

# VENDOR INFORMATION & INSTRUCTIONS

Saturday, May 18th, 2024 • Memorial Plaza, Pleasantville, New York

# EVENT INFORMATION

Date: Saturday May 18, 2024

Event Hours of Operation: 10am–3pm

### Set-up Schedule

7:00am: Set-up begins

9:00am: Cars must be moved to an offsite location with no further vehicular access allowed to the vending area.

9:30am: Set-up complete & ready for operation

4:00pm: All vendors must be vacated

# **VENDOR INFORMATION**

#### **Vendor Space Description**

Small: 8' x 15' – Will accommodate a 6ft folding table Standard: 12' x 15'- Will accommodate a 10' X 10' pop-up tent Large: 16' x 15' – Will accommodate a 10' X 10' pop-up tent and side display

Additional Space: By special request, contact pvilleday@gmail.com All vendors and participants must set up in their assigned spaces, no exceptions.

#### **Food Vendors**

 Any participant selling food must register with the Westchester Board of Health contact at 914-864-7369. At the day of the event, you must display a Board of Health certificate for the Board of Health Inspector. If you do not have a certificate, the Board of Health will NOT allow you to sell and no refunds will be given.

#### Insurance

 Any participant selling products, providing a service, raffling items, handing out promotional/free merchandise or serving food must provide a certificate of insurance naming the Village of Pleasantville as Additional Insured and certificate holder. (See enclosed example)

#### Electricity

- Fee: \$50, based upon availability and not guaranteed.
- PRIORITY TO EVENT ORGANIZERS FOR RIDES AND FUNDRAISING
   CHARITIES.
- No generators allowed, except by prior permission and arrangement.

#### **Vendor Supplies**

- All vendors are responsible for bringing their own tents, tables and chairs, unless prior arrangements have been made.
- All vendor/market tents must be weighted down 25-30 lb. per leg. It is up to each vendor to supply the weights appropriate for their tent.

#### Vehicles

- Cars and trucks are not allowed in Memorial Plaza during Pleasantville Day. Vehicles may enter the plaza to drop tents and merchandise, but must be moved and parked in a long term parking spot by 9:00am.
- Parking available behind the Post Office and parking lots which will be indicated in your Letter of Acceptance.

#### PCTV

• All interested in promoting their organization should have a representative prepared to interview with PCTV. Interviews and footage will be shot at the vendor booths.

#### Demonstrations

 Demo shows (dances, karate) are limited to 20 minutes, start to finish including transition times, set-up and announcements, etc. and are to be performed and completed at scheduled times and places.

#### Sound Levels

• There is no playing of music, videos or any type of amplification, unless prior approval has been received from the Pleasantville Day Committee.

#### **General Policies**

- Vendor spaces/booths must be staffed at all times during operating hours.
- Craft activities targeted for children and entertainment must be free of charge; tip jars are not permitted except by prior arrangement for groups raising funds, and in those cases prices must be clearly posted.
- Pleasantville Volunteers will be readily available and easily identifiable with bright green "Pleasantville Day" shirts.
- Management reserves the right to revoke the right of any vendor, group
  or entertainer to participate in this or future Pleasantville Day
  celebrations if these rules and / or prior contract arrangements are not
  adhered to.

## STRICTLY PROHIBITED

• Sales or use of any kind of fireworks, sparklers, noisemakers, bang snaps, are strictly prohibited. Any vendor selling any of the products listed, will forfeit their space and vendor fees will not be refunded.

# FOR ADDITIONAL INFO

Contact Volunteer Katie <a href="mailto:pvilleday@gmail.com">pvilleday@gmail.com</a>



The Pleasantville Day Committee wants to create a fun and safe environment for all to enjoy. We welcome you and look forward to a great day in celebration of our amazing Village.



#### PLEASANTVILLE DAY IS SAT MAY 18<sup>th</sup>, 2024!

Applications are due April 19, 2024. Late Fee: An additional \$25 (April 20 – May 3, 2024) Vendor applications will not be accepted after

May 3, 2024. Your check and application will be mailed back.

Returning vendor
New vendor

# PLEASANTVILLE DAY VENDOR APPLICATION FORM

# Pleasantville Recreation Department

48 Marble Avenue • Pleasantville, New York 10570 • phone 914-769-7950 • fax 914-579-2106

# This is the application for participation as a vendor in Pleasantville Day 2024. Please complete and return the form below. Thank you!

#### **EVENT INFORMATION:**

Date: May 18, 2024 (*Rain or Shine – NO REFUNDS*) • Event Hours of Operation: 10am–3pm 7am: Set-up begins • 9am: Cars must be moved to an offsite location with no further vehicular access allowed to the vending area • 9:30am: Set-up complete & ready for operation

#### VENDOR SPACE AND FEES – See space descriptions in Vendor Instructions.

(Please check your selected type of space, a Pleasantville Chamber of Commerce memb (Retailers and non-for-profit)	and if you will need electricity): pers Small: \$20 Standard: \$30 Large: \$40
Non-Chamber of Commerce Not-for-Profit	Small: \$25 Standard: \$40 Large: \$50
Non-Chamber Business	Small: \$35 Standard: \$55 Large: \$70

Fees are waived for Pleasantville UFSD and Village-Organized Groups. Additional Space by request – See Questions and Info Contact Information.

**Electricity**: \$50, Based upon availability and not guaranteed. (*Priority to event organizers for rides and fundraising charities*)

NAME/CONTACT PERSON

BUSINESS/ORGANIZATION

EMAIL

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TELEPHONE

ADDRESS

Enclosed is a check for \$\_\_\_\_\_. Placement Requests:

What will your table offer? (i.e. display, arts & crafts, dunk tank, etc.) Use back of form, if needed (Answer Required)

Will there be any fees, tip jars or raffles at your table? If yes, please specify how much and for what? (Answer Required)

Indemnification and Hold Harmless Agreement: To the fullest extent permitted by law, Vendor will indemnify and hold harmless the Village of Pleasantville, it's officers, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Vendor, it's officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Vendor pursuant to any contract, Purchase Order and/or related Proceed Order. Vendor will defend and bear all costs of defending any actions or proceedings brought against the Village of Pleasantville, their officers, representatives, agents and employees, arising in any employee of the Vendor and shall not be limited in any way by an amount or type of damage, compensations, or benefits payable under any applicable workers' compensation, disability benefits or other similar employees benefit act. The Vendor hereby expressly permits the Village of Pleasantville to pursue and assert claims against the Vendor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

I agree to the above conditions and will be responsible for all my actions.

SIGNATURE

### NO VEHICLES ALLOWED IN MEMORIAL PLAZA AFTER 9AM

#### **REQUIRED**:

- SIGNED completed application
- Check payable to The Village of Pleasantville
- Certificate of Liability Insurance (if required) If any of the above items are missing, the entire application will be returned to the applicant.
- Food vendors must register with the Westchester County Board of Health: (914) 864-7369

FOR QUESTIONS AND INFO: Katie pvilleday@gmail.com

# **INSURANCE REQUIREMENTS BY THE VILLAGE OF PLEASANTVILLE**

- Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Vendor/Renter hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the Vendor/Renter's insurance policies, with the exception of worker's compensation. If the Vendor/Renter is self-insured, evidence of its status as a self-insured entity shall be provided to municipality. If requested, the Vendor/Renter must describe its financial condition and the self-insured funding mechanism.
- The policy naming the municipality as an additional insured shall:
- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation
- State that the organization's coverage shall be primary coverage for the Municipality, its Board, employees and volunteers
- The municipality shall be listed as an additional insured by using endorsement <u>CG 2010 10 85</u> or broader. The certificate must state that this endorsement is being used. If another endorseemnt is used, a copy shall be included with the Certificate of insurance.
- The Vendor/Renter agrees to indemnify the municipality for any applicable deductibles.
- Required Insurance.
- Vendor/Renter shall furnish a certificate of insurance prior to commencing work evidencing:

# **Commercial General Liability Insurance**

- Limits: \$1,000,000 per occurrence
  - \$3,000,000 General & Products/Completed Operations Aggregates
  - \$1,000,000 Personal/Advertising Injury Liability Limit
  - \$50,000 Fire Damage Legal Limit
  - \$10,000 Medical Expense Limit
  - General Aggregate to apply on a per project basis

# **Automobile Liability**

 \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles

# **Excess/Umbrella Insurance**

 \$5,000,000 each Occurrence and Aggregate depending on the type and size of the project

# Workers' Compensation and N.Y.S. Disability

Statutory Worker's Compensation Employer's Liability and N.Y.S. Disability Benefits Insurance for all employees - \$100/\$500/\$100

## **Owners Vendor/Renter Protective Insurance**

- \$1,000,000 per occurrence/\$2,000,000 aggregate, with the Village of Pleasantville as the named insured
- Vendor/Renter acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract. The Vendor/Renter is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the municipality to object to the contents of the certificate or the absences of same shall not be deemed a waiver of any and all rights held by the municipality.