

WOODHAVEN



The "Woodhaven Street Fair"

Sunday, September 25th, 2022
Woodhaven Blvd to 80th Street, Jamaica Avenue

Organization/Business Name: _____

Contact Name: _____ Phone#: _____

Address: _____ Email: _____

NYS Sales #: _____ Non-Profit Organization EIN # _____

Items for sale, promotion or distribution: _____

Consumer Affairs Permit #: _____ Start Date _____ Exp. Date: _____

H15 (Temporary Food Service Establishment Permit): _____ Start Date _____ Exp. Date: _____

Vendor Registration Fee (Indicate # of spaces needed)

BOOTH INFORMATION 10x10 space	IF PAID BY 7/31/22	IF PAID BY 9/2/22	IF PAID ON: DAY OF FESTIVAL	NO. OF BOOTHS	TOTAL AMOUNT
Merchandise	\$150	\$250	\$450	X _____	= _____
Food	\$385	\$425	\$500	X _____	= _____

Multiple Booths: Together: _____ Separate: _____ Amount Enclosed: _____

*REQUESTED SPACES (E.G. CORNER SPACES) MAY HAVE AN EXTRA CHARGE

1. Your receipt, booth location and Woodhaven Street Festival permit will be mailed to you! (No Refunds)
2. All food vendors must obtain all applicable permits from NYC Health Department
3. All Vendors (who are selling) must have a NYS certificate of authority (also known as a NYS sales tax card)
4. All non-food vendors must also have a street fair vending permit from the NYC department of consumer affairs.

Please submit an application by no later than **July 31st** with either photographs/social media links/websites/portfolio of vendor information to Woodhavenbid@gmail.com. We will respond within one week of submission with an approval response. **Please note that businesses on Jamaica Avenue (Dexter Court to 100th Street) will have priority over outside vendors. Space is limited.**

For more information please contact us at our office at (929) 460-5808 or cell number (347) 520-8677 or via email at Woodhavenbid@gmail.com. Please make checks payable to the **Woodhaven Business Improvement District** - 89-07 Jamaica Avenue, Woodhaven, NY 11421

This agreement sets forth agreement between the Sponsor and Exhibitor as per font. No exception, change or other agreement is binding on the sponsor unless such is in writing and signed by a designated officer of these organizations. By signing this agreement, Exhibitor represents that it understands this agreement and has had the opportunity to consult counsel of its own choosing. If Exhibitor violates this agreement, Sponsor, in its discretion, may ask Exhibitor to leave the Festival before its close, and/or refuse permission to participate in future festivals held by the Sponsor.

1. Exhibitor space in the Festival is available in 10 foot units (i.e. 10 ft., 20 ft., 30 ft., etc.) Measured parallel to the curb. It extends 8 feet from the curb in street. Exhibitor may not exceed the designated space, even if the adjacent space is vacant. Exhibitor further agrees to store excess merchandise, empty carton, a trash or refuse generated by his/her activities within the limits of his/her designated space during the course of the Festival. If the Exhibitor wishes, refuse may be taken to designated collection areas at any point during the day.
2. Exhibitor must provide all equipment necessary to its activities, including proper provision for disposal of any trash generated by its activities during the day. Exhibitors who use any type of rack board, frame or other equipment taller than 6 feet, must inform the Sponsor, including a description of the device, when applying for entrance into the Festival. Sponsors receive the right to limit the use of such devices, and/or to position Exhibitors on the basis of such devices.
3. The Exhibitor agrees to be solely and completely responsible for restoration of the leased space to a state of cleanliness at least equal to the state in which he received it on the morning of the Festival. IF YOU DO NOT COMPLY YOU WILL NOT BE PERMITTED TO EXHIBIT IN FUTURE Festivals.
4. The Exhibitor may not make ANY use of Any lamp post, traffic or other signs, tree, fire hydrant, nor any building projection wall, fence or other architectural detail. The Exhibitor may not use any public trash receptacles as part of his exhibit. The use of ANY device to amplify sound (i.e. radios, bullhorns, etc.) is also prohibited.
5. The Exhibitor may have access to his designated space beginning at 10 a.m. on the day of the festival, unless exception to this rule is made by the Sponsor. Vehicles of Exhibitors may be on street until 9:30 am. for loading and unloading only. No vehicle will remain on Festival street during Festival.
6. Sponsor will provide a badge or other insignia and a permit for each Exhibitor. This identification must be displayed at the Exhibitor's space during the entire day of the Festival. Permit must be clearly displayed on the Booth.
7. Festival hours are from 12:00 p.m. to 6:00 p.m. Exhibitor is expected to be fully set up by the opening time, and FULLY removed from its space NO LATER THAN 6:45 p.m. Failure to observe this closing time may result in the Exhibitor being banned from future Festivals put on by this Sponsor
8. Exhibitor may not "sublet any portion of its space.
9. Sponsor fully cooperates with all relevant state and city government departments. Exhibitor is expected to do likewise by obtaining an Authorization to Collect Sales Tax from New York State and a Festival Vending Permit (valid for the appropriate date) from the New York City Department of Consumer Affairs. Sponsors acceptance of the application and fee of any Exhibitor in no way satisfies these requirements.
10. Payment of the Festival participation fees must be made with the application. Payment may be by check or money order made payable to Woodhaven Business Improvement District or Woodhaven BID (no 3rd party checks)
11. Sponsor reserves the right to position all exhibitors. Decisions will be based on the following priorities: Avenue Merchants, Members of the Sponsoring Organization, Avoidance competing stores/exhibitors, size/height of exhibitor's display, Participation in prior Festivals and Unique needs.
12. Sponsor shall not be liable for any failure to perform under the Agreement if such failure is caused by an act of God, fire, flood, RAIN, strike, labor dispute, riot, insurrection, governmental determination, war or any other cause beyond their control. Nothing herein contained shall require the Sponsors to take any action contrary to law or to any order or regulation of any government or governmental agency or office having jurisdiction, or contrary to any permit or authorization granted to the Sponsor by any government or governmental agency. In the event the Festival is canceled due to any of the above causes ANY AND ALL FEES PAID BY THE EXHIBITOR SHALL BE NON-REFUNDABLE AND THIS AGREEMENT SHALL BECOME TERMINATED.
13. Exhibitor agrees to pay, save and hold harmless the Sponsor from any claim, suit, demand, cause of action including the cost of defense and reasonable attorney fees, of any third party as a result of Exhibitor's activities or sale of products or services at this Festival. Exhibitor represents that it carries adequate insurance for damages to persons and property arising from its activities as an Exhibitor and will, upon demand, supply a copy to the Sponsor.
14. This contract shall be deemed valid upon the Sponsor's receipt of Festival Fees.
15. Sponsor reserves the right to limit or reject merchandise at their discretion. Sponsors will not allow merchandise or displays that they feel are not in keeping with a --Family Theme."
16. No alcoholic beverages will be permitted.
17. All sales must cease at 6 p.m.

I AGREE BY MY PARTICIPATION IN THIS FESTIVAL TO HOLD HARMLESS THE WOODHAVEN BUSINESS IMPROVEMENT DISTRICT AND ALL ASSOCIATED WITH THIS FESTIVAL HARMLESS FROM ANY LIABILITIES AND DAMAGES AS A RESULT OF MY INVOLVEMENT IN THIS FESTIVAL. ***VERY IMPORTANT*** ABSOLUTELY NO "SILLY STRINGS NOR "STINK BOMBS" NOR "HAIR COLORING SPRAY" NOR SIMILAR PRODUCTS WILL BE SOLD AT THIS FESTIVAL. ANY QUESTIONS CALL (929) 460-5808