



Heritage of **INDIA** Festival

Kensico Dam Plaza
Valhalla, NY
Sunday, August 7, 2022

FOOD OR NON-FOOD TENT OF SITE RENTAL APPLICATION AND CONTRACT

Company Name: _____

Name of Contracting Person: _____

Address: _____

Phone: _____
 Fax: _____
 Email: _____

I / We would like to rent space for the following business:

- () Restaurant, food cooked on site, 1 Tent/No tent () Non-Profit Organization Own Tent
 () Non-Food Business with One Tent () Non-Food Business with No Tent (Site only)

I / We will be selling following food / non food items (provide brief description of items):

_____ (\$ _____) _____ (\$ _____) _____ (\$ _____)
 _____ (\$ _____) _____ (\$ _____) _____ (\$ _____)

I / We have enclosed a check of \$ _____.

(Payments received after Saturday, July 24, 2022 must be made by money order or bank check only).

Signature: _____ Date: _____

Vendors are required to close activities at their space at 6:00 pm sharp & vacate by 6:20 pm.

**Call to fax completed contract application to: Mr. Raj Pithadia - (914) 473-5200, or
 Mail to: IACAW, PO Box 358, Dobbs Ferry, NY 10522
 Business Exposition and Food Fair Rates**

Restaurant-with tent *	1 tent, 1 Tables, 2 Chairs	\$ 550
Restaurant-site only/own tent *	0 tent, 1 Table, 2 Chairs	\$ 325
Non- food Business	1 tent, 1 Table, 2 Chairs	\$ 275
Site Only/own tent	0 tent, 1 Table, 2 Chairs	\$ 150
Non Profit organization **	0 tent, 1 Table, 2 Chairs	\$ 100

* **Please refer to Vendor Guidelines on Schedule-A. Edible (food) items require Health Dept. permits & Insurance. Restrictions on non Pepsi product apply.**

** **Approval of the Festival Committee required. Upon approval you will be contacted with additional forms and information.**

Contact:

Mr. Rohit Pandya	914-473-6435
Mr. Raj Pithadia	914-473-5200
Mr. Himanshu Pandya	914-760-5913
Ms. Lisa Shah	646-831-5784

SCHEDULE "A"
2022 Vendor Guidelines

It is the responsibility of the promoter to notify vendors of these guidelines and enforce them

1. The promoter is responsible for staffing three areas during the vendor check-in to: check off which vendors have arrived, help them to their designated spot and keep the cars moving. **The three locations are: One staff at the front entrance of the park, at least two staff in the vendor area and one staff in the food vending area.** No one is allowed in the vendor area until the promoter has arrived and the three areas are staffed.
2. When entering the park, the vendors must drive the designated route to their assigned spot, drop their items off and quickly move their car into the parking area. (This is to avoid any traffic jams.)
3. Tents set-up on the plaza must be weighted down with sandbags or weights and cannot be larger than 10'x10
4. All vendors must set-up in their designated numbered spot. The County supervisor will decide how the numbered spots will be marked. No spray paint on hard surfaces.
5. There is no electrical hook-up for any vendor, including the food vendors. All vendors must provide their own **quiet** generator if power is needed.
6. Vendors must be set-up 30 minutes prior to the start of the festival/walk. At this time all cars must be out of the festival/vendor area and in the parking lot. Any late arriving vendors must make prior arrangements to walk their items to their designated spot. All entertainment must have their equipment in the Showmobile/performing area 30 minutes prior to the start of the festival. Any late arriving entertainment must make prior arrangements to walk in their equipment. County issued dollies are available for use.
7. Vehicles are prohibited in the vendor area during the festival. This includes promotional vehicles. All vehicles must be parked in the parking area. (This does not apply to Westchester County or Emergency vehicles.) The vendor parking lot will be agreed upon by the county supervisor and promoter.
8. Food vendors are responsible for removing any used cooking oil from the premise and discarding all gray water in the designated bin within the park.
9. Merchandise vendors are prohibited from selling any items which when used can deface County property, i.e. spray-paint, washable paints, etc. It is the promoter's responsibility to make sure such items are not sold.
10. Vendors should not pack up earlier than the scheduled end of the festival. Vendors are prohibited to drive their vehicles into the festival area to load their belongings until the area is deemed safe to drive in. This decision will be made jointly by the county supervisor and the festival chair. (The anticipated time is 45 minutes after the scheduled end of the festival.) For vendors who need to leave promptly at the scheduled end of the festival it is recommended that each vendor bring their own hand truck. A limited number of County owned dollies will be available on a first come first served basis.
11. Immediately provide your PRC Department contact with a list of vendors and the service to be provided at your Event. The service will determine which Companies **must** complete Schedule "A-1" entitled "Application to Provide Goods and Services on County Property", attached hereto and made a part hereof, and provide proof of 1) Worker's Compensation Form C105.2 or U-26.3 (Statutory Limits and

coverages); 2) General Liability **naming the County of Westchester and the Permit Holder** as an additional insured in the amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate limit, written on a primary and non-contributory basis; 3) Umbrella/Excess Insurance in the amount of \$2,000,000 each occurrence and aggregate, **naming the County of Westchester and the Permit Holder** as an additional insured, (“follow the form” basis)), and 4) Automobile Liability Insurance with a minimum limit of liability of \$1,000, 000 unless otherwise indicated. This insurance shall include bodily injury and property damage for owned, hired and non-owned automobiles and name the “**County of Westchester and Permit Holder**” as an additional insured. Certificate Holder should be County of Westchester, 450 Saw Mill River Rd, Ardsley NY 10502. Each proof of insurance and completed Schedule “A-1” shall be provided to the County by the Permittee upon execution of this Permit or that service will not be permitted at the Event.

12. The festival president/chair must remain on-site until the last vendor leaves the facility

SCHEDULE "A-1
COUNTY OF WESTCHESTER
DEPARTMENT OF PARKS RECREATION AND CONSERVATION

APPLICATION TO PROVIDE GOODS AND SERVICES ON COUNTY PROPERTY

TODAY'S DATE _____ DATES OF SERVICE: _____

NAME OF PERMITTEE & : _____

YOUR ORGANIZATION: _____

YOUR NAME : _____

MAILING ADDRESS: _____

TELEPHONE: DAY _____ NIGHT _____

GOODS AND SERVICES YOU ARE PROVIDING: _____

It is agreed and understood by all parties that there is an insurable interest for the County of Westchester by virtue of its ownership of the facility and/or premises. Accordingly, all vendors or sub-contractors to the Permit Holder holding this Permit must sign below and furnish (where required by Risk Management) a certificate of insurance with proof of 1) **Worker's Compensation Form C105.2 or U-26.3** (Statutory Limits and coverages); 2) General Liability **naming the County of Westchester and the Permit Holder** as an additional insured in the amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate limit, written on a primary and non-contributory basis; 3) Umbrella/Excess Insurance in the amount of \$2,000,000 each occurrence and aggregate, **naming the County of Westchester and the Permit Holder** as an additional insured, ("follow the form" basis) and 4) Automobile Liability Insurance with a minimum limit of liability of \$1,000, 000 unless otherwise indicated. This insurance shall include bodily injury and property damage for owned, hired and non-owned automobiles and **name the County of Westchester and Permit Holder** as an additional insured. Certificate Holder should be County of Westchester, 450 Saw Mill River Rd, Ardsley NY 10502. Please show the program name, location and dates in the description box. **NOTE:** Where alcohol is being served, other requirements also apply; please refer to the Permit agreement.

The purpose of this form is to satisfy any requirement of insurance companies or insurance policies that the County of Westchester be named as an additional insured "where required by written contract."

AGREEMENT:

THE UNDERSIGNED IS OVER 21 YEARS OF AGE AND HAS READ THIS FORM AND AGREES TO COMPLY WITH ITS TERMS. HE/SHE AGREES TO BE RESPONSIBLE TO THE COUNTY OF WESTCHESTER FOR THE USE AND CARE OF THE FACILITY. HE/SHE, ON BEHALF OF THE ABOVE NAMED ORGANIZATION DOES HEREBY COVENANT AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY OF WESTCHESTER AND THE PERMITTEE FROM AND AGAINST ANY AND ALL LIABILITY, LOSS DAMAGES, CLAIMS, OR ACTIONS (INCLUDING COSTS AND ATTORNEYS FEES) FOR BODILY INJURY AND/OR PROPERTY DAMAGE, TO THE EXTENT PERMISSIBLE BY LAW, ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR PROPOSED USE OF THE COUNTY OF WESTCHESTER'S PROPERTY, FACILITIES AND/OR SERVICES BY YOUR ORGANIZATION.

SIGNATURE OF ORGANIZATION'S REPRESENTATIVE

NOTE: THIS SIGNED DOCUMENT MUST BE RETURNED TO THE PERMITTEE WITH PROOF OF INSURANCE (IF REQUIRED) AND BECOME PART OF THE PERMIT AGREEMENT

SCHEDULE "B"
STANDARD INSURANCE PROVISIONS
(Permittee)

Completed by restaurants only

1. Prior to commencing work, and throughout the term of the Agreement, the Permittee shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Permittee shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Permittee and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Permittee shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Permittee to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Permittee to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Permittee from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Permittee concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Permittee's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Permittee until such time as the Permittee shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Permittee maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Permittee shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
- (i) Premises - Operations.
 - (ii) Broad Form Contractual.
 - (iii) Products (Food) and Completed Operations.
 - (iv) Liquor Liability

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
- (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

3. All policies of the Permittee shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or

for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Permittee.

Completed by ONLY
restaurants serving alcoholic
beverages

SCHEDULE " C "

IF APPLICABLE:

PLEASE PROVIDE THE FOLLOWING INFORMATION FOR ALL THIRD PARTY
VENDORS OR CONCESSIONAIRES TO SELL OR DISTRIBUTE ALCOHOLIC
BEVERAGES AT THE EVENT

Name:
Street Address:
City, State
& Zip Code
Phone:
Contact Name:
(If different from
above)

Contract #: _____
Name of Contractor: _____

SCHEDULE " D "
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County contractor must complete this form as part of the proposed County contract.

1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

Name: _____

Title: _____

Date: _____

¹“Interest” means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.