

City of Ventnor - Vendor Application - 2021

Concerts: Saturday Nights, Memorial Day weekend to Labor Day weekend
5:00 p.m. to 10:00 p.m. @ Newport Avenue and the Beach

Sunset Cinema/Concert: June 30, July 28, & August 25, 5:00 p.m. to 9:00 p.m.
@ Ski Beach, Dorset & Burke Avenues

Details:

Fee: (Cash or CHECKS PAYABLE TO: **CITY OF VENTOR**) You MUST check in and make payment before you set up at event. Check in is located at the OEM/POLICE tent. Fee is per each date.

- Pre-season (Memorial Day Weekend till June 30): \$20 Crafter, \$40 per 10x10 Food Vendor, and \$75 Food Truck
- Summer season (July 1 to Labor Day Weekend): \$30 Crafter, \$50 per 10x10 Food Vendor, and \$100 Food Truck

Set up time: begins @ 3:00 p.m. (you may start selling once you are set up)

Applications Due Date: April 8, 2021

Applications:

City of Ventnor, Office of Special Events, Attention: Concert Series/Sunset Cinema
6201 Atlantic Avenue – 2nd Floor, Ventnor City, NJ 08406

Application:

Name of Applicant: _____

Name of Business: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Email: _____

Type of Vendor: ___ Crafter ___ Food Tent ___ Food Truck/Trailer

List foods / crafts that will be sold: _____

Number of 10x10 spaces requested: _____ (designate dates on last page of this application)

Signature: _____ Date: _____

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OFFICIAL USE ONLY

Received By: _____ Date: _____ Check #: _____ Amount: _____

Contract and Terms of Agreement:

1. The agreement allows food vendors, crafters, and non-profits display and/or sell their goods on Saturdays from Memorial Day to Labor Day Weekend. By signing the application and contract you agree to the terms of agreement listed below.
2. The City of Ventnor City and co-sponsors will not be held responsible for any injury or loss that may arise or come to the lessee of his/her property for any cause while said person or property is on display, or during arrival or departure.
3. Crafters - Non manufactured products may be sold. All crafts must be original and the work of the exhibitor.
4. You must supply your own tent, tables, and chairs. Tents should be no larger than 10'x10' for all vendors, and should be properly secured. It is your responsibility to make sure they are secured.
5. Spots will be preassigned.
6. There will be no sharing of space. Each vendor must be registered separately. Registrations are non-transferrable.
7. Only approved food vendors can sell or distribute food of any kind.
8. You must stay for the duration of event and may not break down until the end of the event. If weather becomes a problem, vendor must obtain permission from a committee member to break down early. Crafters shall not leave space unattended during event hours.
9. Co-sponsors and organizers do not provide insurance. **All vendors are required to obtain their own insurance for day of event.**
10. Vendors must keep their space in good order, clean of litter, trash and boxes. Space must be cleaned 100% after breakdown is complete.
11. Once accepted into the show, you will receive an email notification.
12. When unloading only one vehicle may be in staging area. As soon everything is unloaded your vehicle must be moved to a parking space. At Check-in you will be given a parking pass.
13. Vendors agree not to create separate social media events for the event. The City of Ventnor will create an event on their Facebook page. Feel free to share that event with your followers and post on the event once you are accepted as a vendor.
14. All vendors and sponsors are charged with the knowledge of and compliance with all local, county, and state laws, ordinances and regulations pertaining to health, fire prevention, and public safety while participating at the event.
15. All property of vendors and sponsors remain under their custody and control in transit to and from space, while during event and while in confines of event site. Neither the event committee members, volunteers, or City of Ventnor shall be responsible for the safety of property of vendors and sponsors from theft, damage by fire, accident, vandalism or other causes. All vendors and sponsors must have adequate insurance coverage (\$1,000,000 of general liability) at their expense, for property loss or damage and liability for personal injury.
16. Each vendor or sponsor must indemnify and hold harmless of, from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgment's recovered from or asserted, together with all costs in connection with the defense thereto, including attorney's fees, against the City of Ventnor City, NJ, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers on account of injury or damage to a person or property. The event committee shall not be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, weather, acts of God, public enemy riot, civil commotion, or other insurable casualty and food vendors, exhibitors and sponsors expressly waive any claim of liability against the other party hereto with respect to

such loss or damage. Accordingly, it shall be the responsibility of the food vendor, exhibitor and sponsor, respectively, to secure insurance or otherwise protect itself and its property against such loss or damage. All vendors or sponsors must provide a Certificate of Insurance from their insurance company. If you do not have required insurance, you must obtain a Certificate of Insurance from the National Tenant User Liability Program (T.U.L.I.P.)

17. The City of Ventnor reserves the right to restrict the operation or evict completely any food vendor, exhibitor, or sponsor which, in its sole opinion, detracts from the general character of the event as a whole. Sponsors and vendors in violation will be in default of this agreement and will forfeit entry in the event and must vacate their space. The City of Ventnor SHALL NOT BE responsible for the remuneration of any fees or any expenses incurred by food vendors, exhibitors or sponsors in default of this agreement.
18. Food Vendors must maintain cleanliness and neatness of their spaces at all times.
19. The USER will abide by all local, state, and federal health directives and CDC guidelines regarding COVID while utilizing the facility for their activities. Failure to abide by these health guidelines will result in the immediate removal of violators and, if violations continue, the revocation of permission for the use of Ventnor's facilities and premises by the transgressing contractor/vendor/permitted organization. The City of Ventnor its officials, employees, agents, and volunteers shall be indemnified and held harmless regarding any claim for damage, loss, or injury resulting from such violations.

I, the undersigned, agree to become part of the Ventnor City Concert Series/Sunset Cinema. I agree to comply with all rules, regulations, guidelines, terms, and agreements of the Ventnor City Concert Series/Sunset Cinema.

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

Date: _____

Name (PRINT):

agrees to release, indemnify, and hold harmless the **CITY OF VENTNOR**, and/or the Atlantic County Municipal Joint Insurance Fund, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the work herein or the use of municipal facilities which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) caused in whole or in part by **City of Ventnor** negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable.

Indemnification:

USER shall indemnify, save harmless and defend the MUNICIPALITY, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the MUNICIPALITY, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of USER's use of the named Facilities, including all suits or actions of every kind or description brought against the MUNICIPALITY, either individually or jointly with USER for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by USER, or through any negligence or alleged negligence in safeguarding the FACILITY(IES), participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the USER. The USER will abide by all local, state, and federal health directives and CDC guidelines regarding COVID while utilizing the facility for their activities. Failure to abide by these health guidelines will result in the immediate removal of violators and, if violations continue, the revocation of permission for the use of Ventnor's facilities and premises by the transgressing contractor/vendor/permitted organization. The City of Ventnor its officials, employees, agents, and volunteers shall be indemnified and held harmless regarding any claim for damage, loss, or injury resulting from such violations.

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By: _____

(Authorized Signature of the Individual / Group / Contractor)

Print Name: _____ Title: _____

Date: _____

Witness: _____ Title: _____

Date: _____

Instructions for Obtaining Insurance

In order to facilitate the purchase of special event insurance our municipality allows you to do so on-line by using your own credit card. You may obtain a quote without obligation to purchase by following the instructions below:

1. Visit the TULIP website at:
<https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx>
2. For the Venue Name: **Ventnor Facility Code is 4990-534.**
3. Follow the site's remaining instructions. When you have paid for the coverage using your credit card our municipality will automatically receive the proof of insurance we require.
4. In the event you need to cancel coverage you may do so up until the day prior to the event and you will receive a full refund of the premium paid.
5. If further assistance is required please call the TULIP help desk at 800-507-8414 Monday through Friday between 8:30 A.M. and 8:00 P.M. Eastern Time.

Business/Name: _____

Food _____ **Crafter** _____

Please check off which dates you will be attending:

Concerts		Sunset Cinema/Concert	
	Date:		Date:
	May 29		June 30
	June 5		July 28
	June 12		August 25
	June 19		
	June 26		
	July 3		
	July 4		
	July 10		
	July 17		
	July 24		
	July 31		
	August 7		
	August 14		
	August 21		
	August 28		
	September 4		

Rain dates are the next day on Sunday. If weather is still bad then on the following Friday.