

# LONG ISLAND PIRATE FESTIVAL

June 17 & 18, 2017  
Food Vendor (Novelty)

Please **PRINT** or **TYPE** the following:

Organization: \_\_\_\_\_

Primary Contact/Title: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

## General Information- Procedures and Rates

This document contains pertinent rules and regulations that govern the operations of the Long Island Pirate Festival located on the grounds of the Long Island Maritime Museum. We are extending invitations first to vendors who submit fully executed applications with required enclosures and payments by the **April 1<sup>st</sup>, 2017** deadline. Priorities for space will be reviewed based on past participation, date of receipt of fully executed application and type of product/item.

Subject to the Terms and Conditions and subsequent provisions and upon acceptance of this application by the Long Island Maritime Museum, hereinafter referred to as **Management**, the undersigned, hereinafter referred to as **Exhibitor**, agrees to lease from the Management exhibition space for the duration of the Pirate Festival.

Management strives to maintain a balance and diversity in quality vendor offerings, however product exclusivity is not guaranteed. Our goal is to keep standards high and promote a safe and successful festival. The policies and regulations set forth in this document are designed to maintain order and regulate activities on the Festival site. Regulations will be enforced.

The following application and agreement must be fully completed, signed and returned with the following enclosure in order to be considered for participation:

1. A photograph of the concession set-up and detailed description of products/items to be sold is required for vendors who have not previously participated in the Pirate Festival.
2. Detailed list of all proposed products/items sold identifying offerings and projected pricing for those offerings.
3. **\$350** vendor fee with a completed and signed application by **April 1<sup>st</sup>, 2017**.
4. Certificate of insurance name the **Long Island Maritime Museum AND Suffolk County**, separately, as additional insured. (Please refer to detailed requirements as listed under CONDITIONS)

## FESTIVAL TIMES

Participation is mandatory for both days of the Festival. All exhibits must be completely staffed and operating during the full hours and dates of the Festival as follows:

<b>Saturday June 17<sup>th</sup>, 2017</b>	<b>11:00 AM – 6:00 PM</b>
<b>Sunday June 18<sup>th</sup>, 2017</b>	<b>11:00 AM – 6:00 PM</b>

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## TERMS & CONDITIONS

**1. Exhibitor Placement:** All locations will be assigned by Management. While written location requests will be considered, placement will be at the sole discretion of Management.

**2. Parking:** Exhibitor/Concessionaire parking is provided in designated areas only. With the exception of specified set-up/load-in and break-down/load-out times, vehicles will not be permitted on event site.

**3. Items to be Sold:** A photograph of the concession set-up and detailed description of products/items to be sold are required with the application before the application can be approved. All items food vendor/concessionaire wishes to sell are subject to approval by Management. Any product not specified in the application will not be allowed at the Festival, unless permission is sought and given, in writing. Unapproved items will be removed from the concession stand by Management and failure to comply may result in not being asked back to the Festival in future years.

**4. Insurance Requirements:** Proof of the following insurance must be submitted to Management.

I. **General Liability:** Applicant must provide certificates of insurance for one million dollars (\$1,000,000) per occurrence in General Liability, listing both the **County of Suffolk AND the Long Island Maritime Museum** as Certificate Holder and Additionally insurance on separate certificates. Under Certification Holder please make sure to use the following two addresses: They **MUST** be listed on **SEPARATE** certificates.

**County of Suffolk**

C/O Department of Parks, Recreation and Conservation

P.O. Box 144

West Sayville, NY 11796

**Long Island Maritime Museum**

88 West Avenue

West Sayville, NY 11796

II. **Workers' Compensation:** Vendors with one or more employees must provide statutory New York State Workers' Compensation Insurance.

III. **Automobile Liability\*:** Not less than \$500,000 combined single limit of 500/500 split limit for vendors using a vehicle as part of their display or service (e.g. ice cream truck). *\*If items II and/or III do not apply the vendor must indicate on their General Liability Certificate or on a letterhead that he/she has no employees or vehicles.*

**5. Signage:** All signs and displays must be of a professionally produced nature. Prices of items must be displayed.

**6. Booth Presentation:** Concessionaires are required to keep a neat, presentable booth at all times. Empty boxes and trash will not be permitted around the booth.

**7. Licenses:** It is the sole responsibility of each exhibitor/concessionaire to obtain the applicable county and state licenses. You are required to file with the Suffolk County Health Department for a temporary food service permit and a copy of the application must be provided to Management. Food vendors should fully expect inspection of your operation during the Festival. Please also be advised that you will need to have a Certificate of Authority for sales tax collection.

**8. Rain Date/Cancellation:** The Pirate Festival is a rain-or-shine event. There is no guarantee rain-date and vendor fees are non-refundable.

**9. Electrical Requirements:** Electrical arrangements must be made prior to your arrival. Last minute changes will not be permitted. There is a \$75.00 fee for electrical hook-ups via Management supplied generators. *You must not supply your own generator unless expressly agreed upon, by Management, in writing.*

**10. Security:** Management will provide day and evening security, however concessionaire agrees to hold both the Long Island Maritime Museum and Suffolk County harmless for any injury, theft, or other loss that may occur to property or person during the load-in/set-up, event, break-down/load-out of the Festival.

**11. Strike:** Food/concessionaires are not to begin striking their display until Sunday at 6:00 PM. Exhibits must remain open until event closing, even if exhibitor is sold out.

**12. Equipment Removal & Clean-Up:** Food/concessionaires are responsible to remove all food items and equipment no later than 5:00 PM on Monday June 19<sup>th</sup>, 2017. A cleanup fee of \$500.00 will be assessed if property is not removed by the aforementioned time/date. Management will not be held responsible for the loss and/or damage to any merchandise or equipment left on the premises.

**GENERAL RELEASE AND ACCEPTANCE OF RULE-** I have read the show rules as described in the attached 2017 General Information and I agree to abide by said rules and payment schedules. I, the applicant, do expressly release the Long Island Maritime Museum and all employees and subcontractors from any and all liability for any damage, injury or loss to any person or goods which may arise from participation in the event. If this application is accepted, I give permission to use my name, images submitted and any photographs or videotape taken at the show of me or my items for advertising and publicity purposes. My signature indicates that I make this application in good faith and am ready, willing, and able to participate in the event. I understand that written notification into the event implies a contract with all duties and obligations incumbent therein.

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_