

## **NJ Irish Festival Food Vendor Terms and Conditions**

By submitting my application to the NJ Irish Festival, I acknowledge and agree to comply with the following terms and conditions:

- A. I will comply with all representations of my application and with all the conditions as set forth here. I further agree that if I do not comply with such representations or conditions, nor meet all requirements, I may not be allowed to operate the day of the festival and I would forfeit all entry fees.
- B. I will provide a certificate of insurance representing minimum coverage of \$1,000,000 general liability; lists the vendor name on the application as the insured; names The Garden State Irish Festival Foundation Inc., Monmouth Park Racetrack & BAM Management as certificate holders; and indicates coverage in effect on the date of the Festival.
- C. I understand and agree that if all required documentation including complete application, processed payment and certificate of insurance is not received by the due date noted on the Festival website and in the application, my application will be considered as withdrawn and any application fees forfeited.
- D. I understand and agree that it is my responsibility to obtain required permits from the Monmouth County Health Department and the Borough of Oceanport, and if applicable, a fire permit from the State of New Jersey, and that officials from these agencies may inspect my set-up and products on the day of the Festival. I further understand and agree that I must comply with any conditions imposed by these officials and failure to do so or failure to receive clearance from these officials will result in my removal from the Festival and forfeit of any application fees paid.
- E. I understand that the application fee is non-refundable after April 30 and that if my application is withdrawn for any reason after that date my fee may be forfeited.
- F. I understand that no vendors will have exclusivity and other competing vendor's products and services will be allowed. The Festival will make every effort to not place vendors with identical products or services next to one another for the benefit of all.
- G. I will use my best effort to present high quality products and services and to cooperate with Festival organization in assuring the NJ Irish Festival will be the best possible.
- H. I will not sell any type of beverage as I understand that all beverages at the NJ Irish Festival shall be sold exclusively by Monmouth Park Racetrack.
- I. I will supply my own tables and setups along with all necessary equipment and chairs for my products. I understand that I may bring my own tent(s), each of which shall not exceed 10'x10' for the vendor area.
- J. I agree that I or my designee(s) will remain on location from 10:00 am - 7:00 pm.
- K. I understand that security will be provided at the Festival and every effort will be made to keep the grounds secure and your product and equipment safe. NJ Irish Festival is not

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responsible for any theft, damage, etc., that may occur during the Festival and all related Festival activities at the grounds.

- L. I agree to pay for all damages that may have been caused as a result of the operation of my booth, sales of my products, or of any of my other actions at the NJ Irish Festival. I further agree to store my products, merchandise and/or art at my own risk without exception or limitations.
- M. I will leave my space as I found it, properly disposing of trash and all waste products within the components made available by the NJ Irish Festival, and removing all my equipment in a timely manner at the conclusion of the Festival. I agree to pay for any expenses that the NJ Irish Festival may have incurred as a result of my not fully cooperating with the Festival organizers.
- N. I understand and agree that should an Act of God, Terrorism, Mother Nature, and/or Community Disaster occur, NJ Irish Festival staff will make all decisions regarding the Festival based on safety first. NJ Irish Festival cannot accept the risk of disaster for everyone. Each participant and vendor accepts the risk of his or her entry fee. There will be NO REFUNDS. The money paid is spent developing the event. The NJ Irish Festival does not save money if I do not participate in the event. The NJ Irish Festival has ordered and is liable for every supply, rental, and services needed for the event, regardless of the outcome. These costs include but are not limited to paying for marketing, entertainment, permits, event staff, office and administration costs incurred throughout the year.
- O. Waiver of Liability and Hold Harmless Agreement for Garden State Irish Festival Foundation Inc., Monmouth Park Racetrack & BAM Management

In consideration for receiving permission to participate in The NJ Irish Festival on June 12, 2016, I hereby RELEASE, WAIVE DISCHARGE AND COVENANT NOT TO SUE The Garden State Irish Festival Foundation Inc., Monmouth Park Racetrack & BAM Management. it's officers, agents, servants, directors, representatives, volunteers or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

- i. I am fully aware of the unusual risks involved and hazards connected with this, including but not limited to travel risks. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that

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may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

- ii. I further here by AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
- iii. I understand that Garden State Irish Festival Foundation, Inc. does not maintain any insurance policy, covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.
- iv. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless agreement shall be construed in accordance with the laws of the State of New Jersey.

### **IN SUBMITTING MY VENDOR APPLICATION FOR THE 2016 NJ IRISH FESTIVAL, I ACKNOWLEDGE AND REPRESENT THAT**

- I have read the foregoing Terms and Conditions, Waiver of Liability and Hold Harmless Agreement, understand them and agree to them voluntarily as my own free act and deed;
- no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made;
- I am at least eighteen (18) years of age and fully competent;
- and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.