



2019 Exhibitor/Vendor Opportunity

AUGUST 4TH • LASALLE PARK • BUFFALO, NY

Dear Exhibitor/Vendor,

You are invited to become an exhibitor or vendor at WNY VegFest, to be held on Sunday, August 4th, 2019, from 11 AM – 5 PM at LaSalle Park on the waterfront of Buffalo NY. This event is the only one of its kind in the Western New York region celebrating a healthy, compassionate, plant-based lifestyle in a vibrant festival setting.

WNY Vegfest

Vegfest WNY Vegfest features world renowned speakers, exhibitors, vendors, live music, delicious and healthy food, rescue animals for adoption, a childrens program, entertaining performances, the largest Tofurky Trot 5K run/walk east of the Mississippi and more! The 2018 festival will be held at LaSalle Park in Buffalo, NY.

The 2018 event attracted over 7,000 people from across Western New York, Northeastern PA, and Southern Ontario.

Buffalo and Western New York have seen an explosion of interest in health, compassion, and plant-based eating over the last few years. Please come and be a part of this exciting showcase of compassion, health, and progressive culture in our community!

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By securing your spot in this soon-to-be historic event, you will:

- Be part of the ever-growing “VegFest” movement in North America, and the only festival of its kind in Buffalo and Western New York.
- Secure your company’s or organization’s presence as a leader in the Veg industry throughout Buffalo, Niagara Falls, and all of WNY.
- Reach an untapped market of health-conscious and compassionate-minded consumers who are eager to purchase products and support companies and organizations that align with their values.

WNY VegFest is committed to keeping this event free to the public, an essential component to establishing a successful annual event. Your participation in this extraordinary event will be an integral part of our success. We look forward to your contribution to WNY VegFest! Please feel free to contact us to discuss this exciting opportunity.

Sincerely,
WNY VegFest Team



2019 Exhibitor/Vendor Opportunity

WNY VegFest Exhibitor/Vendor Application

Company _____

Contact _____ Phone _____

Email _____

Company Address _____ City _____ Zip _____

Company Website _____

- For Profit Business** - BEFORE June 10th \$185 (June 11th - Aug. 1st \$210)
- Food Service Vendor** - BEFORE June 10th \$275 (June 11th - Aug. 1st \$325) Electric included
- Non-Profit information only** - \$100 Please provide EIN _____
- Non-Profit with items for sale** - \$130 Please provide EIN _____
- Animal Rescue Group** - \$50 Please provide EIN _____
- Farmer / Food Grower** - \$80 Please provide EIN _____

NOTE: Vendors are responsible for bringing their own tables. You may bring as many tables as you can fit in your booth space. Booth spaces are mapped out in advance, additional space is available below.

ADDITIONAL OPTIONS:

- Choice of booth area (pending availability) \$50
- Electricity \$20

WNY VegFest 501(c)3 holds the right to deny any submitted application. All menu items must be approved by a committee member as food service booths are coordinated to ensure fairness for sales to all. Absolutely no pizza (pizza like or pizza based products), ice cream (shaved ice, milkshakes, or ice cream like products), or raw coconuts may be served as these are fundraising items sold exclusively by the society to help fund/host the festival itself.

All products, services, samples, and information provided at WNY VegFest must be vegan (no meat, dairy, egg, fish, honey, gelatin, leather, whey, any other animal derived products)

IMPORTANT: If you will be sampling/selling any food items, you must have the appropriate health permit. If you have any questions about needing a permit please contact the Erie County Health Department at 716.961.6800.

- Credit Card:** (Visa, Mastercard, American Express, and Discover)

Credit Card # _____ Exp Date: _____ Security Code _____ Zip Code _____

Cardholder Name: _____ Signature: _____ Date: _____

- Check Enclosed** (Payable to WNY VegFest)
PLEASE MAIL FORMS AND PAYMENT TO:
WNY VegFest - Sara Rogers
3 Woodstream Drive
Lancaster, NY 14086

NOTE:
Please include payment with your completed vendor packet. Vendors will not be considered registered until we receive payment in full.
Thank you!

Signature: _____ Date: _____

- Upon receipt of the contract, no refunds will be issued.

If you have any questions about becoming an exhibitor/vendor at WNY VegFest 2019 please contact: Sara Rogers at vendors@wnyvegfest.com or sara@wnyvegfest.com



August 4 2019

3 Woodstream Drive Lancaster NY 14086

Held at LaSalle Park, Buffalo, NY

Vendors License Agreement

Date:_____

WNY VegFest 501(c)3 organized and existing under the law of the State of New York, hereinafter designated as the Society.

VENDOR NAME _____

Contact Name _____

DBA:_____

Name (Primary Contact):_____

Address _____

Address 2 _____

City_____

Telephone _____

Fax_____

Hereinafter designated as the Licensee, agrees as follows: To be used and occupied for the Non-exclusive sale and Exhibition of: (Please list all products and descriptions here, including a detailed list of all menu items if foodservice vending)

Please Sign _____

The Society agrees to permit the Licensee to occupy the space designated to them located at Marcy Casino Delaware Park in the City of Buffalo NY, during the hours of 11am-5pm on August 4th, 2019 for the purpose of exhibiting and/or selling goods or services, and for no other purpose or use. The Licensee hereby agrees to only exhibit/vend what has already been approved by the Society as VEGAN in accordance with a plant based lifestyle and diet. (Veganism: The practice of abstaining from the use of animal products, in diet, clothing, beauty and skin products, as well as following and associated philosophy that rejects the commodity status of sentient animals. NOTE: silk, wool, pearls, feathers, leather, suede, casein, whey, milk, eggs, honey are all products that are NOT vegan and therefore NOT allowed in any products or services offered at WNY VegFest.)

THE LICENSEE AGREES TO SUBMIT CONTRACT AND PAY ALL VENDORS FEES BY AUGUST 4, 2019.

IF THE LICENSEE DOES NOT AGREE TO SIGN THIS CONTRACT THEY WILL NOT BE REFUNDED.

X _____ (PRINT NAME)

X _____ (SIGN)

NO LICENSEE IS PERMITTED TO VEND WITHOUT HAVING PAID THEIR BALANCE IN FULL.

NO REFUNDS WILL BE OFFERED AFTER PAYMENT HAS BEEN ACCEPTED. ANYONE WHO IS UNABLE TO ATTEND THIS YEARS EVENT AFTER SUBMITTING PAYMENT CAN PUT THEIR PAYMENT TOWARDS NEXT YEAR'S EVENT.

This agreement shall be constructed as having been made in the State of New York and the laws of said State of New York shall be applicable to its interpretation and enforcement (applicable law).

This instrument, including all rules, regulations, and terms indicated herein as well as in the Rules & Regulations, constitutes the entire agreement between the parties and no agent or employee of either party is authorized to make orally any addition thereto or modification thereof. In the event that by unavoidable casualty including fire, water, windstorm, cyclone, hurricane, earthquake or causes arising from supervening and uncontrollable force or accident, the use, benefit of enjoyment by the Licensee of all or part of the Society venue and grounds or facilities, shall be interfered with or diminished, the Society shall not be obligated to the Licensee to provide other building, grounds, or facilities, nor to return to the Licensee all of any part of the fee above provided for, nor

shall the Licensee be entitled to recover from the Society any part of all of such lease fee for any damage whatsoever by reason of the occurrence of any of the foregoing.

THIS AGREEMENT IS REVOCABLE AT ANY TIME BY THE SOCIETY WITHOUT LIABILITY FOR DIRECT OR CONSEQUENTIAL DAMAGES TO THE LICENSEE. THE SOCIETY HAS INCURRED CONSIDERABLE TIME AND EXPENSE IN PROMOTING THE FORTHCOMING FESTIVAL INCLUDING THE PLACEMENT OF LICENSEES ON THE VENUE GROUNDS. AS A RESULT, THIS AGREEMENT IS NOT SUBJECT TO CANCELLATION OR REVOCATION BY THE LICENSEE. THIS AGREEMENT IS SUBJECT TO ALL THE RULES, REGULATIONS, AND TERMS HEREIN AS WELL AS IN THE RULES AND REGULATIONS AND THE UNDERSIGNED ACKNOWLEDGES THEY HAVE READ AND ACCEPT SUCH CONDITIONS.

X.... PLEASE INITIAL THAT YOU HAVE READ THE ATTACHED RULES & REGULATIONS.

IN WITNESS WHEREOF, the parties hereto have signed and delivered these presents in duplicate on _____

WNY VEGFEST

x _____
LICENSEE

WNY VegFest 501(c)3 Rules and Regulations

1.ETHICAL PRACTICES. The Licensee agrees to exercise this Agreement without infringement upon the rights of others, to handle or sell no commodity for which an exclusive right has been granted to others, nor to engage in any business, see or distribute any commodity on the venue grounds except as expressly stipulated in this Agreement, and to confine all his/her operations to the space described on this agreement and not in any way operate in the aisles or in such a manner as to be a nuisance or annoyance to the public or to other exhibitors. The licensee further agrees not to distribute or sell anything which in the judgment of the Society is unwholesome or detrimental to health, or not 100% vegan, or which is designed to be misleading as to its contents or use, or contrary to law or public morals, or in conflict with the established medical or legal practices, or which attacks established religions, or is subversive to the United States Government, or do any other thing not in accordance with law and the highest business or professional ethics. The Society reserves the right to prohibit the sale or distribution of any item or merchandise or printed matter which in the opinion of Society Management is not in the best public interest, or which is not in keeping with aims and purposes of the Society.

2.PERMITS AND LICENSES All vendors are responsible for obtaining any required health permits and/or licenses for the event. Any vendor without the appropriate permits and/or licenses will not be allowed to set up at the event.

3.PLACEMENT AND OPERATIONS OF EXHIBITS. All exhibits must be properly placed by 11am of the event day. The Society reserves the right to exclude any exhibit not ready and in place at the start time of the festival. During the official open hours of the event, all exhibits must be open to the public and in the charge of a competent attendant. For security reasons, exhibitors must leave the building/grounds in which their exhibits are located within 30 minutes after the public has left at closing time (6pm).

4.CHARACTER AND ARRANGEMENT OF EXHIBITS. The Society reserves the right to reject any exhibit or proposed exhibit. Arrangement of exhibits must be such as not to obstruct the view of other exhibits. All decorations must be flameproof. Crepe and corrugated paper decorations are not permitted. Latex balloons are not permitted. Cut evergreens and plastic flowers are not permitted. No second-hand articles shall be exhibited or sold unless they be in the category of "antique." Sound devices or radio broadcasting facilities cannot be used without specific written permission from the Society. For exhibits located in the building, floor coverings must not be sealed to the carpeted floor and must be removed at the close of the festival. Partitions or signs placed around or made a part of any exhibit shall not be more than eight feet high and shall not extend beyond the space allotted. When such partitions are used, they must be neatly backed in such a manner as to not detract from the appearance of space occupied by adjoining exhibitors and must be acceptable to the Society. Exhibits located adjacent to the building perimeters are permitted to extend a partition and/or a sign half of the depth of exhibit area from an existing wall with no height limitations. The remaining front portion of exhibit area may not extend over four feet in height.

5.SIGNS. All signs (including sandwich boards) and the placing thereof must meet the approval of the Society.

6.INDUCEMENTS. A Licensee offering any article, merchandise or other thing to be disposed of by the drawing of lots or use of tickets as a gift or inducement must comply with the New York State Laws and written permission must be obtained from the Society. The Society requires that any such gift or inducement must be that which is normally manufactured and/or sold by the Licensee and that notification in list form of winners (names and addresses) be sent to the Society within seven days after close of WNY VegFest.

6.PRICE POSTING. Licensee shall post in a conspicuous manner at the front entrance of its booth showing prices of meals, lunches, drinks and all other articles to be sold under this Agreement. The size of sign or bill of fare and place of posting to be approved by the Society.

7.MAINTENANCE. Licensee hereby agrees that he/she shall, prior to the commencement of the term hereof, and at his own cost and expense, make such improvements, repairs, painting and general rehabilitations of the said concession more attractive. Licensee, when applicable, shall pay for installation, dismantling and structures cannot be changed, without prior permission in writing from the Society.

8.INDEPENDENT CONTRACTOR STATUS. Licensee, in the performance of his functions, duties, and obligations herein, shall at all times be and act as an independent contractor. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the parties hereto, or as constituting Licensee as an agent or employee of the Society in any manner whatsoever, nor shall any part of this agreement be construed as giving Licensee any authority whatsoever to bind the Society in any manner whatsoever. Licensee, hereby agrees, covenants and warrants that the Society shall not be liable for any salaries or sums of money due employees of Licensee nor for any expense incurred by Licensee, nor for any debt contracted by Licensee.

9.COMPLIANCE WITH LAWS ON EMPLOYMENT. *WHERE APPLICABLE ONLY* Licensee shall furnish to the Society certification satisfactory to the Society that full Worker's Compensations Insurance coverage in accordance with all applicable laws of the State of New York and covering persons employed by Licensee, has been obtained by Licensee, prior to Licensee's entry onto the premises hereunder. Licensee shall be solely and absolutely responsible for compliance with all applicable laws, regulations, and rules concerning employments, whether municipal, state or federal. Licensee hereby agrees and covenants and undertakes to save and keep Society harmless from and against any and all loss, cost, expense, liability, or damage, and any and all claims, demands, or liabilities by or to any and all employees of Licensee or others, on account of or occasioned by Licensee's operations hereunder.

10.INDEMNIFICATION & HOLD HARMLESS. To the fullest extent permitted by law, the Licensee shall indemnify, defend and hold harmless Society and its respective officers, agents, employees, affiliates, parents, and subsidiaries from any against all claims, demands, causes of action, damages, costs, losses, liability, and expenses including but not limited to attorneys' fees, with respect to alleged or actual bodily injury, sickness, disease or death, or to alleged or actual injury of destruction of tangible property alleged or actually arising out of or resulting from, in whole or in part, the alleged or actual (1) occupancy of the Premises by the Licensee or by anyone allegedly or actually employed directly or indirectly by the Licensee, or by anyone for whose acts or omissions the Licensee is allegedly or actually employed directly or indirectly by the Licensee's alleged or actual subcontractors or sub-lessees; or (2) total or partial performance or nonperformance of this Agreement by the Licensee or by anyone allegedly or actually employed directly or indirectly by the Licensee, or by anyone for whose acts or omissions the Licensee is allegedly or actually liable, or by the Licensee's alleged or

actual subcontractors or sub-lessees; or (3) failure to comply with the terms or conditions of this Agreement by the Licensee or by anyone allegedly or actually employed directly or indirectly by the Licensee, or by anyone for whose acts or omissions the Licensee is allegedly or actually liable, or by the Licensee's alleged or actual subcontractors or sub licensees.

11.FIRE REGULATIONS. No gasoline in any form or manner will be permitted in or adjacent to exhibition building, tents or the areas of tents. All propane and propane tanks must be provided only by a vendor, which the Society has approved. No Licensee shall use open flame, inflammable liquid, compounds, propane or other inflammable substances, compressed gas or oil burning equipment without first obtaining the written permission of the Society and the Fire Department.

12.CARE OF EXHIBIT. Licensee will care for Licensee's own exhibit and after closing hours shall sweep or rake debris to the front of the Licensee's exhibit where the Society's clean-up crew will collect and remove rubbish. Licensees shall ensure that all employees and agents are at all times cleanly and neatly clad, orderly and polite in their conduct and speech, and that the leased area is kept clean. All property of the Licensee and other shall be at their sole risk and the Society shall not be responsible in any way for any loss of or damage to such property.

13.RELEASE AND REMOVAL OF EXHIBITS. All exhibits and exhibit materials must be removed by 6:30pm on August 4, 2019. Anything left behind will become the property of the Society without further notice. No exhibits shall be removed from the grounds until the festival has officially ended at 5:00pm August 4, 2019.

14.DELIVERIES Deliveries to the Licensee on the grounds of the Society shall be made only in accordance with schedules and rules established by the Society. All vehicles are subject to inspection by the Society.

15.PURVEYOR PRIVILEGES: Licensee shall use only authorized purveyors and other services approved by the Society and in accordance with rules and regulations established by the Society.

16.REFUSE. All refuse shall be placed in garbage bags or boxes (not to exceed 50 lbs in weight) and placed in front of stand. Anyone not complying will be charged for special service. Anyone who leaves their area a mess at the end of the event will not be allowed back the following year.

ANYONE WHO DOES NOT COMPLY WITH THE RULES AND REGULATIONS WILL BE NOT ALLOWED BACK FOR NEXT YEARS WNY VEGFEST IN ADDITION TO BEING REMOVED IMMEDIATELY FROM THE PREMISES.

HAVE FUN, ENJOY YOURSELF, BE KIND, BE POLITE, AND PLEASE BE RESPECTFUL TO ALL FELLOW EARTHLINGS, INCLUDING ALL OTHER HUMANS AT THIS EVENT. REGARDLESS OF PERSONAL ISSUES THE SOCIETY EXPECTS EVERYONE TO GET ALONG FOR THE DURATION OF WNY VEGFEST AS WE ARE ALL IN THIS TOGETHER.

X _____ (PRINT NAME)

X _____ (SIGN