



Business Name: \_\_\_\_\_

Website: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number (Home/Cell): \_\_\_\_\_

Email: \_\_\_\_\_

Incorporated: \_\_\_\_ Yes \_\_\_\_ No NYS Sales Tax ID# (required) \_\_\_\_\_

Staff Number & Needs: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Payment in full due with application: \_\_\_\_ Check \_\_\_\_ Money Order \_\_\_\_ CC

Amount due:\$ \_\_\_\_\_ (NonMembers \$150, Members \$75)

Credit Card#: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ CCV#: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please list below all specific products or items that will be for sale:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please list below any special needs you might have for this event:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Application/Contract (the "Agreement") is entered into as of \_\_\_\_\_ (Date) by and between \_\_\_\_\_ ("Vendor") and Buffalo Niagara Brewers Association. ("BNBA"). Intending to be legally bound hereby, the parties agree to the following terms:

**EVENT:**2017 Buffalo Brewers Festival participation: BNBA will allow Vendor to bring in one (1) Food Truck or one (1) 10'X10' Tent with tables and chairs to the Buffalo Brewers Festival event on Saturday, June 24, 2017 from 3-7pm. Vendor will be able to sell food from food truck or tent at event. Vendor must have proper permits for the sale of food and beverage.

**LICENSE:**The Vendor grants the BNBA, during the term of this Agreement, a nonexclusive limited license and right to use the other's trademarks, logos, and designs ("Trademarks") solely in connection with elements of the promotion and the marketing and advertising of this event. At all times, the owner of the Trademarks shall remain the exclusive owner of its Trademarks and all use of the Trademarks shall inure to the benefit of the owner.

**APPROVALS:** All of the materials developed for the promotion, which includes the trademarks, sponsor logos, designs, names or references, are subject to approval by all parties, which shall not be



unreasonably withheld. All use of the Trademarks shall immediately cease when the Term of this Agreement ends.

**INDEMNIFICATION:** BNBA agrees to indemnify Vendor and hold Vendor, its officers, directors, employees, agents and assigns harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and related disbursements) arising out of (i) any material breach by BNBA of the terms and conditions of this Agreement and; (ii) any direct claims for personal injury, death or property damage resulting from the negligent acts or omissions of BNBA or its agents or employees.

Vendor agrees to indemnify BNBA and hold BNBA, its officers, directors, employees, agents, parents and assigns harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and related disbursements) arising out of (i) any material breach by Vendor of the terms and conditions of this Agreement; (ii) any claims for personal injury, death or property damage resulting from the negligent acts or omissions of Vendor, its employees, agents, or affiliates, including any manufacturing defects in products manufactured by Vendor; and (iii) any advertising material created by or for Vendor or trademarks of Vendor infringe on any proprietary right of any third party.

**AGREEMENT/MODIFICATIONS:** This Agreement constitutes the entire understanding between Vendor and BNBA as it relates to this event and supersedes any and all previous agreements with respect thereto. No modification or additions to this document shall have any effect unless it is set forth in writing and signed by both Vendor and BNBA. This Agreement shall be governed by the internal laws of the State of New York, without regard to its conflict of laws principles. The parties agree that the exclusive venue for any dispute resolution related to this Agreement will be Erie County, New York.

All products or items will be sold from contracted space only. No additions to product list will be permitted without permission. No Vendor shall have an exclusive on any product

**NEW YORK STATE SALES TAX:** Vendors must possess a valid NYS Sales Tax ID Number. He/she must provide Management with a photocopy of a current permit issued by the NYS Tax Bureau. Vendor will not be accepted without this certificate.

**PAYMENT OF RENTAL FEE:** All contracts must be submitted on or before June 15, 2017 with payment in full. A late fee of \$25 will be added to any contract received after the deadline of June 15, 2017. Cancellation fee of \$50 will be charged, regardless of the reason for cancellation. No checks will be accepted after June 15, 2016, only money orders or credit cards.

Vendor understands there is obligation to pay within the agreed upon terms, and that future credit may be withdrawn if payments are not made within those terms. Vendor grants BNBA and its agents the right to offset amounts owed to Vendor against amounts the Vendor owes to BNBA. Vendor also agrees to reimburse BNBA for any legal action or collection costs incurred in connection with seeking recovery of legitimate amounts owed by Vendor to BNBA.

Make checks payable to: Buffalo Niagara Brewers Association



5651 Main St, Suite 8126  
Williamsville, NY 14221

#### **HOURS & LOAD-IN**

- Vendor will have exhibit space/food truck in order and open by 3pm on Saturday June 24, 2017. Vendor may arrive for load-in and begin setup at or after 11:00am Saturday morning
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- Vendor will not begin to break down exhibit until 7PM. Security will determine when vehicles may be brought onto the grounds to break down.
- Vendor will be open from event opening to closing regardless of the weather. Any deviation from posted hours shall be approved by BNBA Management only.
- Vendor will not be permitted to have their vehicles and delivery vehicles on the festival grounds after 2:00pm, at which point vehicles must be moved to the regular parking area.

#### **ADMISSIONS & STAFFING**

- You must specify the number of staff you plan to bring when you provide this form
- You will be issued nontransferable Vendor wristbands on entry at check-in
- There is no Vendor parking inside the gate.

#### **BOOTH SPACE AND DECORATIONS**

- In fairness to all vendors, please stay within your allotted booth space.
- Vendor shall be responsible for furnishing all decorations, materials, and attractive signs for exhibition of products.

#### **SOUND SYSTEMS**

- Sound systems are strictly prohibited.

#### **SUBLETTING**

- Subletting is strictly prohibited.

#### **PETS**

- Pets will not be permitted on the grounds.

#### **ELECTRICITY/WATER**

- There is no electricity or running water available on the festival grounds.

#### **MISCELLANEOUS**

- BNBA management reserves the right to remove any literature or merchandise which is on display, or for sale, which it feels is not in keeping with the best interest of the festival and/or patrons. This includes literature or articles that are considered to be in poor taste and/or offensive to the general public.
- Failure to comply with any of the terms of this agreement could cause the Vendor to be expelled from the festival grounds with no refund of rental fee.



- This agreement cannot be canceled except by BNBA.
- I agree that all disputes arising under this agreement and/or from the use of the facilities at the festival shall be litigated exclusively in the Supreme Court of the State of New York, County of Erie.

**TRASH DISPOSAL**

- Trash must be bagged or bundled for collection.
- Space will be returned to the condition in which it was found prior to the event. The undersigned understand and agree to the terms and responsibilities set forth in this document.

Vendor \_\_\_\_\_

Buffalo Niagara Brewers Association

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_