

**THE MEDIEVAL FESTIVAL
AT FORT TRYON PARK - 2009**

**Washington Heights and Inwood
Development Corporation**

Phone: (212) 795-1600

57 Wadsworth Avenue

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New York, New York 10033

NON-FOOD RETURNING VENDOR APPLICATION

FEE: \$175 (\$225 If postmarked after September 4th, 2009)

**INSURANCE: \$50 ADDITIONAL INSURANCE FEE NEEDS TO BE ADDED TO ABOVE FEE
UNLESS VENDOR SENDS US A COPY OF AN "ACORD"-TYPE INSURANCE CERTIFICATE
NAMING: WHIDC – 57 WADSWORTH AVE. NY, NY 10033 AND NYC DEPT. OF PARKS AND
RECREATION – THE ARSENAL, CENTRAL PARK NY, NY 10065 AS ADDITIONAL
INSUREDS.**

This application is subject to review and will not be considered unless each item is fully completed and accompanied by payment in full. Any bounced checks will be assessed an additional fee of \$30.00.

Date: Sunday, Oct 4th, 2009 from 11:30 AM to 6:00 PM

Rain date : Sunday, Oct 11th , 2009

VENDOR NAME (as it should appear in Program) _____

CONTACT PERSON: _____

ADDRESS _____ CITY _____

STATE _____ ZIP CODE _____ EMAIL _____

PHONE DAYS _____ EVES _____ FAX _____

PAYMENT: Checks should be made payable to: WASHINGTON HEIGHTS & INWOOD DEVELOPMENT CORPORATION (or WHIDC). All payments made under this contract are non-refundable, whether the Festival is held as scheduled or on the rain date, unless the Medieval Festival is cancelled.

MEDIEVAL THEME: Booths should be made to look MEDIEVAL as accurately as possible. All vendors MUST wear medieval (no pirates, aliens, jeans, t-shirts, or cowboys) costumes. Festival coordinators reserve the right to move or remove booths of non-complying vendors and to not invite vendors back in the future.

PROGRAM: In six words or less describe your goods or services as they should appear in the Program:

EXACT DESCRIPTION & PRICE RANGE OF MERCHANDISE. List below all items which will be sold or distributed at the Festival (subject to approval by WHIDC). Use additional pages, if needed. All exhibits, merchandise and food/drink must be Medieval in nature, theme or style. Due to complaints last year, **all weapons and armor must be medieval in origin and style; no “fantasy” or science-fiction weapons are allowed.** No items may be added/deleted at the Festival without advance approval by the Festival Producer. All vendors must wear Medieval costume.

DESCRIPTION of BOOTH/TENT (materials, size etc.): _____

Enclosed on sides/back: Yes () No () Specific Location Preference _____

****SPACE ASSIGNMENTS WILL BE GIVEN CONSIDERATION IN THE ORDER THAT THE CHECKS AND APPLICATIONS ARE RECEIVED!****

Circle Other Requests: Power, Overhead Clearance, Pavement or Grass, (Producer will try to accommodate your requests)

SPACE: This agreement entitles you to one 12 ‘ x 12’ Vendor’s space as assigned by the Washington Heights & Inwood Development Corporation (WHIDC) and may not be changed without WHIDC’s permission. Additional fees may be required if space is larger than 12’ x 12’. Vendors may not subcontract to other individuals or businesses to sell, offer or display, additional products or services, nor shall Vendors substitute items or services listed above without our express advance consent. Vendors must occupy assigned spaces only and must confine their activities and all merchandise, equipment, case or packing materials within marked boundary lines.

DISPLAYS & CLEAN-UP: Vendors must supply their booth, equipment, containers, tables, chair, display, any water or ice required, or anything else required to function. Set up begins at 7:00 AM on the day of the Festival. Display must be attended at all times during selling hours and vendors must be ready for customers no later than 10:30 A.M. Display must be in good taste, kept tidy, and all modern equipment, packaging, etc. must be kept out of public sight. Vendors are responsible for maintenance and clean up of space during and upon conclusion of Festival and for keeping space free from any conditions which might be dangerous to persons coming into the Park. Vendors must provide their own trash bags and are responsible for removal and disposal of same and for complying with applicable NYC recycling law.

PARKING: No vehicles will be permitted on the Festival Grounds between 10:30 AM and 6:00 PM. Unauthorized vehicles will be towed away at the owner's expense. Upon arrival at the Festival, each vendor will receive one parking permit which will be valid for parking one vehicle off-site. But for exceptional circumstances, all parking will be assigned off-site. Additional permits may be issued only by advance request of the Festival Producer, by phone, and with justification.

PRESENCE OF ANIMALS: The presence of any animal or bird is prohibited unless written approval by Producer is secured in advance. This is a liability issue.

LIMITS OF LIABILITY: In consideration of the privilege of attending the Festival, and payment of the application fee which is below the actual prorated costs of the Festival, the applicant, on behalf of its respective relatives, heirs, assigns, executors and administrators (collectively the applicant) hereby permanently and irrevocably waives any and all actions, claims, demands, suits and proceedings of any kind and nature against WHDC as producer and co-presenter of the Festival, and against the City of New York Department of Parks and Recreation, as co-presenter of the Festival and their respective officers, directors, representatives, agents, consultants or employees, affiliates, predecessors, successors in interest and assigns (collectively the sponsors) arising out of direct or indirect action of any kind or nature, whether now known or hereafter discovered, and the applicant, by its signature hereon, forever releases and discharges the sponsors from any losses, liabilities, damages, costs or expenses (including without limitation, reasonable attorneys' fees) (collectively "losses") with respect thereto. The applicant further agrees that it will indemnify, defend, save and hold harmless the sponsors from any losses sustained by them which directly or indirectly result from or arise out of any action or failure of action by the applicant.

VIOLATIONS: Any applicant who violates any of the terms and conditions of this application may lose the privilege of participating in the Festival, without refund.

RAINDATE: In the event of continuous and torrential downpour on the day of the Festival, or any other circumstances beyond the control of the Producer (to be determined by 10:30 AM & is the sole discretion of the Producer), the Festival shall be postponed and this application shall apply in its entirety to the raindate, October 11th, 2009.

Signature below constitutes agreement by the undersigned to abide by all terms, conditions and regulations set forth in this application. **Please initial each page.**

AGREED: _____ DATE: _____

APPLICANT NAME (PRINT): _____

DRIVER'S NAME ON FESTIVAL DAY (FOR ONE VEHICLE) _____

for office use only AR _____ DR _____ S _____ P _____