

2024 Boots on the Bay Food Truck and Music Festival

Borough of Seaside Park Recreation Department

Ocean County St. Patrick's Day Parade Committee

Vendor Application and Terms

Event Dates: July 20, 2024 (Rain Date Sunday July 21) **APPLICATION DUE JULY 6, 2024**

Event Hours: 3pm to 8pm (Set up 12:00pm to 2:00pm)

Location: J Street Marina Lawn, Seaside Park, NJ 08752

Fees:

Non-Food Vendor, Per 10' x 10' Space - \$125.00

Food Truck, up to 10' x 20' Space - \$250.00

Vendor Information

Company/Booth Name:

Items Sold:

Contact Name:

Street Address:

City, State, Zip: _____

Cell #: _____ Email: _____

	Location Size	Rates Per Location	Total
Non-Food Vendor	10x10	\$125	
Food Truck	Up to 10x20	\$250	
Total Amount due to Borough of Seaside Park:			
Checks can be made payable to the Borough of Seaside Park			

Vendor Rules & Regulations

PLEASE READ THE FOLLOWING CAREFULLY

1. Vendors must agree to sell items during the hours specific to scheduled day of the event (July 20)
2. Vendors must agree to NOT break down early unless given permission from the Recreation Director.
3. Vendors must ensure their areas are cleaned up before leaving the site.
4. Vendors are solely responsible for all required permits . (Health Department, **Fire Dept** etc.)
5. Borough provides space(s) only- All equipment such as tables, chairs, canopies, extsion cords, etc must be provided by the vendor. No electricity or water will be provided.
6. Vendors must agree to set up in the space(s) assigned to them – ***NO EXCEPTIONS OR SPECIAL REQUESTS***
7. ***NO APPLICATIONS WILL BE ACCEPTED THE DAY OF THE FESTIVAL.***
8. No spots will be held without payment.
9. Any vendor showing up the day of the event without a prepaid application will not be granted access to participate.
10. ***Applications received after July 6th will be surcharged \$50. ALL FEES ARE NON-REFUNDABLE.***
11. Weather is beyond our control, the festival may proceed during inclement weather and the Borough reserves the right to designate a rain date as late as the morning of the Festival.
12. ***Vendors must agree that the Borough (Recreation Department) reserves the right to limit the number of vendors, spaces per vendor, types of vendors (and product), and vendor space locations.***
13. ***Vendor disputes will NOT be tolerated and will result in immediate PERMANENT expulsion from the market without a refund of fees.***

I understand and agree to comply with the following terms and conditions. I will be opened during all hours of the event and not break down early. I will offer the sale of only the items indicated above. Fees are **non-refundable**. I will follow times and all market rules & regulations. I will not set up my market more than 1 hour prior to the market start time. I understand failure to attend may result in my space (s) sold. Failure to provide a complete application may delay processing and/or denial of the application. The Borough of Seaside Park reserves the right to limit the number of vendors, spaces per vendor, types of vendors, and vendor space locations. Spaces will be set by a first-come basis on the market's start date. Spaces will be set by a first-come basis on the market's start date. Failure to comply with the above rules and regulations may result in a **non-refundable** expulsion from the market. I understand no vendor may block or park in front of the 9/11 clock.

Signature Date: _____ Date: _____

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (MUST BE NOTARIZED BELOW IN BLANK SPACE)

BETWEEN **BOROUGH OF SEASIDE PARK**, a municipal corporation of the State of New Jersey, having offices at 1701 North Ocean Avenue, Seaside Park, NJ 08752 AND

Outside Organization utilizing Municipal Property or Facilities

Address (Post Office Box is not acceptable)

Organization Type (individual(s), Partnership, Corporation (Profit), Corporation (Not-for-Profit), Association, Limited Liability Company, Club, Public Entity)

In consideration of the use of municipal property or facilities in May, June, July, Aug 2024 (see above for dates) the undersigned Outside Organization agrees to indemnify and hold harmless the Borough of Seaside Park, its officers, agents, and/or employees from any and all liability, claims, costs, including reasonable attorney's fees, arising out of the use of municipal property or facilities by this Outside Organization. The undersigned understands and acknowledges that this hold harmless and indemnification agreement requires that Seaside Park be indemnified from any losses or damages resulting from the acts or omissions from any guest, participant, visitor, or other person attending the event referred to in this agreement. This hold harmless and indemnification agreement shall also pertain to any claims due to Seaside Park's negligence. The undersigned further agrees to release any claim that they may now have or have in the future against Seaside Park relating to the use of municipal property or facilities, including claims due to Seaside Park's negligence. The undersigned further agrees to furnish Seaside Park with a Certificate of Insurance naming the Borough of Seaside Park as an insured party. The Certificate of Insurance must evidence the provision of general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000 single incident/\$2,000,000 aggregate.

In order to induce Seaside Park to accept this hold harmless and indemnification agreement, the following information concerning the intended use of municipal property or facilities is provided:

- a. The purpose of the event is: _____
- b. The total number of persons anticipated to attend this event is: _____
- c. Alcoholic beverages (will) or (will not) be served: _____
- d. Live entertainment (will) or (will not) be provided: _____
- e. Other: _____

This agreement has been signed on this ____ day of _____, 20____ by an authorized person of the Outside Organization sponsoring this event.

Witness:

(Please Print Name)

Name of Outside Organization

Authorized Signature

INSURANCE DISCLOSURE STATEMENT

The Outside Organization acknowledges that Seaside Park has disclosed that it does not maintain any regular or special insurance coverage for any Outside Organization (individual(s), partnership, corporation (profit), corporation (not for profit), association, Limited Liability Company, club, public entity, or similar entity) using municipal property or facilities. Seaside Park's authorization to an Outside Organization to use its public property or facilities is merely an accommodation to the Outside Organization. The Outside Organization acknowledges that Seaside Park does not maintain any regular or special insurance coverage relating to the event to be held by the Outside organization. The individual signing this agreement agrees to make all participants in the event aware of this disclosure.

Application Checklist:

_____ **Application:** Filled out in its entirety
_____ **Certificate of Liability Insurance:** bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000 single incident/\$2,000,000 aggregates valid from the start date of June 26 2024 through September 6, 2024.

_____ **Certificate Holder box:** Borough of Seaside Park
1701 North Ocean Avenue
Seaside Park, New Jersey 08752

_____ **Vendor Hold Harmless / Insurance Agreement**

_____ **NJ Business Registration Certificate**

_____ **Payment-** Payable by Cash or Check ONLY.

_____ **Remit:** Borough of Seaside Park
1701 North Ocean Avenue Seaside Park, New Jersey 08752

List each person (s) representing your business with dates.

- Full Name: _____
Relationship to business or business owner: _____
Contact number for market days: _____
- Full Name: _____
Relationship to business or business owner: _____
Contact number for market days: _____
- Full Name: _____
Relationship to business or business owner: _____
Contact number for market days: _____
- Full Name: _____
Relationship to business or business owner: _____
Contact number for market days: _____

Farmer's Market Operation

The Borough of Seaside Park is responsible for the orderly operation of the Farmer's Market. All questions and issues are to be directed to the Borough of Seaside Park. **Disputes between vendors will not be tolerated at the site and may result in non-refundable eviction.** The Borough of Seaside Park reserves the right to evict any vendor that does not cooperate.

Borough Code and Local Ordinances

The Borough of Seaside Park prohibits any person to smoke on any Borough Recreation grounds. The Borough of Seaside Park prohibits any person to litter, make unsightly, damage, destroy or disfigure said recreation area or any public or private property thereat. The Borough of Seaside Park prohibits the use of any loud, profane or indecent language.

Display

Tables displaying produce and market items will be set up so that no seller blocks or limits the view or access of consumers and must stay within the boundaries of designated area. All prices must be listed and on display for consumers daily. The Borough of Seaside Park has the right to require any market item that does not comply with the Farmer's Market regulations to be removed. Spaces must be kept neat and orderly and all debris or remaining items are to be removed at the end of the market day. I, as a vendor/company/participant of the Seaside Park Farmers Market understand the rules and regulations listed above. I understand that any prepaid fees are non-refundable and failure to attend may result in my space or spaces being sold to another party. I understand the times outlined above and will follow all market rules and regulations each market day I attend. I understand that failure to provide current insurance with all information stated above will delay the processing of the application and may dismiss the application all together. I understand and respect that the Borough of Seaside Park reserves the right to (1) limit the number of vendors, (2) the number of spaces per vendor, and (3) the variety and types of vendors. I understand that failure to comply with the above rules and regulations may result in eviction and will not be refunded for any prepaid fee.

Vendor Signature

Date