connection and usage is \$25.
2. If your booth requires **220-volt service**, you will be required to pay an additional \$100 for service connection and to help offset electrical costs
3. Any booth requiring special electrical hookups will have to contract with the site Electrician (name and contact information will be provided upon request). The OHDA will not be responsible for the cost to properly hook up a booth. This request must be submitted by June 1, 2022.
4. If your booth requires electricity, it should be in place by 2:00PM on Thursday, July 14, 2022. Failure to meet this deadline may result in no electricity being available and/or provided for your booth.

FIRE MARSHALL REQUIREMENTS:

1. 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.
2. 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.

INSURANCE:

1. 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 OHDA 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:
2. **COMMERCIAL GENERAL LIABILITY INSURANCE** with the following minimum limits and extensions of coverage:
Personal Injury and Property Damage: \$1,000,000 per occurrence
\$2,000,000 aggregate
Coverage Extensions: Premises/Operations Coverage
Blanket Contractual Coverage
Products/Completed Operations Coverage
Broad Form
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
3. The Vendor's liability policy must state that this insurance is primary and non-contributory. The Certificate of Insurance must be received by the OHDA on or before June 1, 2022.
4. THE **CERTIFICATE OF INSURANCE** MUST SHOW \$2,000,000 of general liability and auto liability coverage. The certificate of insurance must show: The Town of East Hampton, the East Hampton Board of Education and the East Hampton Old Home Days Association, PO Box 213, East Hampton, CT 06424 as the insured. The certificate holder is the East Hampton Old Home Days Association. **This is required of all Food booths.**
5. NOTE: Please mail to Linda Wallace, PO Box 124, Cobalt, CT 06414.
6. Vendor is responsible to carry the appropriate insurance for their business and is responsible to carry the appropriate licensing for their business. Vendors are responsible to collect and report the appropriate sales tax where applicable.

- 7. **Proof of liability insurance** (electronic submittal preferred) or a **Hold Harmless Agreement** in lieu of insurance is acceptable and required for all other vendors, except food vendors who must comply to rule INSURANCE #1 above. **Hold Harmless Agreement** may be used by Handcrafters and Non-Profit Distributors of Information only.
- 8. **DAMAGE-LOSS-INJURY**- All reasonable precautions against damage, loss or injury by fire, water, storm, strikes, or Acts of God will be provided.
- 9. **The OHDA DOES NOT insure nor does it assume any liability for the safety or property from theft, damage, injury or vandalism.**
- 10. Each vendor shall secure all valuable materials or merchandise during the OHDA hours of operation and then remove all materials by the end of the operation. The OHDA's insurance policy does not cover liabilities of vendors/exhibitors. Leaving any valuables, materials, merchandise, and the like overnight is at the operator's own risk. The OHDA is not responsible for any items left overnight.

FEES: NO REFUNDABLE DEPOSITS

Please check the appropriate lines:

Electricity, if needed:

- no electricity needed
- 110-volt connection \$25
- 220-volt connection \$100

* * * * *

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- First Timer Food Vendor (for-profit)* \$350 (\$100 deposit due by May 1, 2022)
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- Merchandise vendor (ex. t-shirts, clothing, hats, purses, books) \$100 (\$50 deposit due by May 1, 2022)
- First Timer Merchandise vendor* \$75 (\$50 deposit due by May 1, 2022)

- Handcrafted crafts and jewelry vendor \$50 (crafts and jewelry must be handmade, not purchased to sell)
- Youth handcrafters 18 and under \$25 (crafts and jewelry must be handmade, not purchased to sell)

Non-profit distribution of information, No selling of any items. No distribution of flyers or brochures due to problem it creates for maintenance. Acceptable if given in tote bag.

(Business cards, souvenirs are okay for distribution). Fee waived

If selling any product, raffle ticket, etc. \$25

Other: _____ Fee to be determined

- 1. **Deposits are due by May 1, 2022.** All payments are non-refundable. PLEASE NOTE: If you elect to pay online via PayPal, your initial payment must be for the entire balance of your transaction.
- 2. **To use PayPal, please contact Linda Wallace at 860-267-9952 or by email: VendorsOHD.PO213@aol.com.**
- 3. **Only one (1) crafter per booth;** there is be no space sharing permitted. Spaces will be approximately 10' x 10'; Only professionally made tents/canopies will be allowed and they are mandatory. Canopies/tents must remain inside your marked space. Your canopy/tent, items, boxes, etc. must not go out 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.

5. **Footprint Area Required:** If bringing a truck, trailer, or the like, the measurement of the footprint area must be included on 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.

CONTRACT:

1. Contract (page one (1), electronic submittal preferred) must be signed and submitted no later than May 1, 2022.
2. **No refunds** will be given once the OHDA accepts the contract and fees.
3. Please remit your liability insurance certificate and balance of your payment prior to June 1, 2022. 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 product and service vendors. You can send proof of liability insurance by email or by snail mail. Payments may also be made through PayPal by e-mail. To pay by PayPal, please contact Linda Wallace directly at 860-267-9952 or email at VendorsOHD.PO213@aol.com. If sending by mail, please send to

East Hampton Old Home Days Association
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 OHDA festivities in full or part, neither party shall hold the other liable for damages of any kind.

PARKING

1. 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 on to the grounds until after the festival closes. Keep in mind that the grounds are generally inactive on Saturday until after the parade ends at approximately 1:00 PM.
2. Parking will be available at the Congregational Church and the Chatham Museum (on Bevins Blvd) for a nominal fee.

The Old Home Days Association hopes that all our vendors have a successful operation during the "Paint the Town Red" 2022, "Glorious Celebration".

Linda Wallace, VendorsOHD.PO213@aol.com

[PO Box 124, Cobalt, CT 06414](mailto:VendorsOHD.PO213@aol.com)

860-267-9952 Cell 860-685-1361

TOWN OF EAST HAMPTON, CONNECTICUT

For all vendors and booth operators except Food Booths

HOLD HARMLESS AGREEMENT

Date(s) of use: July __, 2022 to July __, 2022

This Hold Harmless Agreement must be completed and signed by the applicant seeking to use the Center School grounds, located at or adjacent to 7 Summit Street, East Hampton, CT 06424 during the "East Hampton Old Home Days" events, (the premises).

PLEASE PRINT:

Applicant, _____, hereby agrees that it shall, at all times, defend, and indemnify, protect and save harmless, the Town of East Hampton and its officers, agents and employees, the East Hampton Board of Education and its officers, agents and employees, and the East Hampton Old Home Days Association and its officers, agents and employees from and against any and all liabilities, actions, claims, damages, losses, judgments, cost and expenses (including but not limited to attorney fees) arising out of injuries to any person, part or entity, Vendor is responsible to carry the appropriate insurance for their business and is responsible to carry the appropriate licensing for their business.

Vendor is responsible for carrying the appropriate insurance for their business and is responsible to carry the appropriate licensing for their business. The Old Home Days Association, the Town of East Hampton, and the East Hampton Board of Education does not carry insurance of any kind to cover the vendors losses, both personal injuries, and material, for their business.

Applicant's Signature _____

Print Applicant's Name _____

Business Name: _____

Contact Information:

Address: _____

Telephone number: _____ Cell: _____

E-mail: _____

Date: _____