

STATEMENT OF AGREEMENT

All applicants to Woodbury Earth Day must read and sign the following:

- Vendor Selection:** Submission of a Vendor Application does not guarantee acceptance, nor does past participation. Vendor Applications will be reviewed and vendors will be selected by Pomperaug River Watershed Coalition ("Event Host") on a rolling basis until the application deadline of Monday April 1, 2019 or until vendor capacity has been reached. Early vendor fees apply only to applications postmarked on or before February 15, 2019. Vendors will be notified of their acceptance no later than Monday April 15, 2019.
- Payment Policy:** Credit cards and checks made payable to PRWC are accepted. Vendor fees are only processed after the vendor has been notified of his/her acceptance. Once processed, vendor fees become non-refundable. Payments from applicants who are not accepted to the event will be returned. All vendor fees must be received no later than Monday April 22, 2019. Failure to submit payment by this time will result in a forfeit of vendor space.
- Vendor Insurance Policy:** All accepted vendors must provide a Certificate of Insurance naming the Venue Owner (Town of Woodbury) and Event Host (Pomperaug River Watershed Coalition) as additional insured by Monday April 22, 2019. Vendors must provide a certificate of insurance in the amount of \$1,000,000 naming BOTH of the following as additional insured:
 - Town of Woodbury**, 281 Main Street South, Woodbury, CT 06798
 - Pomperaug River Watershed Coalition**, 39 Sherman Hill Road, Suite C103, Woodbury, CT 06798Vendors failing to provide the required Certificate of Insurance by April 22, 2019, will not be permitted to participate in Woodbury Earth day and the vendor fee will not be refunded.
- Space Assignments:** A booth space consists of approximately one 10' x 10' area for exhibiting (or more if requested and paid for accordingly). Booth space includes space for parking one vehicle; all other vehicles must be parked in a designated area. Booth assignments will be made only after payment and insurance certificates are received. Vendors in good standing will receive pre-event detailed information regarding booth assignments, arrival/check-in times, set-up, and answers to other frequently asked questions.
- Vendor Operations:** Vendors are responsible for providing their own display components including tents, tables, chairs, extension cords, generators, signage, brochures, etc. All tents must be secured with stakes and weights (gallon jugs and/or buckets filled with water or sand work well as weights). Vendor exhibits are not to extend beyond the assigned space. Vendor booths shall remain fully open for the duration of the event 11:00 AM to 4:00 PM. No vehicles, other than emergency services vehicles, will be allowed on or off the exhibition field between 10:30 AM and 4:15 PM or until deemed safe by the Event Host. Trash and recycling containers will be available throughout the exhibition field and dumpsters will be located on-site for your use. Please do not leave anything behind on the field at the close of the event. Selling of goods and services is permitted and encouraged, but not required. In representing and/or communicating the message of your business, organization or cause, we ask that you do so with respect and voice opinions in a way that does not offend or alienate visitors, vendors, exhibitors, or volunteers of the event. The use and/or distribution of helium balloons at Woodbury Earth Day is strictly prohibited. The use of polystyrene (Styrofoam) is strictly prohibited for food sampling or service. It is the vendor's responsibility to comply with all health and fire-safety provisions.
- Compliance with Laws and Regulations:** Vendors shall, at all times, comply with all applicable laws, ordinances, rules and regulations, and orders of federal, state, county, and municipal government. Vendors shall agree to comply with ordinances and regulations including, but not limited to, preparation and service of food products, containment and vaccination of farm and rescue animals exhibited at the event, operation of generators, and the collection and reporting of all applicable sales tax.
- Event Rules and Policies:** The Event Host will have full power in the interpretation and enforcement of all rules contained herein and to make such further rules and policies as it considers necessary for the proper conduct of Woodbury Earth Day.
- Inclement Weather:** Woodbury Earth Day is a rain or shine event. In the event of inclement weather, it shall be in the sole and absolute discretion of the Event Host to determine if the prevailing weather conditions either make, or are likely to make, continuation of the event hazardous.
- No Guarantee of Results:** The Event Host does not warrant or guarantee any particular results from exhibiting in Woodbury Earth Day nor does it guarantee any particular number of attendees or exhibitors.
- Indemnification/Release:** Pomperaug River Watershed Coalition (Event Host) and the Town of Woodbury (Venue Owner) will not be liable for loss or damage to the Vendor's property from theft, fire, accident, or any other cause. By signing below, the Vendor agrees to indemnify, protect, defend, and hold harmless the Pomperaug River Watershed Coalition and the Town of Woodbury, and each of their respective officers, directors, organizers, owners, agents, representatives, or employees of the above from and against all claims, damages, costs, liens, judgments, penalties, attorneys' and consultants' fees, expenses, and/or liabilities arising out of, involving, or in connection with, the occupancy of the assigned space by Vendor, the conduct of Vendor's business, and any act, omission or neglect of Vendor, its agents, contractors, employees, or invitees. In addition, the Vendor expressly releases the aforementioned from all claims of loss, damage, or injury arising from any cause whatsoever.

By signing below, I am verifying that I have read the Statement of Agreement and I agree to abide by all the information stated herein.

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Name of Business or Organization: _____