



# Ventnor City HALLOWEEN FEST & PARADE

Saturday, October 22, 2022 - 10:00 a.m. to 4:00 p.m.

## VENDOR APPLICATION

Location: Newport Avenue, Beach block behind Library Building, Ventnor, NJ 08406

Applications Due No Later than: October 7, 2022

Mail Applications and Payment:

City of Ventnor, Office of Special Events, Attention: Halloween Fest & Parade  
6201 Atlantic Avenue – 2<sup>nd</sup> Floor, Ventnor City, NJ 08406

Name of Applicant: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

NJ State Tax ID: \_\_\_\_\_ # of spaces: \_\_\_\_\_

Type of Vendor & Fees (please check one): **fees are NON-REFUNDABLE**

**Category 1**

(Includes any type of craft or ware & pre-made/package food items)

\_\_\_ Ventnor Business: \$40 for a 10x10 space

\_\_\_ Non-Ventnor Business: \$75 for a 10x10 space

**Category 2**

(Includes foods primarily prepared on site & generally considered a meal) (two separate checks) (additional Fire application needed)

\_\_\_ Ventnor Restaurant-type meals: \$50 for a 20x10 space (\$50 + \$54 or Permit # \_\_\_\_\_)

\_\_\_ Non-Ventnor Restaurant-type meals: \$100 for a 20x10 space (\$100 + \$54 or Permit # \_\_\_\_\_)

**Category 3**

\_\_\_ Non-profit: \$25 for a 10x10 space

List all products / crafts / foods you intend to sell

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Check #: \_\_\_\_\_ Amount: \_\_\_\_\_

## Contract and Terms of Agreement:

1. The agreement allows vendors to display and/or sell their goods during the Halloween Fest & Parade. 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 20'x10' for food vendors and 10'x10' for crafters et al and should be properly secured. It is your responsibility to make sure they are secured.
5. Spots are 10ft or 20ft wide and will be preassigned. You will be emailed the week of the event with your space assignment, parking, and unloading instructions.
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. The event is from 10am to 4pm. You must stay the whole time and may not break down until the end of the show. If weather becomes a problem, vendor must obtain permission from a committee member to break down early. Crafters shall not leave space unattended during show hours. Set up begins at 8:00am and breakdown must be complete by 5pm.
9. Co-sponsors and organizers do not provide insurance. **All vendors are required to obtain their own insurance for day of event.** You may use the following: <https://gatherguard.com>
10. Vendors - must be in the designated space only. Sidewalks behind your space must be clear and left open.
11. Vendors must keep their space in good order, clean of litter, trash, and boxes. Space must be cleaned 100% after breakdown is complete.
12. Vendors may only park in a predesignated area. When unloading only one vehicle may be in staging area. As soon as everything is unloaded your vehicle must be moved to the parking area.
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 (additional applications for food vendors are required prior to event), and public safety while participating at the event.
15. All vendors must comply with the NJ Sales Tax Laws and all other applicable local, county, and state regulations. Vendors conducting sales must have a valid NJ Sales Tax Card available for display and are responsible to comply with all sales tax regulations for the charging, collection, and remittance of sales tax fees to the NJ Division of Taxation.
16. 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 Special Events 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.
17. 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. You may use the following: <https://gatherguard.com>
18. 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 Ventnor Block Party 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.
19. Food Vendors must always maintain cleanliness and neatness of their spaces.
20. Vendors must supply their own hand sanitizer and cleaning supplies and must abide by all COVID regulations.
21. **All vendor fees are NON-REFUNDABLE.** Should the City of Ventnor need to cancel this event due to circumstances beyond our control such as inclement weather, disasters, security issues, etc. no vendor will be refunded fees for the event. Fees paid will be held for a future event.

I, the undersigned, agree to become part of the Halloween Fest & Parade. I agree to comply with all rules, regulations, guidelines, terms, and agreements of this event.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**All checks made payable to: CITY OF VENTNOR**

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

(Individual / Group / Contractor)

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 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.

Description of Event: **CITY OF VENTNOR HALLOWEEN FEST & PARADE**

Location: **BEACH BLOCK NEWPORT AVENUE, BEHIND LIBRARY, VENTNOR NJ 08406**

Date(s): SATURDAY, October 22, 2022

By: \_\_\_\_\_

(Authorized Signature of the Individual / Group / Contractor)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_