

**2010 GREATER DANBURY IRISH FESTIVAL**

THE ANCIENT ORDER OF HIBERNIANS, INC &  
THE GREATER DANBURY IRISH CLTURAL CENTER

1301 VILLAGE SQUARE  
DANBURY, CT, 06810

**MERCHANDISE VENDOR CONTRACT**

UPON ACCEPTANCE BY THE ANCIENT ORDER OF HIBERNIANS, INC & THE GREATER DANBURY IRISH CLTURAL CENTER, REFERRED TO AS “**SPONSOR**”, THE UNDERSIGNED, REFERRED TO AS “**VENDOR**”, AGREES TO USE THE VENDING SPACE FOR THE DURATION OF **THE 2010 GREATER DANBURY IRISH FESTIVAL** SUBJECT TO THE ATTACHED TERMS AND CONDITIONS THAT FORM AN INTEGRAL PART OF THIS APPLICATION AND CONTRACT.

**ALL CONTRACTS WILL BE PROCESSED ON A FIRST COME FIRST SERVED BASIS.**

PLEASE **PRINT OR TYPE**:

VENDOR CONTACT PERSON \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE ( WORK ) \_\_\_\_\_ ( HOME ) \_\_\_\_\_ ( FAX ) \_\_\_\_\_

E MAIL \_\_\_\_\_ WEB SITE \_\_\_\_\_

TAX ID NUMBER \_\_\_\_\_

EMERGENCY CONTACT AND PHONE \_\_\_\_\_

PLEASE INCLUDE MAKE, MODEL, YEAR AND MARKER NUMBER OF ANY VEHICLE NEEDED TO STORE OR DELIVER SUPPLIES TO YOUR BOOTH.

\_\_\_\_\_

EXPLAIN TYPE OF SALE ITEMS WHICH WILL BE AVAILABLE IN YOUR BOOTH.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PLEASE READ AND COMPLETE THE ACCOMPANYING TERMS AND CONDITIONS AND SIGN THE LAST PAGE. THIS CONTRACT IS NOT BINDING ON SPONSOR AND VENDOR TILL THE SPONSOR SIGNS AND RETURNS APPROVED AND ACCEPTED CONTRACT TO VENDOR.**

# 2010 GREATER DANBURY IRISH FESTIVAL

## TERMS AND CONDITIONS

1. **DATE OF EVENT:** FRIDAY, SEPTEMBER 24, 2010  
SATURDAY, SEPTEMBER 25, 2010  
SUNDAY, SEPTEMBER 26, 2010
2. **LOCATION :** IVES CENTER FOR THE PERFORMING ARTS, DANBURY, CONNECTICUT
3. **WEATHER:** THE FESTIVAL WILL BE HELD RAIN OR SHINE. MAKE PLANS IN THE EVENT OF INCLEMENT WEATHER. BE PREPARED FOR ALMOST ANYTHING. THERE IS NO RAIN DATE.
4. **VENDOR HOURS :** ALL BOOTHS MUST BE OPEN AND ATTENDED BY VENDOR DURING THE FOLLOWING HOURS.  
FRIDAY 5:00 PM TO 10:00 PM  
SATURDAY 11:00 AM TO 10:00 PM  
SUNDAY 11:00 AM TO 7:00 PM
5. **BOOTH SET-UP :** BOOTHS MAY BE SETUP BY VENDOR DURING THE FOLLOWING HOURS.  
FRIDAY 1:00 PM TO 5:00 PM
6. **BOOTH INSPECTION:** ALL VENDORS WILL BE INSPECTED BY SPONSOR EACH OF THE FESTIVAL DAYS, STARTING ONE HOUR BEFORE START OF FESTIVAL
7. **BOOTH RENTAL / VENDOR FEES :** SPONSOR AGREES TO PROVIDE VENDOR WITH A SPACE THAT MAY NOT BE ASSIGNED OR PARTITIONED AND MAY BE SOLELY USED BY THE VENDOR WHOSE NAME APPEARS ON THIS APPLICATION THAT MEASURE TEN FEET BY TEN FEET ( 10' X 10 ' ) ALONG WITH 2 TABLES AND 2 CHAIRS FOR WHICH THE VENDOR AGREES TO PAY SPONSOR A FEE OF \$350.00 DOLLARS FOR EACH SPACE FOR THE ENTIRE FESTIVAL.  
  
**VENDOR MAY NOT EXTEND SPACE BEYOND THE BOUNDARIES OF THE ASSIGNED BOOTH AREA(S). BOOTH AREA WILL BE CLEARLY MARKED WITH WHITE PAINT.**
8. **ELECTRICITY:** NO ELECTRICITY HOOK-UP WILL BE SUPPLIED TO VENDOR BOOTHS EXCEPT AS SET FORTH IN THIS APPLICATION AS APPROVED BY SPONSOR. STATE ANY ELECTRICITY NEED IN DETAIL AND DESCRIBE APPLIANCES OR OTHER USE. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. **BOOTH ACTIVITY :** SPONSOR ASSUMES NO RESPONSIBILITY FOR THE SECURITY OF INDIVIDUAL VENDING BOOTH AREAS AT ANY TIME. ALL EQUIPMENT, SUPPLIES AND VENDOR MATERIALS MUST BE REMOVED FROM THE FIELD ON SUNDAY EVENING, FOLLOWING THE CLOSE OF THE FESTIVAL.
10. **RUBBISH:** VENDORS ARE RESPONSIBLE FOR MAINTAINING ACCEPTABLE STANDARDS OF SANITATION WITHIN THEIR BOOTHS AND FOR DISPOSAL OF THEIR OWN TRASH DIRECTLY IN ONE OF THE DUMPSTERS LOCATED ON THE EVENT SITE. VENDORS ARE NOT TO DEPOSIT TRASH IN BARRELS OR CANS AVAILABLE FOR FESTIVAL PATRONS. VENDORS SHALL PROVIDE ADEQUATE PERSONNEL AND GARBAGE BAGS TO COMPLY WITH THE ABOVE TRASH REMOVAL REQUIREMENTS.
11. **INSURANCE AND LIABILITY:** VENDOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, OPERATION AND SUPERVISION OF VENDOR'S ASSIGNED BOOTH AND ITS IMMEDIATELY ADJACENT AREA. FURTHER, THE VENDOR AGREES TO INDEMNIFY AND HOLD SPONSOR HARMLESS, THE ANCIENT ORDER OF HIBERNIANS, INC & THE GREATER DANBURY IRISH CLTURAL CENTER., THE TOWN OF DANBURY, AND ITS AGENCIES, WESTERN CONNECTICUT STATE UNIVERSITY (WCSU) AND SPONSORS, OF AND FROM ALL CLAIMS FOR LOSS, INJURY OR DAMAGE TO PERSONS (INCLUDING THE VENDOR AND HIS/HER EMPLOYEES, AGENTS OR

GUESTS, AND PROPERTY ARISING OUT OF VENDOR, HIS/HER AGENTS, SUBCONTRACTORS, EMPLOYEES OR GUESTS, AND TO DEFEND SPONSOR, WCSU AND THE TOWN OF DANBURY AGAINST ANY AND ALL SUCH CLAIMS AND TO REIMBURSE AND INDEMNIFY SPONSOR, WCSU AND THE TOWN OF DANBURY FOR ANY LOSS, DAMAGE EXPENSE OR PAYMENT SUFFERED THEREBY INCLUDING COST OF DEFENSE AND REASONABLE ATTORNEY' FEES. IN THE SOLE DISCRETION OF SPONSOR.

A VENDOR MAY BE REQUIRED TO PROVIDE LIABILITY INSURANCE IN AN AMOUNT DEEMED APPROPRIATE BY SPONSOR AND PROVIDE PROOF OF SUCH INSURANCE DESIGNATING GREATER DANBURY IRISH FESTIVAL THE ANCIENT ORDER OF HIBERNIANS, INC & THE GREATER DANBURY IRISH CLTURAL CENTER., THE TOWN OF DANBURY, WCSU AND ITS AGENCIES AS ADDITIONAL NAMED INSURED AT THE SOLE COST OF VENDOR.

- 12. SALE RESTRICTIONS:** VENDOR AGREES NOT TO OFFER FOR SALE OR TRANSFER ANYTHING NOT SPECIFICALLY SET FORTH ON THE FIRST PAGE OF THIS APPLICATION AND SPECIFICALLY AGREES NOT TO OFFER FOR SALE OR USE ANY ITEM WITH THE NAME, LOGO OR SYMBOL OF THE ANCIENT ORDER OF THE HIBERNIANS, INC., THE GREATER DANBURY IRISH CLTURAL CENTER. OR GREATER DANBURY IRISH FESTIVAL.. ANY PROMOTIONAL ITEMS GIVEN AWAY AT THE EVENT MUST BE APPROVED PRIOR TO THE EVENT.
- 13. COMPLIANCE:** VENDOR ACKNOWLEDGES THAT SPONSOR RESERVES THE RIGHT TO RESTRICT OR REMOVE VENDOR, WITHOUT REFUND, IF SPONSOR, IN ITS SOLE DISCRETION, DETERMINES THAT VENDOR HAS NOT COMPLIED WITH THE TERMS AND CONDITIONS OF THIS APPLICATION AND CONTRACT OR IF THE OPERATION OF THE VENDOR'S BOOTH IS UNSUITABLE OR OBJECTIONABLE IN ANY MANNER, AND OR ITS MERCHANDISE IS OBJECTIONABLE TO SPONSOR.
- 14. SALES TAX:** VENDOR REPRESENTS THAT IT IS AND WILL BE IN COMPLIANCE WITH ALL STATE SALES TAX, USE AND OTHER APPLICABLE TAX LAWS OF THE STATE OF CONNECTICUT.
- 15. EFFECT:** THIS APPLICATION BECOMES A CONTRACT ONLY UPON ACCEPTANCE BY SPONSOR IN WRITING AND UPON RECEIPT OF VENDOR'S NON-REFUNDABLE CHECK IN THE AMOUNT OF THREE HUNDRED AND FIFTY ( \$350.00 ) DOLLARS FOR EACH SPACE REQUESTED MADE PAYABLE TO **GREATER DANBURY IRISH FESTIVAL.**

**I HAVE READ AND HEREBY AGREE TO ABIDE BY ALL THE FORGOINGING TERMS AND CONDITIONS, PLEASE RESERVE \_\_\_\_\_ SPACES AT \$350.00 DOLLARS EACH. ENCLOSED IS MY CHECK NO. \_\_\_\_\_ IN THE AMOUNT OF \_\_\_\_\_. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009**

\_\_\_\_\_  
VENDOR

\_\_\_\_\_  
AUTHORIZED SIGNATURE

APPROVED AND ACCEPTANCE

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010  
ANCIENT ORDER OF HIBERNIANS, INC.  
GREATER DANBURY IRISH FESTIVAL

BY \_\_\_\_\_  
VENDOR CHAIRPERSON