



Citizens Going Forward

Vendor Information & Application

Event Name: Goodwill Festival 2024

Date and Time: 06/01/2024 (Rain date – 06/8/2024) 8am-8pm

Place: Mattano Park Park. Elizabeth, NJ

Applicant Name _____
Business Name (hereinafter known to as **EVENT VENDOR**) _____
Mailing Address _____
Phone _____ **Fax** _____ **Other (Alt.)** _____
Email _____
Website _____

Description of Item(s) being sold

Booth space rental fee: Merchandise (non-food) Vendor - \$150 (one hundred fifty dollars exactly) (\$25 additional fee, if received after 5/03/2024); Food & Beverage Vendor - \$250 (two hundred fifty dollars exactly) (\$50 additional fee, if received after 5/03/2024). **** NO FOOD VENDORS ACCEPTED AFTER 5/03/2024 – NO EXCEPTIONS !! ****
Fee(s) are to be submitted with application and will be refunded in full if application is not accepted. **Booth rental fee includes County issued permit fees.** In the **EVENT VENDOR** fails to appear at the Festival and claim their reserved space by 9:00 AM, EST, on Saturday, June 01, 2024 (or rain date – June 8th) **COMPANY** reserves the right to assign, and or resell, such space to another prospective Vendor without further notice, nor refund, to the undersigned **EVENT VENDOR**.

Termination of Agreement

By signing agreement **EVENT VENDOR** agrees to each and all clauses/conditions set forth and identified in the **Citizens Going Forward, Inc.** application herein. Failure by **EVENT VENDOR** to abide by any clauses set forth in this agreement, gives **Citizens Going Forward, Inc.** (hereinafter known as the **COMPANY**) and/or the authorized agents of **COMPANY**, the right to (including but not limited to):

- (1) Immediately terminate this agreement and require **EVENT VENDOR**, to immediately cease operations and vacate the premises, and
- (2) Forfeit any and all fees paid to **Citizens Going Forward, Inc.** for the right and privilege of participating as a Vendor.

No clauses of this agreement may be changed or altered without written, signed permission of the COMPANY.

1. COMPANY agrees to provide each **EVENT VENDOR** with a 10 x 10 space (approx.) at Mattano Park. **EVENT VENDOR** must provide their own tent, tables, chairs and electricity, signs, etc. Signs/Banners/Tents shall be made of a flame retardant material and proof of such fire retardant rating shall be made available to Union County/Elizabeth Fire Marshal upon request. Failure to have such fire retardant rating information available could result in the immediate closure of **EVENT VENDOR's** operation until such information is satisfactorily provided. Any losses or damages by **EVENT VENDOR** are hereby waived against **COMPANY**, for failure to have such information readily available for inspection by the Fire Marshal.

2. EVENT VENDOR agrees to obey all rules and instructions as directed by the **COMPANY** Vendor Coordinators during the festival. Any failure to adhere to such instructions may result in the immediate termination of this agreement.

3. EVENT VENDOR agrees and acknowledges that household pets, amplified sound equipment, barbeque grills, within or around your designated booth space is strictly prohibited. **** Food & Beverage vendors must notify **COMPANY** of cooking equipment and make prior arrangements and receive approval ****. Any violation shall be considered a violation of this agreement by **EVENT VENDOR** and may result in immediate termination of this agreement. ***Note: County Inspectors will be on the premise on the day of the event reviewing safety protocols.***

4. EVENT VENDOR agrees to abide by all directions by **COMPANY** which seeks to protect the environment and infrastructure of Mattano County Park and the safety of Festival patrons. **EVENT VENDOR** hereby acknowledges its liability, and agrees to compensate **COMPANY**, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, objects to the environment and infrastructure of the park which causes **COMPANY** to pay for the repair, replacement, or other remuneration to **COMPANY** for such damage to the environment or infrastructure of the park.

5. Out of fairness and consideration of all Festival participants, **EVENT VENDOR** acknowledges and agrees to only utilize such space contained within the confines of its booth, and not to extend beyond 3 feet directly in front of its booth, for any sales, distribution, or other solicitation. **EVENT VENDOR** acknowledges and agrees that they are strictly prohibited from “canvassing” or otherwise roaming the Festival Grounds in any effort other than to promote its booth’s purpose. **COMPANY** will make every reasonable effort, as allowed by law, to prohibit any unauthorized “canvassing.”

6. As a courtesy to other exhibitors and festival participants, any amplified sound and loud noise from your booth is prohibited. Additionally, **EVENT VENDOR** acknowledges and agrees that any material of an adult nature shall not be openly displayed subject to the Federal, State, and Local rules, laws, and regulations regarding the display of such materials which may be considered obscene or objectionable for view by minors.

7. COMPANY reserves the right to prohibit, within any **EVENT VENDOR** booth or on the festival grounds, the display, advertisement, or other promotion of any business, company, or organization which may be in conflict with a current **COMPANY** sponsor, event sponsor or vendor. Any questions concerning current sponsors or vendors attending should be directed to the **COMPANY** Chairman Chris Nelson prior to the event.

8. EVENT VENDOR shall not display, offer for view or sell any illegal or contraband items, any items that are unlicensed and/or copies/interpretations of licensed or registered products/items.

9. EVENT VENDOR shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, embezzled or marked in any manner with any part and/or all the words “2024 Goodwill Festival.” Even when printed with other words, **EVENT VENDOR** shall not offer phrases, logos or artwork with any variations of these words.

10. EVENT VENDOR shall not sublet their space to anyone.

11. EVENT VENDOR acknowledges and understands that they are responsible for sales and use tax and shall in no way hold **COMPANY** or its representatives responsible for any type of permits other than for the festival itself. **EVENT VENDOR** is responsible for the acts, and all costs associated with, any and all its merchandise, employees and volunteers. No **EVENT VENDOR** shall hold itself out as an Agent of **COMPANY**. You must also obtain a New Jersey Sales Tax number for the purpose of reporting sales tax collected to the State of New Jersey. After you obtain a Sales Tax Number, you must obtain your business license at least seven days prior to the event.

12. Cancellations / Refund Policy / No Shows: A 75% refund will be given with a written request that is received by May 24, 2024. No refunds will be given for any request received after May 24, 2024. Refunds will be distributed after the event.

13. COMPANY makes no representation or guarantees towards profit of revenue and actual festival attendance.

14. EVENT VENDOR understands that **COMPANY** has no control over weather, acts of God, acts of terrorism, or governmental intervention, or any other cause that may prevent and alter and or interrupt, the festival weekend, and participants shall hold **COMPANY** harmless for any losses that could arise because of such event.

15. COMPANY reserves the right to place **EVENT VENDOR** in a booth location at the complete discretion of the **COMPANY**. **COMPANY** shall have sole and complete authority to place the participant in any location on the festival grounds, irrespective of the participant's request. **COMPANY** makes no representation, nor does it guarantee any volume of "foot-traffic" of Festival Guests in any area of the grounds. **COMPANY** cannot speculate, nor control, the popularity of one area of the Festival over the other.

16. EVENT VENDOR upon vacating their booth space (s) will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate containers. Failure of **EVENT VENDOR** to clean their booth site may result in the future denial of vendor participation.

17. EVENT VENDOR certifies that it maintains adequate liability insurance to cover any and all occurrences which may result in the damage or injury to any person who may be a patron within the confines of **EVENT VENDOR** participant's booth space. **** Food & Beverage vendors** must provide specific insurance and food safety documentation that will be submitted to the City of Elizabeth and/or County of Union. ***Note: County Inspectors will be on the premise on the day of the event reviewing documentation and safety protocols.***

Agreement Notification

Any modification/deviation of this agreement shall deem it null and void unless said modification is set forth in writing by the said parties. This agreement incorporates all agreements and understandings, either oral and or written, between the parties and has not excluded any term contemplated prior to the signatures of the parties. This agreement has been read, understood and entered into freely, voluntarily and absent of duress. The party signed below is an **authorized agent** of the **EVENT VENDOR**.

Signature of EVENT VENDOR

Date

****** In order to process this application, the agreement must be signed and dated. Any applications received without the agreement properly completed will be considered void and will not be processed. No application is complete without payment. Check/Money Order Payments may be made payable to: Citizens Going Forward, Inc. Payments are also accepted by credit card through the company website (www.citizensgoingforward.com) and through PayPal or CashApp.

**** Citizens Going Forward, Inc.** reserves the right to refuse any application for any reason with or without cause.

Return payment and form to:

Citizens Going Forward
ATTN: Chris Nelson
746 Trumbull Street
Elizabeth, NJ 07201

For Office Use Only

Received on _____ Approved _____ Denied _____ Authorized by _____