



Somers Point Bayfest 2012
Childrens Activities Application
Terms of Agreement

Name of Organization: _____

Nature of Your Organization: _____

Adress: _____

Phone: _____

Email: _____

Tax Id: _____

Contact Person: _____

How Many (8ft) Tables and folding chairs are requested for your organization: _____

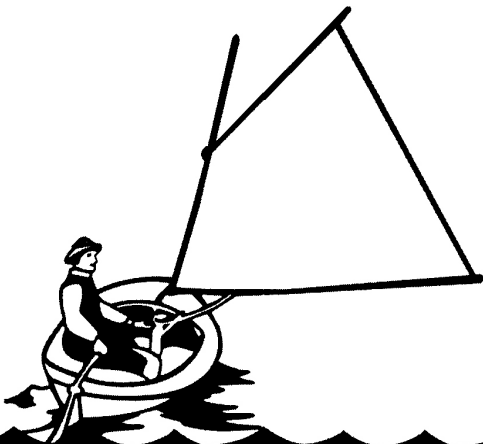
Please email your application to: pjkakes@aol.com or islandqueen@comcast.net

OR BY MAIL YOUR APPLICATION TO:

Muire Cosgrove

PO Box 697

Somers Point, NJ 08244



www.somerspointbayfest.org

FOOD VENDOR, EXHIBITOR AND SPONSOR GENERAL RULES AND REGULATIONS

Payment of sponsorship fee must be received by March 1, 2012. All space subject to availability. **Sponsorships received after March 1, 2012 are not guaranteed exhibit space or inclusion in Bayfest advertising.**

Food vendor, exhibitor and sponsor spaces are pre-assigned by the Bayfest Committee. Wherever possible, space assignments will be made by the Bayfest Committee in keeping with preferences of the individual. **The Bayfest Committee, however, reserves the right to make final determination of ALL space assignments in the best interest of the festival and reserves the right to reconfigure spaces.**

Spaces **ARE NOT TRANSFERABLE**. No food vendor, exhibitor or sponsor shall assign, subdivide or share exhibit space with any other organizations unless approval, in writing, has been obtained from the Bayfest Committee nor are they permitted to feature names or advertisements of non-sponsor business in their space display, except parent or subsidiary companies.

Food vendors, exhibitors and sponsors must participate the full day. Early break down is not permitted.

Sponsors will receive **ONE** vehicle permit for free parking at a pre-assigned lot. Sponsors must enter at the designated street entrance only and must have their **VEHICLE ACCESS PERMIT** displayed in the driver-side corner of the windshield. Only one vehicle per sponsor is allowed. Food vendors, exhibitors and all other sponsor volunteers can use the Bayfest free shuttle service available throughout the City of Somers Point or find parking at their own discretion. Do not block pedestrian traffic, sidewalks, residential walkways, emergency vehicle access or park in "no parking" posted sign areas.

All spaces are pre-assigned. Food vendors, exhibitors and sponsors are to report to the Bayfest site to be directed to their space(s). Configuring spaces to accommodate large displays items, for example automobiles, must be discussed and pre-approved by the Bayfest Committee. **The Bayfest Committee reserves the right to assign all spaces and all decisions are final.**

Set up times are from 7:00am to 8:30am, ONLY. All vehicles must be removed from Bay Ave. by 8:30am. Vehicles are not permitted on Bay Ave. during the Bayfest hours for any purpose. There will be no exceptions. No food vendor, exhibitor or sponsor is permitted to set up on Bay Ave. before 7:00am. Bay Ave. must be cleared completely by 5:45pm or vendor, exhibitor or sponsor are subject to a \$100.00 fine.

There is no rain date.

Food vendors, exhibitors 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 in Bayfest.

Posting of signs, distribution of literature and selling of items outside an exhibit booth **ARE NOT PERMITTED**. Food vendors, exhibitors and sponsors must stay within their allotted spaces. No merchandise storage outside of exhibit booth is allowed. Do not block pedestrian traffic, sidewalks, residential walkways and emergency vehicle access.

Food vendor and exhibitors must comply with the New Jersey Sales Tax Laws and all other applicable local, county and state regulations. Food vendors and exhibitors conducting sales must have a Valid New Jersey 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 New Jersey Division to Taxation. **To obtain New Jersey Sales**

Tax Card call the state: (609) 588-2200.

Food vendors, exhibitors and sponsors must maintain the cleanliness and neatness of the spaces at all times. They must provide standard 30-gallon trash bags and must place all their trash on the curb behind their space. All spaces must be and free of debris at the conclusion of Bayfest.

Food vendors are required to submit a refundable deposit check of \$100.00, in addition to their space cost. At the end of Bayfest, members of the Bayfest Committee will inspect all food vendor spaces to determine the cleanliness of the area. If the Bayfest Committee members determine the space is not cleaned properly, the Bayfest Committee WILL NOT return the deposit check.

All property of food vendors, exhibitors and sponsors remain under their custody and control in transit to and from the Bayfest site, while stored outside the Bayfest site and while within the confines of the Bayfest site. Neither the Bayfest Committee Members, contractors, nor any officers, staff members or assigns of the Bayfest Committee shall be responsible for the safety of the property of the food vendors, exhibitors and sponsors or from theft, damage by fire, accident, vandalism or other causes. It is recommended that they obtain adequate insurance coverage, at their expense, for property loss or damage and liability for personal injury.

Each food vendor, exhibitor and sponsor agrees that it will 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 Bayfest Committee, the City of Somers Point, NJ, and their agents or assigns, on account of injury or damage to person or property. The Bayfest 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.

The Bayfest Committee 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 Bayfest as a whole. This includes, but is not limited to, a food vendor, exhibitor or sponsor use of noise, flashing lights, objectionable method of operation or display. Use of so-called barkers or pitchman is strictly prohibited. Food vendors, exhibitors or sponsors in violation of the Bayfest rules and regulations will be in default of this agreement and will forfeit entry in the event and must vacate their space. The Bayfest Committee **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.

I, the undersigned, agree to become part of the Somers Point Bayfest. I agree to comply with all rules, regulations, guidelines, terms and agreements of the Somers Point Bayfest.

Signature: _____ Print Name: _____ Date: _____

Title: _____ Company: _____