

**2023 FALL FESTIVAL and INDIE DYERS SPECTRUM FIBER FESTIVAL**  
SATURDAY, OCTOBER 7, 2023 - 10am - 4pm  
CHEMUNG COUNTY FAIRGROUNDS – 170 FAIRVIEW RD HORSEHEADS, NY 14845  
2023 CRAFT/ VENDOR CONTRACT

**VENDOR AGREEMENT**

This Agreement is made by and between the CHEMUNG COUNTY AGRICULTURAL PROMOTIONS ("CCAP") and Business Name: \_\_\_\_\_

Contact Information (Please Print):

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

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

Telephone: ( ) - \_\_\_\_\_

Email: \_\_\_\_\_ Tax ID/SS#: \_\_\_\_\_

Facebook Page (Share event page with you): \_\_\_\_\_

If you are a company that allows only one representative at an event, please let us know. Attendance in this case will be first come first served.

Please list Products sold: \_\_\_\_\_

Indicate your desired types and number of vendor spaces.

**Please see attached map for space descriptions**

\_\_\_\_\_ 10' x 8' Enclosed \$35.00

\_\_\_\_\_ 10' X 8' Outdoor Covered \$25.00

\_\_\_\_\_ Outdoor Provide your own Tent \$15.00

\_\_\_\_\_ Food Truck (with electric) \$40.00

\_\_\_\_\_ Vendor Camp Site \$33.00

\*\* (Campers may arrive after 12:00 pm on 10/6/23, and must leave by 5 pm on 10/7/23)

Vendor Set Up Friday 12:00 to 7:00pm

Vendor set up Saturday 7:00 to 9:45am

Electric: Yes\_\_\_ No \_\_\_

- Application Deadline/No refunds after: September 1, 2023
- Indoor spots are limited; Spots are filled according to date application is received.
- Please bring your own table & power cord.

Chemung County Agriculture Society:

By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Ag Society

Vendor Signature

\* Make checks payable to: Chemung County Ag Promotions

\*\* Mail to: Nikole Watts: PO Box 404 Pine City, NY 14871

If any questions please email Nikole Watts at [nwatts@chemungcountyny.gov](mailto:nwatts@chemungcountyny.gov) or call 607-426-3858

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Do you intend to bring animals to display? Yes\_\_\_ No \_\_\_

\*\* If yes: What animal are you bringing? \_\_\_\_\_  
Please list demonstration: \_\_\_\_\_

All animals must be in good condition, and are the sole responsibility of the vendor. If Chemung County Ag Promotion staff see that the animal is unfit, you may be asked to leave. The vendor agrees to clean space used and put debris in the manure pit prior to leaving the fairgrounds on 10/7/23. If the space used is not cleaned, that will impact weather you are welcomed back next year. \_\_\_\_\_

**DISCLAIMER**

VENDOR shall indemnify, hold harmless and defend the CCAS and the County of Chemung, its officers, directors, employees, agents and volunteers from and against any and all claims, demands or causes of action brought against any or all of them for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any negligence on the part of the VENDOR during participation at the Fall Festival by the VENDOR.

VENDOR herewith releases CCAS and the County of Chemung, its officers, directors, employees, agents and volunteers from any and all liability whatsoever from any injury, including death, incurred by the VENDOR during their participation in the Fall Festival unless such injury or death is the result of the sole negligence of CCAS and the County of Chemung.

VENDOR releases and forever discharges and waives any right of subrogation against, CCAS & the County of Chemung, its directors, officers, employees, agents and volunteers for any loss of, damage to or destruction of any property of every description owned by the VENDOR or in the care, custody or control of the VENDOR while such property is at the Fall Festival regardless of the cause of said loss, damage or destruction. CCAS and the County of Chemung does not provide any insurance coverage for the VENDOR while the VENDOR is participating in this event. **The VENDOR is solely responsible for providing all insurance the VENDOR may need for participating in this event.**

By \_\_\_\_\_ Date \_\_\_\_\_  
Vendor Signature

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**Map Key:**

- 1: This barn is out door with a cover, the walls are open. 18 spots with access to electric.
- 2: This is the enclosed barn with electric. There are 24 spots available
- 3: The commercial building is enclosed with electric. There are 12 spots available.
- 4: This is the 4H building.
- 5: This is the outdoor undercover pole barn with gravel/dirt floor. There are 44 spots available.
- 6: This is the enclosed gravel floor barn with electric. There are 11\_Spots available.
- 7: This is the outdoor pavilion.
- 8 & 9: This area is for vendor that prefer to bring their own tents.

\*\* There is camping available there are 12 spots available.

For those traveling in there is a room block at the Quality Inn on Corning Road in Horseheads. Please see website: <https://www.choicehotels.com/new-york/horseheads/quality-inn-hotels/ny652>

## **WAIVER AND RELEASE OF LIABILITY**

**IN CONSIDERATION OF** the risk of injury that exists while participating in FALL FEST (hereinafter the "Activity"); and

**IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in same;

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

**I HEREBY** release and forever discharge CHEMUNG COUNTY AG PROMOTIONS, located at 851 Chemung St, Horseheads, New York 14845, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

**I FURTHER AGREE** to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

**I FURTHER ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Chemung County Ag Promotions to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I FURTHER ACKNOWLEDGE** that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Chemung County Ag Promotions official or agent, regarding my approval to participate in the Activity.

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Chemung County Ag Promotions AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Chemung County Ag Promotions FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Chemung County Ag Promotions, its agents, and employees.

I agree that this Release shall be governed for all purposes by New York law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

**THIS AGREEMENT** was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, \_\_\_\_\_ and Chemung County Ag Promotions agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or

admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

**EmergencyContact**

**ContactRelationship**

**ContactTelephone**

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**I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.**

**Participant's Name:**

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**Participant's Address:**

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**Signature:**

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**Date:**

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PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

**I HEREBY CERTIFY** that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**Parent / Guardian Name:** \_\_\_\_\_

**Relationship to Minor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_