



2023 EarthFest Overpeck VENDOR CONTRACT

This Vendor Contract is between _____ (“Vendor”) and Hackensack Riverkeeper, Inc., (HRI). Each occurrence of the EarthFest Overpeck is referred to as the “Festival.”

Section 1 - Grant of Space

- a. The deadline to complete and return this contract is May 5, 2023.
- b. Upon acceptance of the vendor application, signed contract, and receipt of payment, HRI will grant Vendor the right to use a designated booth in the Festival (the “Space”).
- c. The Festival will take place at Overpeck Park County Park, 199 Challenger Road, Ridgefield Park, NJ 07660, on Sunday May 21, 2023, from 12 pm to 5 pm, RAIN OR SHINE. In the event of severe inclement weather, the event will be cancelled, and vendors will be given the option to sign up for the 2024 EarthFest event.
- d. Vendors should represent our “Green-themed” event. Applications are subject to review, and if they a) do not meet the criteria, or b) a vendor with the same product has already been accepted, you will receive notification of such by May 10, 2023. A refund of registration fees will be made if application is not accepted. Spaces will be filled on first-come, first-served basis.
- e. The Space is provided as-is. The vendor must provide any tables, chairs, and canopies necessary. Electricity is not provided; generators are not permitted.
- f. Vendor is responsible for operating the Space in a safe manner. For example, Vendor must weigh down or otherwise secure tent(s) and other equipment for all weather conditions. Open flames are not permitted.
- g. Vendor’s use of the Space is non-transferable. Vendor may not allow anyone else to use the Space without the express permission of HRI.

Section 2 - Vendor Items – Any applications without items in Section 2, 3 and 4 will be considered incomplete

- a. You must attach a list of item(s) you will display and/or sell in your Space. Include a photo or website link of each product being offered and describe in detail the type of display, presentation and items to be sold.
- b. Only the specific items detailed on this attachment may be displayed or sold. Only one vendor of a particular product will be allowed in order to make it a successful day for all vendors. Duplicate or incomplete applications will be returned.
- c. Only pre-packaged food will be allowed in the craft and material vendor area. No water or drink sales are permitted.
- d. Vendor must keep his/her merchandise within the allotted boundaries of the Space.
- e. HRI may inspect Vendor merchandise at any time to ensure it is consistent with that represented in the application.
- f. Vendor is prohibited from selling counterfeit items, unlicensed merchandise, guns, ammunition, alcohol, drug paraphernalia, items prohibited by New Jersey or Federal law, or any merchandise that HRI, at its sole discretion, considers racist, discriminatory or offensive. Vendor is also responsible for all necessary permits/fees/taxes.

Section 3 - Insurance

- a. HRI requires that a Certificate of Insurance be filed with our office.
- b. The Certificate is to show a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate General Liability and \$10,000/person Medical Expense.
- c. Hackensack Riverkeeper, Inc., County of Bergen and Bergen County Parks must be named as Additional Insured and shown as Certificate Holder.
- d. Your insurance company (agent) must be told of this requirement in Section 3 (c.). They will, at that time, send you the Certificate of Insurance.
- e. Make sure the term of the insurance (effective date to expiration date) covers May 21, 2023.

Section 4 –Payment

- a. Payment must accompany submission of this contract, and must be in the form of a credit card or check.
- b. Each 10’ x 10’ space costs \$50
- c. Each 10’ x 20’ space costs \$100
- d. Each Food Truck space costs \$100.00 Food vendors must submit copies of all applicable licenses by May 5, 2023. Health inspections will be done between 10:00 a.m. and 11:00 a.m. on Sunday, May 21, 2023. **Food Vendors are responsible for contacting Bergen County Dept. of Health regarding permits and applicable fees.**
- e. There is no charge for 501(c)(3) organizations; however, all nonprofits must provide ST-5 Letter with their application.

Section 5 - Advertising

- a. Any vendors wishing to advertise must do so at their own expense. Vendors are encouraged to link to our Facebook page: [Facebook.com/HackensackRiverkeeper](https://www.facebook.com/HackensackRiverkeeper)
- b. Any advertising must be approved by HRI prior to publishing.

Section 6 - General Terms

- a. HRI offers no guarantees or warranties of any kind.
- b. No refunds will be offered for vendors who do not attend.

- c. There will be no refunds if any unforeseen acts of God, weather, terrorism or war result in the cancellation of the Festival.
- d. Vendor should arrive on May 21, 2023 for load-in/set-up between 10 a.m. and 11 a.m., and ready for operation by the official opening time of the Festival of 12 p.m. **Vehicles must be moved to the designated parking area no later than 11:30 am.**
- e. Vendors must remove all products and equipment at the end of the Festival. Vendor must remove their own trash from the Space and properly dispose of recyclable and compostable materials in containers provided by HRI. Vendors must leave the Space waste-free and in the same condition as when provided.
- f. Vendor must vacate the Festival grounds no later than 6 p.m., Sunday May 21, 2023. Vendor may not vacate the Festival prior to the official closing time of 5 p.m. without the express permission of HRI.
- g. Please make a copy of this contract for your records. Signed contracts will remain at the HRI office.

Section 7 - Causes for Denial or Revocation of Selling Privileges & Disciplinary Actions, and Result Thereof

- a. Any Vendor who, is not “green” as described on the application, seeks to evade or refuses to make payment of the proper rental and space fees, or ignores the festival operational guidelines will be denied selling privileges and be required to leave. **Food vendors must not serve food or drink in plastic or Styrofoam containers. No plastic bags, or straws.**
- b. Use of racial or ethnic slurs, profanities, derogatory language and other inappropriate behavior will not be tolerated on the Festival premises and will be cause for denial of selling privileges and vendor may be required to leave.
- c. HRI may impose additional rules and regulations, as it deems necessary. HRI will notify Vendor of these additional rules.
- d. HRI may revoke this contract, cancelling Vendor’s right to occupancy, if HRI believes, at its sole and complete discretion that Vendor has violated any of the terms of this contract.
- e. If HRI revokes Vendor’s selling privileges or otherwise cancels this contracts under the terms listed above, Vendor will immediately vacate under the terms of this contract listed at Section 6(e-g).

Section 8 - Laws and Permits

- a. Vendor must comply with all relevant local, state and federal laws.
- b. Vendor is responsible for obtaining and paying for all business licenses, permits and taxes that are required for its operation, including state sales tax. All vendors shall provide HRI with a valid EIN Number in order to sell merchandise at the Festival. **Food Vendors are responsible for contacting Bergen County Dept. of Health regarding permits and applicable fees.**
- c. All vendor sales are limited to the space designated by the event manager for each vendor. Vendors will not be permitted to sell merchandise or services outside of their Space.

I HAVE READ, UNDERSTAND AND WILL COMPLY WITH ALL RULES AND REGULATIONS AS OUTLINED IN THIS APPLICATION.

Applicant’s Name: _____ Business Name: _____

Applicant’s Signature: _____ Non-Profit Name: _____

CONTACT INFORMATION

Name of Business: _____ Main Contact: _____

Phone Number: _____ Email Address: _____

PAYMENT INFORMATION:

Craft and Material Vendors

Number of 10’ x 10’ spaces # _____ @ \$50.00 each Number of Food Truck Spaces # _____ @ 100.00 each

Number of 10’ x 20’ spaces # _____ @ \$100.00 each Non-profit Space _____ @ No Charge

Merchant EIN: _____

Total fees due \$ _____

CREDIT CARD INFORMATION:

Type of card: ___ MasterCard ___ Visa ___ American Express ___ Discover ___ Or Check/Money Order

Card Number: _____ Exp. Date: _____ CVV Code _____

Name on Card: _____ Card Billing Address: _____

City, State, Zip: _____ Phone: _____

I authorize HRI to charge my credit card - Signature: _____ (Required)

Make checks payable and mail to: Hackensack Riverkeeper, PO Box 1744, South Hackensack, NJ 07606
Phone: (201) 968-0808

FOR OFFICE USE ONLY:

Date Received _____ [] Approved [] Not Approved [] Insurance Certificate Received

This agreement made and effective the _____ Day of _____ 20 _____ Amount Paid _____