

VERGENNES DAY



Vergennes City Park
Saturday, August 24, 2019
10 a.m. – 3 p.m.

www.VergennesDay.com

CRAFTS

Entertainment

Good Food

FUN! FUN! FUN!

Sign Up Today! Vendors Wanted!

The Addison County Chamber of Commerce and the City of Vergennes will be hosting the 38th Annual Vergennes Day on Saturday, Aug. 24, 2019.

Vergennes Day features ongoing exhibits, artisans, crafts, food, live music, Vermont products, and special activities for all ages.

Businesses and community organizations are invited to participate as well. Vendors and exhibitors are encouraged to sell their products and present their services during the day-long event. Qualified buyers and seekers of services will be there for Vergennes Day.

Join 65+ Vendors

Reserve early to get the best location (and price!) and before spaces fill up—space is limited. We reserve the right to limit the number of vendors with similar offerings and to reserve a portion of the spaces for new vendors. Applications must be returned with payment. A copy will be returned to you as a confirmation noting your booth space.

In this publication you will find additional information, a reservation form, terms and conditions, liability release and a diagram of the city park's layout for Vergennes Day activities.

If you have any questions, please contact the Addison County Chamber of Commerce office, 802-388-7951 or email maria@addisoncounty.

Sponsored by the City of Vergennes and
Addison County Chamber of Commerce



ADDISON COUNTY
Chamber of Commerce
Great starts here.

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Saturday, August 24, 2019
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TERMS AND CONDITIONS

Purpose of Event

- Display goods and services
- Promote businesses and organizations within the area

Definitions: Addison County Chamber of Commerce and its respective administrators, directors, members, agents, officers, managers, volunteers, employees (hereinafter the “Chamber”), the City of Vergennes, Vermont and its respective administrators, directors, agents, officers, members, managers, volunteers, employees (hereinafter “City”), The word “Vendor” used herein shall mean the lessee, its officers, agents, and employees, who attend Vergennes Day to sell, exhibit or display goods and services, and/or food products, and/or to disseminate information/advertising material. The word “Vergennes Day” shall be defined as the 2019 Vergennes Day.

Space Reservations: Spaces will be reserved in the order Vendors’ and applications are received. PAYMENT MUST BE INCLUDED AT TIME OF RESERVATION. The Chamber and City reserves the right to rearrange space reservations it deems advisable in the overall interests of Vergennes Day. The Chamber’s administrative office will assign spaces.

Sublet of Exhibit Space: Vendors may neither sublet nor assign space reserved except by written permission of the Chamber.

Exhibit Set-Up: The Vendors shall set up their booths between the hours of 7 a.m. and 10 a.m. on the morning of the Event.

Exhibit Hours: The Vergennes Day exhibits will be open to the public at 10 a.m. until 3 p.m., therefore all Vendors shall have their space ready to present to the public at or before 10 a.m.

Exhibit Breakdown: Vendors are asked not to dismantle their exhibits before 3 p.m. and no later than 6 p.m. on Saturday. Vendors not conforming to these rules may lose their privilege to exhibit at future Vergennes Day Events.

Exhibit Provisions: The Chamber and City will provide spaces which are 10’ by 10’. Vendors must provide their own furnishings—tent, table, chair, etc. If electricity is required, arrangements must be made in advance as availability and location are very limited. Exhibitors must provide electrical cords which are a maximum of 50 ft. in length. Contact the Chamber at 388-7951 to discuss. *Due to underground wiring and piping, no stakes are permitted—tents, etc. must be free standing. Vehicles are not allowed within the park or exhibit area—this includes setup and take down.*

Signs: Vendors must supply their own signs and are encouraged to bring their business signs.

Review of Vendor Plans: The Chamber and City reserves the right to alter or prohibit certain exhibit features that it deems potentially harmful or overtaxing of the exhibit premises, not in compliance with health, safety, and welfare of event patrons and exhibitors, or not compatible with the general purpose and character of Vergennes Day.

Exhibit Limitations: No equipment, displays, articles, material or any other items shall be allowed in the walkways reserved for the attendees of Vergennes Day or within a public right of way. Sound, music, promotional tapes, movies, light, or loud noises related to booth displays must not be a hindrance to other exhibitors or patrons. Vendors are not permitted to circulate around the Vergennes Day premises selling products/services; Vendors must sell or present from their assigned booth spaces. Signs

promoting Vendors or services will not be permitted elsewhere other than in the assigned booth space. No pets or exhibit animals are permitted within the Vergennes Day premises unless under leash control (or other form of control if relevant) of owner or is a service animal. Prior approval from the Chamber must be received for exhibit animals that are part of the Vendor’s exhibit. The Chamber and City reserve the right to close down a portion of any exhibit that is determined to be a hindrance.

Booth Personnel: Vendors must staff their booths during the Event. It is required to have someone providing business or organization information during the hours that Vergennes Day is open to the public. At least one person staffing the booth at all times must be 18 or over in age. *No smoking is allowed in city park.*

Limitation of Liability: The Vendor shall fully review and sign the Release, Waiver of Liability, and Indemnity Agreement (“Release”). The Release shall be signed prior to Vergennes Day and provided to the Chamber. The Release shall be incorporated and made part of these Terms and Conditions hereto. The Chamber and the City shall not be responsible for any personal articles left within the premises of Vergennes Day event area and/or left by the Vendors within the event area after 5:00 p.m. on August 24, 2019. Additionally, the Chamber and City make no assurances, promises, warranties or otherwise as to the level of business/product sales, publicity, or information dissemination of each Vendor.

Insurance: All food Vendors, Vendors exhibiting live animals, and other Vendors with products or services that could potentially pose a risk to the public are required to present a Certificate of Insurance (hereinafter the “Certificate”). The Chamber shall have the full discretion to determine if a Vendor qualifies as a food Vendor, and/or a live animal Vendor and/or a Vendor with a product or service that could pose a risk to the public. The Certificate must name the Chamber and the City as “additional insured” and show proof that the minimum liability coverage is \$1,000,000. **Any Certificate required under this provision must be provided to the Chamber office not later than July 24, 2019.** Food Vendors, Vendors exhibiting live animals, and Vendors with risk products will lose their space and vendor fee if a current Certificate is not on file at the Chamber office by July 24th, 2019. If you have questions, contact the Chamber office 388-7951. In addition, food vendors must provide the Chamber with a valid Vermont Department of Health Certificate and have on visible display within the booth at Vergennes Day.

Cost of Exhibit Space: Space is open for crafters, artisans, businesses and organizations at the rate specified on the Vendor Registration Form. Multiple exhibit spaces may be obtained at the cost of the individual exhibit space rate.

Payment of Exhibit Space: THE FULL EXHIBIT RATE IS DUE UPON APPLICATION OF EXHIBIT SPACE. IT MUST BE SUBMITTED WITH THE EXHIBIT SPACE REGISTRATION FORM.

Cancellations/Refunds: Vendor’s full deposit will be refunded if requested by July 24, 2019. If a request for cancellation is made after July 24, 2019, the Chamber/City will attempt to lease the space to another vendor, if unsuccessful, the entire fee will be forfeited by the Vendor.

Failure To Hold Event: Should any contingency prevent holding the Show, the Chamber may retain such part of the Vendor’s rental fee as shall be required to provide recompense for expenses incurred up to the time such contingency shall have occurred.

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EXHIBIT SPACE CONTRACT

Please complete and return forms to:

ACCOC
Attn: Vergennes Day
93 Court Street Middlebury, VT 05753
T: 802-388-7951 • F: 802-388-8066
www.VergennesDay.com

PURCHASE ONLINE!

There is a small service fee to purchase your booth space online. Go to:
<https://v-day2019.eventbrite.com>

! Certificate of Insurance !

A Certificate of Insurance is required from each food vendor, vendor exhibiting live animals or vendor with products that pose a risk to the public naming the Addison County Chamber of Commerce and the City of Vergennes as additional insured with a minimum liability limit of \$1,000,000. This certificate must be received by the Chamber on or before July 24, 2019.

In addition, food vendors must provide the Chamber with a valid Vermont Department of Health Certificate and have on visible display within the booth at Vergennes Day.

Booth(s) # Assigned _____
(Office use only)

Exhibitor Information

Business/Organization Name (as you wish it to appear in publicity) _____

Contact Name _____

Address _____

City/State/Zip _____

Phone _____

Email Address _____

The products that I will sell at Vergennes Day are:

Booth Space

A single booth space measures 10'x10'. Booth space is assigned on a first-paid basis. Payment in full is required to reserve your booth space and must accompany this form. **Prime booth locations include A8-A19. Non-Profit discount rate does not apply to prime booth locations.**

Please indicate your top 3 preferred booth space(s) here. 1. _____ 2. _____ 3. _____

Location	Early Bird Until 5/17	Regular 5/18 - 7/31	Late Reg 8/1 - 8/23	# of booths	ACCOC Member	Total Cost
Prime	\$65	\$75	\$85	SOLD OUT	10% off	SOLD OUT
Standard	\$55	\$65	\$75		10% off	
Std Non-Profit	\$45	\$55	\$65		10% off	

I'm a member of the Addison County Chamber of Commerce (ACCOC)

Electricity Required Yes No

I'm a food vendor, vendor exhibiting live animals or vendor with products that pose a risk to the public, I will provide a Certificate of Insurance. In addition, food vendors must provide a valid Vermont Department of Health Certificate. *(see more details at the left under Certificate of Insurance)*

Payment

CHECK # _____ (payable to ACCOC) MASTERCARD VISA DISCOVER

Card # _____ Exp. Date _____

Signature _____

I have read this Registration Form/Contract and the attached Terms and Conditions and agree to abide by the Terms and Conditions and the provisions of the Registration Form. I understand that failure to do so may result in the withdrawal of my permission to exhibit.

Exhibitor Signature _____ Date _____



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WAIVER FORM

RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT ("RELEASE")

Please read this form carefully before signing

RELEASE: In consideration for facilitating my participation as a Vendor in the 2019 Vergennes Day (hereinafter "Vergennes Day"), I hereby release, discharge, and covenant not to sue the Addison County Chamber of Commerce (the "Chamber") and its respective administrators, directors, members, agents, officers, managers, volunteers, employees, the City of Vergennes (the "City"), and its respective administrators, directors, members, agents, officers, managers, volunteers, employees, or any sponsor, advertisers, and owners and lessors of the premises on which Vergennes Day takes place (each considered one of the "RELEASEES" herein), and release and discharge them from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.

INDEMNITY: I further agree that if, despite this Release, that I, or anyone on my behalf makes a claim against any of the Releasees, I agree to indemnify and hold harmless the Releasees from any loss, death, liability, damage or costs, including court costs and attorney's fees, that they may incur due to my participation in Vergennes Day, whether caused by the negligence of the Releasees or otherwise.

INTENT: I intend that this Release bind not only me, but also the members of my family and my spouse (if any), and my heirs, executors, assignees, and personal representative. I intend this as a release, discharge and promise not to sue the Releasees. I further agree that this Release should be construed in accordance with the laws of the State of Vermont and agree that if any portion of this Release is held to be invalid, the remaining provisions of this Release shall continue in full force and effect.

I have read this RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it. I have signed it freely and without any inducement or assurance of any nature, and I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Printed Name of Vendor

Address

Signature of Vendor or it's Duly Authorized Agent

Date