## **City of Ventnor - Vendor Application**

**Events:** Summer Beach Jam, Sunset at Ski Beach, National Night Out, & Independence Celebration

Registration & Fee: https://ventnor.recdesk.com/Community/Home

## Fee is per each event date:

Crafter: \$25; Food Vendor: up to 10x10 \$50; larger than 10x10 \$75; Non-profit: \$15

<u>Set up time:</u> begins @ 3:30 p.m. (Vendors who are not onsite by 4:00 p.m. will not be allowed access to the event) (Crafters you may start selling once you are set up Food Vendors with Open Flame, generators and/or propane fuel will be inspected at every event.) You may start prepping prior to inspection. <u>Inspection starts at 4:30 p.m.</u> All Mobile Food Vendors <u>MUST</u> apply and pay for a Type-1 Permit <u>PRIOR</u> to the event. This is an additional fee of \$54.00 and is good for the entire Season.

For first time food truck vendors, you must call to schedule an appointment for your truck or trailer, Lt. lannuzzelli 609-823-7942 or 609-437-2306, at least 5 days prior to your planned event attendance. Inspections will be performed at Ventnor City Fire House, Station 1, 20 N. New Haven Ave, Ventnor 08406.

NO ON-SITE FIRST TIME INSPECTIONS AND/OR ON-SITE EVENT DATE REPAIRS WILL BE PERMITTED

## Applications or Questions:

City of Ventnor, Office of Special Events, Attention: Event Vendors 6201 Atlantic Avenue – 2<sup>nd</sup> Floor, Ventnor City, NJ 08406, or email to: OEM@Police.VentnorCity.org or oemventnor@gmail.com

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Contact Person:			
Name of Business:	·		
Cell Phone:		ail:	
Type of Vendor:	Crafter	Food	Space size requested:
FIRE PERMIT # (FOR	OPEN FLAME COC	OKING)	Generator and/or propane fuel? Y N
List foods / crafts th	nat will be sold: _		

## **Contract and Terms of Agreement:**

THIS APPLICATION IS NOT AN OFFER OR GUARANTEE OF A SPACE. THE CITY RESERVES THE RIGHT TO SELECT THE VENDORS FOR EACH EVENT. SPACE ASSIGNMENTS AND SELECTIONS ARE AT THE DISCRETION OF THE CITY, WITH THE SUCCESS OF ALL VENDORS AND THE EVENT AS THE TOP PRIORITY. THE CITY SEEKS TO PROVIDE A VARIETY OF OPTIONS FOR THE EVENT. ALL APPLICATIONS RECEIVED PRIOR TO THE DUE DATE WILL BE CONSIDERED. IN THE EVENT THERE ARE MORE VENDORS THAN SPACES AVAILABLE, THE CITY RESERVES THE RIGHT TO CHOOSE WHICH VENDOR WILL ATTEND THAT EVENT. IN MAKING THAT SELECTION, THE CITY WILL CONSIDER PRIOR EXPERIENCE WITH THE EVENT AND PRODUCT OFFERED. ALL OTHER FACTORS BEING EQUAL, A LOTTERY SYSTEM WILL BE UTILIZED TO DETERMINE THE VENDOR. APPLICATIONS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.

- 1. The agreement allows vendors to display and/or sell their goods during the event. By signing the application and contract you agree to the terms of agreement listed below.
- 2. The City of Ventnor City and co-sponsors will not be held responsible for any injury or loss that may arise or come to the lessee of his/her property for any cause while said person or property is on display, or during arrival or departure.
- 3. Crafters Non manufactured products may be sold. All crafts must be original and the work of the exhibitor.
- 4. You must supply your own tent, tables, and chairs. Tents should be no larger than 20'x10' for food vendors and 10'x10' for crafters et al, and should be properly secured. It is your responsibility to make sure they are secured.
- 5. There will be no sharing of space. Each vendor must be registered separately. Registrations are non-transferrable.
- 6. Only approved food vendors can sell or distribute food of any kind.
- 7. The event is from 5pm to 9pm (times subject to change). You <u>MUST</u> stay the whole time and may not break down until the end of the show. If weather becomes a problem, vendor must obtain permission from a committee member to break down early. Crafters shall not leave space unattended during show hours.
- 8. Co-sponsors and organizers do not provide insurance. <u>All vendors are required to obtain their own insurance for day of event.</u> You may use the following: <a href="https://gatherguard.com">https://gatherguard.com</a>
- 9. Vendors must be in the designated space only. Sidewalks/areas behind your space must be clear and left open.
- 10. Vendors must keep their space in good order, clean of litter, trash, and boxes. Space must be cleaned 100% after breakdown is complete.
- 11. Vendors may only park in a predesignated area. When unloading only one vehicle may be in staging area. As soon as everything is unloaded your vehicle must be moved to the designated parking area.
- 12. Vendors agree not to create separate social media events for the event. The City of Ventnor, Ventnor City Special Events will create an event on their Facebook page. Feel free to share that event with your followers and post on the event page.
- 13. All vendors and sponsors are charged with the knowledge of and compliance with all local, county, and state laws, ordinances and regulations pertaining to health, fire prevention, and public safety while participating at the event.
- 14. All vendors must comply with the NJ Sales Tax Laws and all other applicable local, county, and state regulations. Vendors conducting sales must have a valid NJ Sales Tax Card available for display and are responsible to comply with all sales tax regulations for the charging, collection, and remittance of sales tax fees to the NJ Division of Taxation.
- 15. All property of vendors and sponsors remain under their custody and control in transit to and from space, while during the event and while in confines of the event site. Neither the special events committee members, volunteers, or City of Ventnor shall be responsible for the safety of property of vendors and sponsors from theft, damage by fire, accident, vandalism or other causes. All vendors and sponsors must have adequate insurance coverage (\$1,000,000 of general liability) at their expense, for property loss or damage and liability for personal injury.
- 16. Each vendor or sponsor must indemnify and hold harmless of, from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgment's recovered from or asserted, together with all costs in connection with the defense thereto, including attorney's fees, against the City of Ventnor City, NJ, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers on account of injury or damage to a person or property. The special events Committee shall not be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, weather, acts of God, public enemy riot, civil commotion, or other insurable casualty and food vendors, exhibitors and sponsors expressly waive any claim of liability against the other party hereto with respect to such loss or damage. Accordingly, it shall be the responsibility of the food vendor, exhibitor, and sponsor, respectively, to secure insurance or otherwise protect itself and its property against such loss or damage. All vendors or sponsors must provide a Certificate of Insurance from their insurance company. If you do not have required insurance, you must obtain a Certificate of Insurance. You may use the following: https://gatherguard.com
- 17. The City of Ventnor reserves the right to restrict the operation or evict completely any food vendor, exhibitor, or sponsor which, in its sole opinion, detracts from the general character of the event as a whole. Sponsors and vendors in violation will be in default of this agreement and will forfeit entry in the event and must vacate their space. The City of Ventnor SHALL NOT BE responsible for the remuneration of any fees or any expenses incurred by food vendors, exhibitors or sponsors in default of this agreement.
- 18. Food Vendors must maintain cleanliness and neatness of their spaces at all times.
- 19. Vendors must supply their own hand sanitizer and cleaning supplies and must abide by all COVID regulations.
- 20. Vendor FEES are non-refundable. If the event is cancelled due to weather, then fees can be transferred to the following event or a credit will be given in your recdesk account.

Signature:	
Print Name:	
Title:	
Company:	
Date:	