



2021 VENDOR TERMS OF SERVICE

Festival Dates: August 14-15, 2021

By submitting the “2021 Vendor Application” Google form, you acknowledge that you have read this document and agree to the terms listed below.

1. A non-refundable registration booth fee is required for Vendor applicants. Booth fees are designated by tent space and vendor type (goods, food, beverage, games, etc.)
2. Payment can be made online or by check payable to NY Capital District Renaissance Festival, LLC and mailed to Daniel Bader, marketplace director, 1427 Wild Iris Lane Grayslake, IL, 60030.
3. Vendors are responsible for transportation, insurance, and sale of their own work, as well as providing a tent, table(s), costuming, etc. for themselves. Security may not be provided during the weekend of the Festival, therefore, The NY Capital District Renaissance Festival, LLC and Indian Ladder Farms assume no responsibility for loss or damage/injury to any work, display, or person. (On site camping arrangements must be made a minimum of 10 days prior to the Festival. Please inquire about camping permission with the Marketplace Director.)
4. If accepted as a Vendor, you must provide:
 - a. A current copy of your New York State sales tax certificate
 - b. A specific list of the items you will sell (the Festival reserves the right to approve all items sold at the festival).
 - c. A Certificate of Liability Insurance, and (See #5 if you need coverage)
 - d. If you are a food/beverage Vendor, all proper health permits and licenses must be acquired from the Albany County Department of Health, NYS, and/or Federal Government at least 1 month prior to August 7, 2021.

Certificate of Liability Insurance Information for Accepted Vendors:

The USER (Vendor) shall provide an original Certificate of Insurance showing evidence of the following minimum limits of insurance or as required by law, whichever is greater. **Said certificate must name exactly as follows:**

The NY Capital District Renaissance Festival, LLC

All insurance must be written with a New York State licensed insurance company. Certificate must be signed by an authorized representative of the insurance

company and indicate the event/reason for facilities usage on the Certificate AS WELL AS DATES, INCLUDING SET-UP AND TEAR DOWN.

- a. Comprehensive General Liability including contractual, with a minimum combined single limit per occurrence of \$1,000,000. If the general liability is from a policy of insurance commonly known as Business Owners Policy (BOP), the Certificate must indicate that the liability insurance provided under the BOP is primary for this event/purpose. **NO EXCEPTIONS**
 - b. If the USER is a corporation or business, and/or has employees, the Certificate of Insurance must include proof of Worker's Compensation.
 - c. If any other outside vendor is being used for the event, Certificates of Insurance for General Liability and Worker's Compensation (as in a & b) must be provided.
 - d. Use of alcoholic beverages and illegal drugs on the property is prohibited.
5. For Vendors who do not have their own liability coverage, you **MUST** notify NY Capital District Renaissance Festival, LLC immediately and sign the Liability Waiver.
 6. **COVID-19 Precautions:** Vendors are required to adhere to safety guidelines suggested by the Centers for Disease Control, Albany County Health Department, Town of New Scotland or Indian Ladder Farms. Additional precautions maybe required by festival organizers. If a festival representative decides these precautions are not being followed by a vendor, the festival reserves the right to terminate the vending agreement. Vendor will be asked to secure their vending booth and immediately leave the premises. Vendor will be required to return at the close of that day's festival to pack their booth. Vending fees will not be refunded.
 7. Accepted Vendors will be listed on our website, www.nycapitaldistrictrenfest.com and all social media platforms as soon as possible and practicable.
 8. Photography/Audio Release. I do hereby grant and convey unto The NY Capital District Renaissance Festival rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf of The NY Capital District Renaissance Festival, or made with its consent, during my participation in The NY Capital District Renaissance Festival and/or any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The NY Capital District Renaissance Festival, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
 9. If accepted as a Vendor, a confirmation email will be mailed out upon receipt of the total registration fee and other required documentation as outlined above. The Festival reserves the right to reassign booth space on an "as needed" basis. Booth location from prior years is not guaranteed. Vendors are responsible for dressing in costume that resembles the Renaissance Era. Vendors are not to be seen using electronic equipment that include but are not limited to cell phones, laptops, e-readers, tablets, etc, unless such device is used to facilitate credit card purchases or maintenance of food and beverage. Generators must be approved by Festival management no later than one week prior to set-

up. If generators are needed, then the Vendor must ensure that they are quiet (they must not make noise during any of the performances) and that the exhaust is properly maintained and will not adversely affect others in the area. Anyone found not dressed appropriately in costume may not be allowed to vend.

1. **REFUND DEADLINE** – July 9, 2021

Any vendor who cancels for whatever reason is entitled to a refund, IF the cancellation is prior to July 9, 2021 and IF we are able to fill that spot. After July 9, 2021– no refunds will be given and booth space for the following year must be reapplied for. If anyone is asked by the Festival to leave the premises, no refund will be given. If the Festival must be canceled due to serious weather conditions, then no refund will be given. **Subletting of space is NOT allowed.** Vendors may share a space, upon Festival approval, provided each Vendor has completed and signed an application. Booth set-up **MUST BE** within the confines of the designated space, no part of the booth display is allowed to extend into another Vendor’s booth or into an aisle. (Booth set-up begins at 12:00 p.m. on Friday. Booth tear-down ends by 10:00 p.m. on Sunday.)

9. The Festival reserves the right to ask any Vendor to leave if they violate these terms, or if their products do not appropriately adhere to the above-mentioned rules. The Festival will not be liable for any monies or damages incurred by exercising this right. **Please take note that anyone seen defacing or found to have defaced any Farm property will not be allowed to return and may face further charges.**

10. All Vendor booth fees cover the period from July 8, 2021 – December 31, 202. This fee includes a link to an email address or website and/or a social media site (i.e. Facebook page) on the online Vendor directory. Please make sure you include this email address, URL, and/or social media site with your contact information on the application. It is the Vendor’s responsibility to provide us with current or updated information.

11. **ELECTRICITY**

Electricity cannot be provided and is NOT a contractual element of your agreement with us. Neither the Festival nor the Farm guarantees, or charges a fee for, electric service. It may be available as a courtesy. If there is a problem with electric service in your booth we will do our best to remedy the situation, BUT we will not be held liable for any electrical supply problems.

12. This contract is contingent upon the approval of The Town of New Scotland in issuing a public assembly permit to the NY Capital District Renaissance Festival, LLC before July 30, 2021.

We will be updating our website and Facebook page with as much information as possible to keep you posted throughout the year. There are many challenges in presenting an event of this size. The Festival is a dynamic event and constantly changing, growing, and adapting. We look forward to meeting those challenges and continuing to work with you to present a wonderful show each and every June. We welcome your input. If you have an idea that you think we can

all benefit from, we would like to hear from you. Don't forget to "like" our Facebook page and spread the word on your own social media pages!

THANK YOU!