

CNY Irish Festival Vendor Guidelines & Regulations

MKJ Farm, Deansboro, New York

I. General Rules

- VENDOR acknowledges and agrees that they are not an agent of the Central New York (further known as CNY) IRISH FESTIVAL. CNY IRISH FESTIVAL and VENDOR are fully independent and non-affiliated entities and nothing in these regulations shall be construed to constitute the relationship between VENDOR and CNY IRISH FESTIVAL as a partnership, association, or joint venture.
- VENDOR is solely responsible for complying with all federal, state and local laws, including, but not limited to, tax laws.
- VENDOR agrees to comply with any applicable health, safety and/or fire rules and regulations.
- No provision contained in these regulations may be changed, modified, or altered except by an instrument approved, in writing, by CNY IRISH FESTIVAL.
- No discrimination for reasons of race, religion, sex, age or country of national origin shall be permitted or authorized by VENDOR.
- CNY IRISH FESTIVAL is the sole and exclusive owner of all rights, title and interest in and to the CNY IRISH FESTIVAL logo. No VENDOR is permitted to use the CNY IRISH FESTIVAL logo without specific written approval.
- Nothing in this document shall be interpreted to confer any exclusive rights including, but not limited, the exclusive right to sell any individual product or service. CNY IRISH FESTIVAL reserves the right to sell any product and/or have more than one VENDOR selling the same or similar products or services.
- VENDORS and its staff, employees, volunteers, contractors, and agents shall leave the FESTIVAL grounds in the condition in which it was

provided. This means that VENDORS shall not damage the facilities, buildings, trees, pavement, and other property located on the FESTIVAL grounds within the MKJ Farm property.

- VENDOR will provide their own trash cans and bags. Trash will be picked up and disposed of by the CNY Irish Festival staff and volunteers.
- VENDOR acknowledges that they have NO right to privacy while on FESTIVAL grounds. CNY IRISH FESTIVAL reserves the right to inspect, at any time and without cause, any vehicle, tent, area or space (to specifically include all items, packages, etc.) on FESTIVAL grounds.

II. Approval of Vendors

- All VENDORS must be pre-approved.
- No VENDOR may assign, delegate, share or transfer their right and/or ability to participate in the FESTIVAL without prior written approval from CNY Irish FESTIVAL.
- VENDOR acknowledges that CNY IRISH FESTIVAL makes no representations and/or warranties regarding anticipated sales or sales opportunities.

III. Approval of Products

- CNY IRISH FESTIVAL shall have final approval over all products sold.
- VENDORS shall have no right to sell any product at the exclusion of other VENDORS or CNY Irish Festival who wish to provide the same or similar products.
- Any food VENDORS wishing to sell items other than food must have pre-approval.
- CNY IRISH FESTIVAL will reserve the right to set limits on the the price of water and soft drinks sold by FOOD VENDORS.
- No vendor may sell alcohol.

IV. Set-up/Tear-down

- VENDOR must be open for service during the following:
 - i. Friday: 4:00pm-10:00pm
 - ii. Saturday: 11am-10:00pm
- VENDOR set-up is:
 - Friday from 8am-3:30pm

- Vehicles must be out of the FESTIVAL grounds by 3:30pm on Friday.
- Upon arrival, VENDOR is required to check-in with FESTIVAL staff before set-up. If you set up without checking in, be prepared to move if necessary.
- Tear down is Saturday night at the close of the FESTIVAL. There is no security overnight Saturday to Sunday.
- VENDOR is responsible for supplying their tables and chairs.
- All tents must be properly weighted down as soon as they go up.
- The week prior to the FESTIVAL, VENDOR will receive a map indicating their site location. The FESTIVAL map changes each year and previous locations are NOT guaranteed.
- CNY IRISH FESTIVAL, in its sole discretion, shall determine the VENDOR location and may reassign vending locations at any time before and/or during the FESTIVAL.
- VENDOR shall accept vending locations as is.
- VENDORS and/or their staff are solely responsible for the storage of all items and/or products. CNY IRISH FESTIVAL is NOT responsible for any items and/or products left unattended or unsecured at any time, including, but not limited, to set-up, tear-down, suspension of operations or evacuation.
- VENDOR is NOT allowed to set up, sell, or promote outside of their assigned areas.
- CNY IRISH FESTIVAL, in its sole discretion, shall have final approval for all signs, menu boards, or other advertising materials displayed at the FESTIVAL. In addition, CNY IRISH FESTIVAL reserves the right to request the removal of any sign or banner if, in CNY IRISH FESTIVAL's sole discretion, the sign or banner contains illegal, misleading, or other offensive content that is deemed inappropriate and/or not conducive to the family atmosphere of the FESTIVAL. Banners must be attached securely to the tent or other structure.
- VENDOR will not leave trash in any walkways or other areas that FESTIVAL guests will use.

V. Vendor Parking and Vehicle Access

- Each VENDOR will get ONE parking pass per vending location for a designated area near the FESTIVAL grounds. Additional parking is the responsibility of the VENDOR.
- VENDOR IS responsible for damages caused by it and its staff, employees, volunteers, contractors, or agents.
- VENDOR must notify and/or make arrangements with CNY IRISH FESTIVAL staff for any deliveries of equipment or food.
- If an unauthorized vehicle is found in violation, the owner will be asked to remove it immediately. Failure to remove a vehicle will result in vehicle being towed.

VI. Utility Connections

- Overnight power will be provided on **Friday night only**.
- CNY Irish Festival electricians will provide access to electrical power on FESTIVAL grounds. Any equipment that is to be used at these events is subject to an electrical inspection by the electricians working at the event. If this equipment is in an unsatisfactory condition (unsafe or incorrectly wired) this equipment will be disconnected or not hooked up at all. This call is made by the festival electricians and because of safety regulations is not negotiable.
- Electrical services are provided solely for the convenience of VENDOR without warranty and/or representations. VENDOR specifically acknowledges and agrees that CNY IRISH FESTIVAL shall have no liability for any claims whatsoever relating to the provision of electrical power or for any failure to provide electrical power.

VII. Food Vendors

- All FOOD VENDORS must provide CNY IRISH FESTIVAL proof of commercial general liability insurance on an "occurrence" basis with liability limits in the amounts of \$1,000,000.00 per occurrence covering personal injury, bodily injury and property damage; list as additional

insured the CNY Irish Festival and MKJ Farm.

- VENDORS shall provide CNY IRISH FESTIVAL with proof of such coverage by **July 1, 2022**.
- VENDORS not providing proof of insurance by the deadline may not be allowed to participate.
- VENDOR is also responsible for obtaining Certificates of Insurance for any and all subcontractors hired by VENDOR. Additionally, VENDORS have an ongoing duty to notify CNY IRISH FESTIVAL of any changes to its insurance coverage up to and through the end of the FESTIVAL.
- FOOD VENDORS must be in compliance with regulations set forth by the ONEIDA COUNTY BOARD OF HEALTH.
- FOOD VENDORS need to supply their own fire extinguishers. If deep frying is to be used then a “K” type extinguisher must also be on site.
- FOOD VENDORS must post food prices at the front of their areas in a manner visible to patrons of the FESTIVAL.
- Food VENDORS shall notify CNY IRISH FESTIVAL of its planned food offerings no later than 4 weeks prior to festival.
- All food vendors accept that there is not water source available for their use.

VIII. Conduct

- The FESTIVAL is intended to have a family atmosphere and to be appropriate for all attendees. As such, VENDOR and/or its employees, staff, volunteer, contractor or agent shall be prohibited from engaging in any conduct, action, gestures or language that would be inappropriate in such a setting.
- CNY IRISH FESTIVAL reserves the right to request removal of items including pictures, posters, billboards, merchandise and other items used, worn or sold by VENDOR and/or its employees, staff, volunteer, contractor or agent if, in CNY IRISH FESTIVAL'S sole discretion, the material is not appropriate and/or conducive to the family atmosphere of the FESTIVAL or violates any rules and/or regulations of the CNY IRISH FESTIVAL.

- Any VENDOR not in compliance with FESTIVAL regulations, will receive one warning from a FESTIVAL representative and will have one hour to remedy any problem and/or violation of these regulations or any rules imposed by CNY IRISH FESTIVAL.
- If the problem or violation is not corrected in a timely manner, the VENDOR will be asked to vacate FESTIVAL grounds. Any VENDOR asked to vacate FESTIVAL grounds will not be accepted into the FESTIVAL the following year.
- Notwithstanding the foregoing, a VENDOR may be immediately removed/ejected from FESTIVAL grounds if they cause any situation or condition that may expose CNY IRISH FESTIVAL, its officials, employees, volunteers, residents, or guests to any property damage, bodily injury, death, or civil strife of any kind. Any VENDOR removed/ejected from FESTIVAL grounds will not be accepted into the FESTIVAL the following year.
- VENDORS and its staff, employees, volunteers, contractors, and agents are prohibited from bringing toxic, poisonous or hazardous substances onto the FESTIVAL grounds. CNY IRISH FESTIVAL, in its sole discretion, shall determine what constitutes a toxic, poisonous or hazardous substance.

IX. Cancellation/Suspension of Operation or Evacuation

- Cancellations by VENDORS occurring after **July 1, 2022**, CNY IRISH FESTIVAL may, at their sole discretion, refund any rent fees.
- CNY IRISH FESTIVAL, in its sole discretion, may suspend FESTIVAL operations or order an evacuation in the event of a weather related situation or any situation that may expose any official, employee, volunteer, resident, or guest to any property damage, bodily injury, death, or civil strife of any kind. In the event that CNY IRISH FESTIVAL temporarily suspends FESTIVAL operations, VENDORS agree to the following:
 - i. VENDOR and its employees, staff, volunteers, agents, contractors shall immediately discontinue sales of products and leave the FESTIVAL grounds. Those remaining on Festival grounds assume all liability for personal injury or damage to property resulting from remaining on FESTIVAL grounds.
 - ii. CNY IRISH FESTIVAL will not provide a refund, nor will CNY IRISH FESTIVAL be responsible for a diminution or loss in revenue, due to a

suspension in operation, cancellation or closure.

Terms & Conditions —

I have read and will abide by the **Vendor Guidelines & Regulations**.

Vendor:

Date:

Space Size for Merchandise Vendors:

Up to 10x20 = \$300

Food Vendors =

\$300

Payments can be mailed to the following:

CNY Irish Festival

3872 New Street

Clinton, New York 13323