

Key to the Island Events LTD

Vendor Contract: Suffolk County Community Day
Event Location: Southaven County Park, 761 Victory Ave, Yaphank, NY 11980
Date and Time: Saturday, October 12, 2024, From 8 am until 7 pm
Emergency Contacts: Joseph Llanes (631) 205-4476 Heather Htun (631) 508-2048

Name of Vendor: _____
Address: _____
Phone: _____ Email: _____
Tax ID No.: _____ Vendor Rep: _____
Vendor Rep. Cell: _____ Vendor Rep. Email: _____
Names and cellphone numbers of people responsible for exhibit setup, running, and take-down. Please also attach a copy of their license to this application:
Name: _____ Cell: _____
Name: _____ Cell: _____

<u>FEE SCHEDULE: Deposit received before August 15th</u>		
<u>Vendor</u>	<u>Cost</u>	<u>Confirmation #:</u>
<i>Food/Dessert Truck</i>	\$ 225.00	
<i>Table Vendor: 10x10 space</i>	\$ 75.00	
<i>Table Vendor: 10x20 space</i>	\$ 140.00	
<i>Food Truck Competition</i>	\$ 50.00	
<i>Dessert Truck Competition</i>	\$ 50.00	
<i>Overall Competition</i>	\$ 90.00	
<i>Additional Admission: (3) inc.</i>	\$ 10.00	
<i>POP Bracelet</i>	\$ 25.00	
<u>Total:</u>		

<u>FEE SCHEDULE: Deposit received after August 15th</u>		
<u>Vendor</u>	<u>Cost</u>	<u>Confirmation #:</u>
<i>Food/Dessert Truck</i>	\$ 325.00	
<i>Table Vendor: 10x10 space</i>	\$ 125.00	
<i>Table Vendor: 10x20 space</i>	\$ 200.00	
<i>Food Truck Competition</i>	\$ 60.00	
<i>Dessert Truck Competition</i>	\$ 60.00	
<i>Overall Competition</i>	\$ 110.00	
<i>Additional Admission: (3) inc.</i>	\$ 10.00	
<i>POP Bracelet</i>	\$ 25.00	
<u>Total</u>		

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VENDOR CONTRACT

This contract is an agreement between _____ (Name of Vendor/Business, please print) and Key to the Island Events LTD for the rental of a Vendor space at the Suffolk County Community Day on Saturday, October 12, 2024.

1. Please note the strict timetable that must be adhered to during this event. Please make sure that all of your volunteers and employees know the schedule for the event.

TIME	ACTIVITY
8 am to 10:30 am	Everyone may begin arriving and setting up their spots. Anyone arriving after 10:15 am will not be permitted. Please note that this time will be kept strict. Please contact the above emergency numbers if you will be arriving late.
10:40 am	Please meet at Center Stage for a pre-meeting to go over everything and make sure no one has questions. Please note that a rep from your organization MUST attend this meeting.
11 am to 6 pm	Suffolk County Community Day will be open to the public. Please make sure that during this time, you always have an attendant at your booth. Please keep aisles clear and areas clean throughout the day.
6 pm to 7 pm	Everyone may begin cleaning up. Please do not begin putting items away and cleaning up prior to 6pm. NO ONE WILL BE PERMITTED TO LEAVE BEFORE 6 PM.

2. SET-UP AND TAKE DOWN: Set-up for Suffolk County Community Day will be between 8 am and 10:30 am on Saturday, October 12, 2024. **ALL SET-UPS MUST BE COMPLETE BY 10:40 AM MEETING AT CENTER STAGE. ALL VENDORS MUST HAVE AT LEAST ONE REPRESENTATIVE ATTEND THE MEETING FROM THEIR COMPANY.** Take down may not begin until 6:00 pm on Saturday, October 12, 2024, unless otherwise notified via text from Joseph Llanes or Heather Htun. Take down must be complete by 7:00 PM, Saturday, October 12, 2024.
3. VEHICLE UNLOADING, LOADING, AND PARKING: Vehicles are not permitted in general public areas between 10:40 AM and 6:15 PM, unless otherwise approved in writing by Joseph Llanes or Heather Htun. Vendors may pull closer to designated vendor spots prior to this time and after this time, but all vehicles will be required to move by times noted. Failure to do so will result in a towed vehicle at the owner's expense. All vehicles must be parked in the designated parking area only.
4. CONTRACTS, INSURANCE, AND APPLICATION: Contracts, insurance, and applications are due no later than 15 days after emailed receipt of application approval. Failure to send by this time may result in a forfeit of your deposit and need to reapply. If paying by check, please make checks payable to **KEY TO THE ISLAND EVENTS LTD**. All checks must clear the bank

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within 5 business days. Bounced checks will incur a \$50 bounced check fee. The Vendor agrees to pay any fees incurred to the Organizer to collect these unanticipated costs.

5. NO EMPLOYMENT RELATIONSHIP CREATED: It is understood and agreed between the parties that the Agreement is not intended to nor does it create an employment contract between Key to the Island Events LTD and Vendor and any of its employees, nor does it create a joint relationship or partnership between the parties hereto. Neither Vendor nor its employees are entitled to benefits that Key to the Island provides for their employees. A vendor's relationship to Organizer is solely and exclusively that of an independent contractor. The organizer is interested only in the results to be achieved and the conduct and control of the Work shall be solely with Vendor. A vendor shall be permitted to engage in any business and perform services for its own accounts, provided that the Work is not compromised. Except as specifically permitted in this Agreement, neither party shall use the name or trademarks of the other party or incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.
6. NO WITHHOLDING: Vendor is solely and exclusively responsible for the satisfaction of Vendor's own local, state, and federal income tax and social security withholding that may be applicable to the amounts payable by Key to the Island Events LTD under this Agreement. All federal, state and local laws governing retail sales tax must be followed.
7. ASSIGNMENT: Vendor shall not assign its duties hereunder without the prior written consent of Key to the Island Events LTD. Vendors may not share booths with other businesses and/or nonprofits. There is to be one organization per space, unless otherwise approved in writing by a Key to the Island Events representative.
8. ALCOHOLIC BEVERAGES: **NO ALCOHOLIC BEVERAGES ARE TO BE SERVED AT ANY TIME DURING THE EVENT.** A Vendor that is caught serving alcohol will be forced to close immediately and forfeit any vendor fees, current and/or future sales.
9. FOOD PREPARATION: Only food on a pre-submitted menu is permitted to be sold at Suffolk County Community Day. All food prepared before the festival must be prepared in a licensed and approved kitchen by order of the Suffolk County Health Department. Water and electric hookups are not available, Vendors understand that they need to make accommodations at their own expense and coordination for these needs.
10. KEY TO THE ISLAND EVENTS APPROVAL: Any price increases, or material substitution of goods, services, or facilities shall be submitted to Key to the Island Events LTD no less than 2 weeks prior to the festival and receive written approval before selling/serving.
11. SERVING AREA: Each food vendor must have an attractive preparation and serving area. Food vendors serving hot items must keep hot preparation materials out of public reach. This includes ovens, dispensers, warmers and deep fat fryers. Food vendor personnel must handle all food items under the same health rules and regulations required by the Suffolk County Health Department. All food exhibitors are required to have a fire extinguisher in each booth as required by the Brookhaven Fire Marshal codes.
12. USE OF EXHIBITOR SPACE: Keep the area directly in front of your space clear of merchandise or signage. Outside space at the rear of the booth may be used for storage. No strolling or mobile unit sales may be set up without written permission from Key to the Island Events. Food vendors will use their assigned space only for the purpose of selling menu items described and identified

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in the application. Vendors agree to immediately remove any merchandise that was not previously approved. We will not be responsible for safeguarding any removed merchandise. All vendors must stay within their assigned space. If extra space is needed, please let Key to the Island Events know right away- extra fees may apply and will be due before opening the new space.

13. WEARING APPAREL: All personnel in the food booths having contact with the public must wear appropriate attire for their respective duties. Particular attention needs to be given to safety. Please make sure to wear comfortable shoes and attire. Anyone having inappropriate body parts showing will be forced to leave until they are fully covered. Key to the Island Events LTD is not liable for any loss in sales or merchandise at any time. Please keep slogans and sayings on attire appropriate for all ages.
14. SANITATION: Vendors are responsible for maintaining acceptable standards within their booth and surrounding areas. Businesses are expected to take their trash with them at the end of the event and place the bag next to a communal trash receptacle. Please bring trash bags and plan accordingly. Overflowing trash containers are not acceptable. Please notify Joseph Llanes or Heather Htun of any violations. At the closing of the event, vendors must take all boxed or bagged trash and dispose of it at trash receptacles. Businesses must provide adequate personnel to comply with these garbage removal requirements. Any damage or rubbish removal that is not taken care of prior to 7:00 pm, Saturday, October 12, 2024 will be fully remedied at Vendor's expense. Remedied payment is due no later than 15 days after receiving the invoice.
15. SECURITY: Any security we provide is for our sole benefit. You take all risk of loss or damage to your merchandise or other property, no matter how it is caused. If property is lost, stolen, or damaged, organizations will not look to the organizer for payment or reimbursement.
16. FOOD AND DESSERT COMPETITION: All vendors that pay to enter the food and/or dessert competition are not guaranteed to win any sort of compensation for entering the competition. It is understood that Key to the Island Events has no control over the winners. Judges are volunteers, understand that there is to be no "buying of votes" to Judges or community members, if a vendor is found to be bribing anyone they will be disqualified and possibly asked to leave the Event with no refund. Any Vendors entering the competition agree to display an Organizer provided "Competition" sign on their menu board. It is agreed that vendors who have entered the competition will have the ability to win first place in only one category- number of categories will vary based on number of competitors. Vendors will be required to provide one menu item of their choice, into five samples to be judged in a blind taste testing. The public will receive free tickets to vote on best vendor staff.
17. MEDIA RELEASE: By signing this Vendor Agreement and by participating in Suffolk County Community Day, you agree to the following statement:
 - a. I hereby give my consent to all photographs, audio recordings, academic work and/or video recordings taken of me or my staff. I understand that any such photographs, audio recordings, academic work, and/or video recordings become the property of Organizer and may be used by Key to the Island Events LTD or others with their consent, for educational or promotional purposes determined by Organizer in broadcast formats now existing or created in the future.

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18. INDEMNIFICATION: Vendor agrees to defend, indemnify, and hold harmless Key to the Island Events LTD, Suffolk County Parks and Recreation, its successors and assigns, and their respective trustees, officers, employees, and agents (the “Indemnified Parties”) to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including, but not limited to, associated costs, expenses, and reasonable attorneys' fees incurred on account thereof (“Claims”) asserted against Key to the Island Events as a result of Vendor’s work or performance or non-performance of this Agreement, including, but not limited to, Claims that may be asserted by any person(s), including, but not limited to, Consultant’s employees and employees of Organization’s subcontractors or agents (“Claimants”), for loss, damage, death, injury, sexual harassment, or molestation to or of persons or property; or, where applicable, infringement of any third-party intellectual property rights, including, but not limited to, those of copyright; or, where types, including but not limited to, personally identifiable information (PII) or electronic protected health information (ePHI) (“Losses”) arising in any manner out of or incident to Business’s performance or nonperformance hereunder.
19. COOPERATION: The parties agree to cooperate with each other in connection with any internal investigations by Key to the Island Events or Vendor of possible violation of their respective policies and procedures and an third party litigation, except that Organizer shall not be required to have any contact with any Union or Union representatives of business’s employees or subcontractors or participate in any Union grievance or other proceedings relative to vendor's employees or subcontractors except as a fact witness.
20. INSURANCE: Vendor shall always during the term of this agreement carry, and require its subcontractors to carry, at least the following types and amounts of insurance: \$1 million-dollar general liability insurance with a signed and notarized waiver- this pending Suffolk County approval. If the County requires the \$2 million policy, then you will be required to obtain the \$2 million dollar policy. Proof of insurance is due to the Organizer no less than 15 days after vendor approval. Vendors are responsible for any fees associated with obtaining licensing and permitting for this event.
21. FORCE MAJEURE: Notwithstanding anything to the contrary contained in the Agreement, Organizer shall not be liable, nor shall any credit or other remedy be extended, for Key to the Island’s failure, in whole or in part, to fulfill its obligations under the Agreement where such failure arises from or in connection with causes beyond Organizer’s control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a “Force Majeure Event”). If a Force Majeure Event occurs during the term hereof, Key to the Island Events shall be excused from performance hereunder.
22. GOVERNING LAW AND JURISDICTION: Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of New York, county of New York.

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23. ATTENDANCE: If you are unable to provide services at the Event, you must notify Joseph Llanes at (631) 205-4476 or Heather Htun at (631) 594-8337 as soon as possible prior to the Event.
24. WEATHER POLICY: Suffolk County Community Day will operate rain or shine; however, the Event may be canceled due to inclement weather as determined in the Owner's sole and absolute discretion. Notification of cancellation will be provided by 8:00 am on Saturday, October 12, 2024. The Event may or may not be rescheduled for a later date.

Please mail copies of driver's license for attendants at your booth, vendor licenses, insurances, final payment, and original copies of this contract and application to the following address. Confirmation will be emailed to you when received. Please note that there are no refunds, if you decide not to move forward with this opportunity, previously made deposits are non-refundable. A reminder letter with instructions, booth locations, rough schedule for the daily activities, and any other pertinent information will be emailed 2 weeks prior to the festival.

Key to the Island Events, LTD
PO Box 4
Mastic Beach, NY 11951

I, the undersigned, have read, understand and agree to the above stated Vendor Contract, Rules, and Requirements. I, the undersigned, understand that any changes to this contract must be in writing and signed by both Vendor and Key to the Island Events representative.

Vendor Company: _____

By: _____

Name: _____

Title: _____

State of: _____

County of: _____

This record was acknowledged before me on _____ (date) by
_____ (name(s) of individual(s)) as
_____ (type of authority, such as officer or trustee) who represent that (he,
she or they) are authorized to act on behalf of _____ (name of party on behalf of whom
record was executed).

Signature of notarial officer: _____

Stamp

Title of office: _____

My commission expires: _____

Initial here: _____