#### Hamburg Day August 25th, 2024

Presented By: Hamburg Recreation Commission

Location: Hamburg Recreation Fields – 60 Gingerbread Castle Rd

Date: Sunday, August 25th, 2024

No Rain Date

Time: 12:00 noon - 4:00 pm Actual Event

Setup: 9:00 am - 11:00 am Vendor Displays till 4:00 pm (NO early breakdown; MUST unload car and move to designated parking area before any set up is to begin)

Facilities: Field - Vendors supply their own Tables/Chairs/Tents. Tablecloths are required.

Payment: \$25.00 for a 10X10 spot. (Food Truck requires 2 spots)

Checks Payable to: Hamburg Recreation

Check payment dueAugust 15th 2024 Cash only after August 20th, 2024

## \*\*Non-profit no charge\*\*

Mail to: Hamburg Recreation Suzette Villagomez 16 Wallkill Ave Hamburg, NJ 07419

Questions: Email: recreation@hamburgnj.org

#### THE UNDERSIGNED VENDOR AGREES TO THE CONTRACT TERMS AS STATED:

- Hamburg Recreation Commission & the Borough of Hamburg are not liable for any loss or damage and will not be responsible for any personal injury to the vendor, his/her associates and/or merchandise. The Vendor hereby agrees to indemnity, hold harmless and defend the above named entities and the Borough of Hamburg from any acts or omissions to act of the vendor, its employees, agents, and assigns. Please include a Certificate of Insurance with your application with a minimum of \$300,000.00 bodily injury / death; \$50,000.00 property insurance; and naming the Borough of Hamburg as additionally insured.
- Vendors are responsible for any damage they may cause while participating in the days' events.
- The vendor area will be clean and orderly upon departure.

- Hamburg reserves the right to restrict the sale or display of any items or services or causes that have not been previously approved by the Commission. NO glow products, silly string, poppers, snappers, bow & arrows, or guns are allowed.
- Upon being accepted you will receive an email confirmation. By signing this contract you are aware that these rules will also have to be followed for the safety of everyone.
- Only one home based business (Ex: Avon, Mary Kay etc.) will be accepted and accepted on a first come first serve basis.
- ALL rules must be followed or you may be asked to leave.
- Termination of this agreement by the undersigned vendor results in the sponsor retaining all of the vendor payment. There will be NO refunds. Payments described will be retained as liquidated damages. All tax liabilities and permits are the sole responsibility of the vendor.
- Check payments are due by 8.15.2024. Cash sales ONLY after 8.20.2024

#### FOOD VENDORS ONLY

- All FOOD vendors MUST contact Sussex County Health Department and a Food Vendor application must be submitted to the Sussex County Board of Health. The application can be found on our website www.hamburgnj.org Please then go to the Recreation page.
- All approved Food vendors applications must be in to the Borough of Hamburg by 8.20.2024.
- Please complete the forms below and send payment with PAGE 3 & 4 to Hamburg Borough.

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# **Borough of Hamburg**

# **Vendor Application**

For Hamburg Day

Name:			
Current Address:			
Phone Number:	Cell Number:	Email:	
Driver's License Number:			
Business Name:	Business Phone Number:		
Business Address:			
Brief description of nature of business, pro	perty to be sold and/or services to be	rendered:	
Dates for license:			
Has the applicant been convicted of any cr Yes No If yes, describe the nature of the offense an	* *	violation of any borough ordinance?	
If vehicle is to be used, please describe:			
Make:	Model:	Year:	
Plate Number:	Color:		
# of Spots: X \$25.00 =			
Non Profit YES	] No		
If Yes Please Supply Certificat	tes .		
(Signature of A	oplicant)	(Date)	

## Hold Harmless Agreement & Insurance Requirements

For use of Borough of Hamburg properties or facilities

Type of Organization (circle one):

For and in consideration of the use/rent of Hamburg Recreation Fields, Hamburg, NJ. On the following date, **8.25.2024** no rain date for the purpose of: Hamburg Day, the undersigned agrees to Indemnify and agents, and employees, and/or volunteer workers, the Borough of Hamburg, its officials, Hamburg Day, Hamburg Recreation Commission and employees and/or volunteer workers, from any and all injuries, damages, liability, claims, costs and attorneys fees arising out of the use of said premises or property referenced, including any losses or damages arising from the acts or omissions of any family member, agent, vendor, guest, participant, visitor, employee, servant or other person attending or working the event herein referred to.

This Agreement shall remain in full force and effect for any continued, additional, or postponed date(s) for the event indicated.

The Borough of Hamburg, its officials, Hamburg Day, Hamburg Recreation Commission and employees and/or volunteer workers, reserves the right to cancel or interrupt the event if the representations set forth herein and on application, or guidelines for use of said property are not adhered too or if the Borough of Hamburg or its' officials determines that a situation that might lead to personal injury, property damage or violation of law exists.

Individual	LLC Partnership	Non-Profit Corporation	Public Entity
Name of Indiv	ridual or Organization		
Position			
Telephone # _			
Address (not I	PO Box)		
V			
Authorized Si		Date	

\*\*Please include a Certificate of Insurance with your application\*\*

(please see terms on page one)