

Rotary Club of Montgomery/Rocky Hill & Montgomery Business Association



Sunday, April 30, 2023 10am – 3pm

Skillman Park

Food Vendor Application:

Company Name: _____

Contact Name: _____ Title: _____

Street Address: _____

City, State, Zip: _____

Phone: _____ Event Day Phone: _____ Fax: _____

Email: _____

Website Address: _____

Special Requests: _____

Food Vendor/Truck

Food Vendor MBA Member 12x12 needed _____ @ \$250.00 (per space) \$ _____

Food Vendor Non-MBA Member 12x12 needed _____ @ \$300.00 (per space) \$ _____

Grand Total \$ _____

Please list your primary food items below.

1. Primary Food Item: _____
2. Primary Food Item: _____
3. Primary Food Item: _____

Please Make Checks Payable and Mail with Completed Application To:

**Rotary Club of Montgomery Rocky Hill
P.O. Box 333, Rocky Hill, NJ 08553**

I have read the rules, regulations and insurance requirements listed in this application and I understand and agree that I must comply with them.

Signature of Applicant: _____ Date: _____



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Vendor Application, Rules, Regulations & Important Information

This application, rules and regulations represent a significant part of the contract for exhibit space. The RWR/FunFest Committee reserves the right to render all decisions and interpretations thereon and to establish further regulations as may be deemed necessary for the overall success and wellbeing of the event.

VENDOR EXHIBIT SPACE: Food Vendor space is approximately 12' X 12'. • You may reserve additional spaces as needed. • You must supply your own tables, tents, chairs, and display units. • No water is provided. • Food Vendors are also required to bring two sets of ropes and stanchions with which to control customer lines. • All left over foodstuffs, grease and charcoals must be removed from the premises by you. • Participants are responsible for providing trash receptacles and clear bags for their own trash. **Do not dispose of these items in the park trash cans, sewers or along the grounds. Vendors who violate these rules will be fined and will not be permitted into future festivals.**

APPLICATION DEADLINE is April 5, 2023. • Vendor space is limited, available spaces are issued on a first-come basis, it is urged that you submit your application with payment today! • Space availability cannot be guaranteed (No refund will be made for any reason). • NO EXCEPTIONS

NOTIFICATION: The RWR/FunFest Committee reserves the right to deny any application that does not conform to these guidelines. Receipt of your application will be confirmed in writing. If this application is not accepted, your money will be returned. No refund will be made for any other reason. It is agreed that if the participant fails to comply in any respect with the terms of this agreement, RWR/FunFest shall have the right, without notice, to occupy, sell or offer for sale the exhibit space covered by this contract without any rebate or allowance whatsoever to the participant. Said participant shall be liable for any deficiency, loss or damage suffered by the event by reasons herein stated, and without in any way releasing said Participant from any liability whatsoever.

PERMITS: All participants shall be bound by all pertinent laws, codes and regulations of municipal and other authorities having jurisdiction over said event, and shall fulfill all municipal, state and federal requirements in connection with all sales.

Once you have been accepted, you **MUST CONTACT** both The Montgomery Township Fire and Montgomery Township Health Departments. This pertains to all vendors and food trucks that will be cooking with an open flame or flame-producing device during the event.

All vendors selling pre-packaged/prepared food items will be required to obtain a Temporary Retail Food License permit.

All permit applications **MUST** be submitted directly to the Township Departments by Friday, April 7th, 2023.

Fire Official: Roy Mondri (908) 359-8211

Please make sure you are in compliance with Montgomery Township Health Department Temporary Food Concession Guidelines.

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All vendors and food trucks will be required to bring and display the approved permit forms; non-compliance will forfeit your space and attendance without refund.

INSURANCE: All vendors, exhibitors and service providers must provide satisfactory evidence of comprehensive liability insurance with a minimum limit of liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage.

Vendors shall submit a certificate from an insurer authorized to do business and which is in good standing in the State of New Jersey, evidencing the above insurance coverage and an endorsement naming “the Somerset County Park Commission, the County of Somerset, Township of Montgomery, The Montgomery Business Association and The Rotary Club and Rotary Foundation of Montgomery-Rocky Hill; and their elected & appointed officials, officers, agents, employees and volunteers,” as additional insured.

SET UP/CLEAN UP: ALL SPACES ARE PRE-ASSIGNED. Location numbers and instructions will be emailed out prior to event. Set-up time is no earlier than 6:30 am and to conclude 9:00 am. Cars are allowed for drop-off only. Cars MUST be removed from the area immediately after unloading and PRIOR to booth setup. VEHICLES MUST BE REMOVED FROM EVENT SITE BY 9:30 am – NO EXCEPTIONS. **Participant may not assign their contract for exhibit space or permit to any other person to use part of such space.** Take down is at 3:15 pm. All participants agree to maintain their exhibit booth until the closing time of the event; to leave with all merchandise, boxes, debris, etc. and to keep exhibit area clean at all times. All participants are required to have appropriate trash collection capabilities and **are required to clean up their area after the event.**

MERCHANDISE: Participant may display and sell ONLY what he/she has listed on this contract, and that which was agreed upon by the sponsor. RWR/FunFest committee reserves the right to decline, prohibit or remove any participant which is deemed out of keeping with the character of the event, this reservation being all inclusive as to things, products, printed materials, conduct, smoke, noise, etc. • Participants wishing to insure goods must do so at their own expense. The RWR/FunFest assumes no responsibility for or guarantee to the safety of the properties of the participant, its agents and their employees from theft, damage from fire, accident or any other cause whatsoever, and the Participant expressly agrees to save and hold harmless SCPC and the County of Somerset, and their respective Officers, Directors, Employees, Licensees and Agents, Township of Montgomery, The Montgomery Business Association and The Rotary Club and Rotary Foundation of Montgomery-Rocky Hill, Montgomery FunFest, its management, agents, employees and specifically to attendees while within the Participant’s exhibit space or caused by the Participant’s display.

GAMES OF CHANCE: Games, Raffles or similar activities that are not free to participants are NOT permitted unless they are approved by the RWR/FunFest Committee.

RAIN DATE: Every effort will be made to have the fair. If weather causes the fair to be cancelled, there will be no rain date or refunds. Rotary of Montgomery Rocky Hill, Montgomery Business Association or RWR/FunFest will not be liable for the fulfillment of this contract as to the delivery of said exhibit space, if non-delivery is due to any of the following causes: insurrections, local or regional disturbances, strikes, fire, acts of God (inclement weather), or for any cause beyond their control. Rotary of Montgomery Rocky Hill, Montgomery Business



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Association or RWR/FunFest, in the event of not being able to hold the event for any of the above reasons, will not reimburse participants.

Minimum Food Vendor INSURANCE requirements:

Commercial General Liability: Minimum of the following:

- Bodily Injury or Property Damage.....\$1,000,000 each occurrence
Personal & Advertising Injury.....\$1,000,000 each occurrence
Products Aggregate\$2,000,000
General Aggregate\$2,000,000
Medical Payments\$10,000

Business Automobile Liability:

Automobile Liability Insurance written with a minimum Combined Single Limit of \$1,000,000 and shall include coverage for all of the following:

- A. Owned Autos
B. Non-Owned Autos
C. Hired Autos

Workers' Compensation:

Workers' Compensation Insurance shall be obtained and include

- A. Coverage A limits - Statutory
B. Coverage B limits –
Bodily Injury by Accident \$500,000 Each Accident
Bodily Injury by Disease \$500,000 Each Employee
Bodily Injury by Disease \$500,000 Policy Limit

I have read the above rules, regulations and insurance requirements listed in this application and I understand and agree that I must comply with them.

Signature of Applicant: _____ Date: _____

We look forward to seeing you at RWR/FunFest—Thank You!

EXHIBIT C

AGREEMENT TO INDEMNIFY AND HOLD HARMLESS RUN WITH ROTARY AND FUNFEST

To the fullest extent permitted by law, _____ shall indemnify and hold harmless **the SOMERSET COUNTY PARK COMMISSION and the COUNTY OF SOMERSET**, and their respective Officers, Officials, Directors, Employees, Representatives, Designees and Agents, (“Indemnified Parties”), from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys’ fees, consequential damages and punitive damages), arising out of or resulting from, and/or alleged to have arisen out of and/or alleged to have resulted from a special event identified as **the Run with Rotary and FunFest occurring in Skillman Park, Montgomery Township, New Jersey on April 30, 2023 and all aspects of such prior to April 30, 2023 and subsequent to April 30, 2023 related to the special event identified**, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; but only to the extent attributable to the above, _____, or any entity for which it is legally responsible.

Witness or Attest

Dated: _____