

Lansing Community Council

Lansing Town Hall | 29 Auburn Road Lansing, NY 14882

Tel: 607- 533 - 4567

Email: LCC@Lansingstar.com



On behalf of the Lansing Community Council, we would like to extend an invitation to you to join us for the spectacular Lansing Harbor Festival, planned for August 23, 2008 to be held at Myers Park in Lansing from 10am – 8pm.

Last year we were delighted to feature 50 vendors and hope that you will choose to join us for a super day with food, games, arts, crafts, music and much, much more. We will be offering the option of tents, tables and chairs should you need them. The fee for setting up (10' x 10' space) for profit organizations will be \$50.00; for non-profit organizations, \$25.00. Additionally, we will have under cover space available for an additional \$25.00 and should you require tables and chairs, they will be available as well for a fee of \$18.00 for an 8' table and two chairs. All spaces will be on a first come, first serve basis. Payment is due at time of reservation and this will be non-refundable.

Booth spaces will be filled on a first come, first served basis. Booth space will be confirmed upon receipt of completed application and payment in full. Checks should be made payable to The United Way, with "Lansing Harbor Festival" noted on the memo line. For reservations and information, email us at LCC@LansingStar.com or leave a phone message at 533-4567.

All proceeds will be used to cover the costs of the festival, provide seed money for next year's event and channeled into Lansing community programs. For more details, visit www.LansingHarborFest.org.

Best Regards - we look forward to hearing from you!

Don Kantor
Ed LaVigne
Barb White
Lansing Community Council

PLEASE MAKE CHECKS PAYABLE TO THE "UNITED WAY" W/NOTE IN MEMO "LANSING HARBOR FESTIVAL". MAIL CHECKS TO: The Lansing Community Council, Lansing Town Hall, 29 Auburn Road, Lansing, NY 14882.

**Lansing Harbor Festival 2008
Vendor Application**

Name _____

Business Name _____

Mailing Address _____

Phone (Day/Evening/Cell) _____

E-Mail _____ **Website** _____

Please check appropriate boxes:

Non-Profit ___ **For-Profit** ___ **Food Vendor** ___ **Business** ___ **Craft** ___

Type of Business or cuisine - Please Describe: _____

Insurance _____

***Please note: all vendors must provide Proof of insurance.**

<i>Booth Prices</i>	<i>Amount</i>	<i>Total</i>
Non-Profit 10' x 10' \$25.00	_____	_____
For-Profit 10' x 10' \$50.00	_____	_____
Under Cover \$25.00	_____	_____
8ft table and 2 chairs \$18.00	_____	_____
Electricity \$20.00	_____	_____

Please list equipment that will use electricity including

Required amps: _____

_____ **TOTAL:** _____

LANSING HARBOR FESTIVAL VENDOR APPLICATION, cont'd

Booth spaces will be filled on first come, first served basis. Booth space will be confirmed upon receipt of completed application fee and payment in full. **Please note: in order to keep costs down, all fees are non-refundable. Initials:_____.**

AGREEMENT

As an Exhibitor, I agree to comply with the rules and regulations of the Lansing Harbor Festival (the Festival herein being the "Event"), including, but not limited to the following:

1. Booth space, size, location, and items sold and displayed, are subject to the approval and inspection of the designated Administrator of the Lansing Harbor Festival (the "Administrator"), whose decisions shall be final and binding, without recourse.
2. All laws, rules and regulations of, or pertaining to, Myers Park shall apply and be strictly observed by each Exhibitor.
3. The Lansing Harbor Festival Committee (and all affiliated therewith, including, but not limited to, the Lansing Community Council, Inc., the Town of Lansing, and the Administrator (all herein, the "Sponsor")) HAS AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE EVENT, THE SUITABILITY OF THE EVENT FOR ANY PURPOSE, OR THE AVAILABILITY OR BEHAVIOR OF CUSTOMERS OR PATRONS OF THE EVENT.
4. The Sponsor shall not be liable to any exhibitor for any loss, damage, or expense of any kind or nature, including, but not limited to interruption of services, loss of use, or any loss of business or profits, howsoever caused. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE SPONSOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO EXHIBITOR OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE EVENT. Exhibitor shall obtain and maintain such insurance as is needed (i) to protect its interests in goods, (ii) to protect it from liability, and (iii) to fully cover its obligations hereunder. Each such policy shall name the Sponsor as an additional insured
5. Exhibitor hereby represents and warrants that it is not designated as an individual or entity that has been determined to have committed, or poses a significant risk of committing, acts of terrorism that threaten the security of U.S. nationals or the national security, foreign policy, or economy of the U.S., which would violate the Executive Order 13224, and that it shall not violate the said Executive Order nor transact any business with any person or entity listed or named on the SDN list (www.treas.gov/offices/enforcement/ofac/sdn).
6. Exhibitor shall indemnify and hold Sponsor harmless to the fullest extent permitted by law from and against all claims, losses, liabilities, damages, judgments, suits, legal and administrative proceedings, and any and all costs and expenses (including attorneys' fees) arising out of or in any manner connected with the Event, including, without limitation, (i) claims for injury to or death of persons and for damage to property, (ii) claims relating to patent, copyright, or trademark infringement, and (iii) claims relating to latent or other defects in real property or improvements thereupon, whether or not discoverable by Sponsor. Exhibitor hereby waives, individually and on behalf of its insurer(s), any and all claims or rights of subrogation against Sponsor.
7. Sponsor's failure at any time to require strict performance by Exhibitor shall not waive or diminish Sponsor's right thereafter to demand strict compliance. A waiver of any default shall not waive any other default.
8. Any and all claims or causes of action, whether in law, equity, admiralty, or otherwise, accruing, arising, or assertable against the Sponsor shall be commenced within 180 days

of the Event. Exhibitor expressly acknowledges and agrees that this contractual limitations period shall apply to all matters and claims, irrespective of any statutory provision to the contrary.

9. If any provision hereof is held invalid or unenforceable, such invalidity shall not affect the validity or operation of any other provision, and such invalid provision shall be reformed to the minimum extent required to bring it into compliance with applicable law, or to otherwise make such provision enforceable. If such reformation is not possible, then such provision shall be severed from this agreement, and the remainder hereof shall remain in force and effect.
10. There shall be no diminution, abatement or refund of any fees paid to the Sponsor for (i) any interruption, loss of, or failure to provide any services, (ii) any act of God, or (iii) other event reasonably outside the control of the Sponsor.
11. In no event shall the liability of Sponsor exceed the sum of \$1,000.00, inclusive of costs, disbursements, and awards for attorneys' fees.
12. This agreement is binding upon and inures to the benefit of the heirs, assigns, successors of the Sponsor and the Exhibitor.
13. Exhibitor is a contractee of Sponsor, and is and shall not be or be deemed an employee, tenant, licensee, or joint-venturer of or with Sponsor. Exhibitor is solely responsible for its own employees, volunteers and helpers, and Exhibitor is solely responsible for taxes of any type or nature arising from or in relation to the Event.
14. This Agreement constitutes the entire understanding of the parties, revokes and supersedes all prior discussions, negotiations, and agreements between the parties, and is intended as a final expression of their Agreement. The parties shall not be bound by any agent's or employee's representation, promise, or inducement not set forth in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of or acquiescence in a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement, even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

Signature _____ **Date** _____

Representative, Lansing Harbor Festival

_____ **Date** _____

WE EXPECT YOU TO BE PRESENT THROUGHOUT THE ENTIRE HARBORFEST FROM 10:00 A.M. TO 8:00 P.M. ON SATURDAY, AUGUST 23, 2008. THANK YOU.