



**WNY VEGFEST 2023
VENDOR CONTRACT**

Location: Johnnie B Wiley Sports Pavillion, 1100 Jefferson Ave, Buffalo, NY 14208 (Outdoor, rain or shine)

Date: Sunday, August 6th, 2023

Time: 12 - 6 PM

Join us in giving Western New York another one-of-a-kind, fully vegan festival celebrating a healthy, compassionate, and sustainable plant-based lifestyle in a vibrant setting! WNY VegFest features world-renowned speakers, exhibitors, vendors, delicious and healthy food, a children’s program, entertaining performances, and more!

Previous events have attracted more than 9,000 people from across Western New York, Northwestern PA, and Southern Ontario. This highly anticipated event provides vendors plenty of visibility and is an excellent opportunity to interact directly with the community.

Space is limited as this is an outdoor event held within the confines of the venue space and abides by COVID-19 restrictions. Booth location is assigned by event management, with preference given to sponsors and early registrants. Your booth space will not be reserved until WNY VegFest has received a completed Contract. **Please complete and submit this Contract by July 31st, 2023.**

Your participation in this extraordinary event will be an integral part of our success. We look forward to your contribution to WNY VegFest!

REGISTRATION:

FOOD VENDOR
This category is for restaurants, catering companies, and any business preparing food on-site, selling food items that are not prepackaged, or anyone selling meal items. Access to electricity is included in this price. *Please note all food sold on-site must be prepared on-site or in a health dept regulated facility.*
<input type="checkbox"/> \$350
Please provide EIN:

FOR-PROFIT BUSINESS
This category is for anyone selling anything that is not edible, beyond the exception of fresh produce, packaged coffee, oils, vinegar, spices, salad dressings, factory-packaged snacks, and/or pet treats. No exceptions. Access to electricity is not included in this price.
<input type="checkbox"/> \$225
Please provide EIN:



WNY VEGFEST 2023
VENDOR CONTRACT

BAKERY VENDOR

This category is for anyone selling *baked goods only*. No other food items will be allowed at a bakery booth. No exceptions. Access to electricity is not included in this price.

\$265

Please provide EIN:

NON-PROFIT, INFORMATION ONLY

This category is for anyone who is a registered non-profit and will not have items for sale. Proof of legal non-profit status is required for this pricing. No exceptions. Access to electricity is not included in this price.

Single Rate \$100

Please provide EIN:

NON-PROFIT WITH ITEMS FOR SALE

This category is for anyone who is a registered nonprofit wishing to sell items onsite. Proof of legal nonprofit status is required for this pricing. No exceptions. Access to electricity is not included in this price.

Single Rate \$150

Please provide EIN:

ANIMAL RESCUE GROUP or SANCTUARY

This category is for animal sanctuaries, rescue groups, and animal shelters. *Please note that animals are not permitted at the festival per venue insurance guidelines.* No exceptions. Access to electricity is not included in this price.

Single Rate \$70

Please provide EIN:

FARMER / FOOD GROWER

This category is for anyone selling produce, microgreens, or plants. If you intend to sell a variety of items beyond what is listed above, please register as a for-profit vendor. No exceptions. Access to electricity is not included in this price.

Single Rate \$80

Please provide EIN:



**WNY VEGFEST 2023
VENDOR CONTRACT**

NOTE: Vendors are responsible for bringing their own tables, chairs, and canopy tents. This is a rain or shine event. We strongly advise bringing a canopy tent. However, stakes to secure tents are PROHIBITED. Please use weights such as gallons of water or cinderblocks to secure your canopy tents. You may bring as many tables as you can fit in your 10' x 10' booth space. Booth spaces are mapped out in advance. Additional space is available below.

ADDITIONAL OPTIONS
<input type="checkbox"/> Electricity: \$25 (You are guaranteed 20 amps of power. If you will need to plug in more than two kitchen appliances, you will need to bring a generator.) <i>Please note: Electricity is already included for Food Vendors! 20amps max allowed per vendor.</i>
<input type="checkbox"/> Double Booth (an additional 10' X 10' booth space): \$50
<input type="checkbox"/> Choice of location (pending availability) \$50

PLEASE FILL OUT THE FOLLOWING AND SEND WITH PAYMENT

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

PLEASE MAIL FORMS AND PAYMENT TO: WNY VegFest - Sara Rogers 3 Woodstream Drive Lancaster, NY 14086
Contracts may also be scanned or photographed and sent to sarawnyvegfest@gmail.com OR wnyvegfest@gmail.com.

VENDOR INFORMATION AND PAYMENT
Company Name:
Type of Business:
Contact Name:
Phone Number:
Email Address (must be active):
Company Address:
Company Website:
DBA:
Name (Primary Contact):
Phone Number:



**WNY VEGFEST 2023
VENDOR CONTRACT**

Address:		
Fax Number:		
<input type="checkbox"/> Check Enclosed (Payable to WNY VegFest) <input type="checkbox"/> Credit Card (processed securely via PayPal)		
Credit Card: Visa, Mastercard, American Express, and Discover) Credit Card Number:		
Expiration Date:	Security Code:	Zip Code:
Cardholder Name:		
Signature:		
Date:		

Upon receipt of the contract, no refunds will be issued. 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 of sales to all. WNY VegFest reserves the right to deny any items unfit for this event, including fundraising items sold exclusively by the society and/or selected sponsors 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, silk, whey, or any other animal-derived products).

LOAD-IN:

Vendors are responsible for their own load-in and load-out. Dollies, carts, and wagons are encouraged to help transport equipment and goods from your vehicle to your exhibit space as none will be provided.

Please be advised that loading and unloading area access is limited. We strongly advise you to be onsite by 9:30 am to allow for ample load-in time. Please plan to come early, share the loading and unloading space, and be considerate of fellow vendors. Security will be onsite to address any issues and will have the authority to turn away any vendor that is disorderly or noncompliant, without refund.

IMPORTANT:

All vendors must have the appropriate permits to exhibit at WNY VegFest. ALL VENDORS must have a [Temporary Stand and/or Exhibitor License](#).

FOOD VENDORS:



**WNY VEGFEST 2023
VENDOR CONTRACT**

ALL FOOD VENDORS must additionally obtain a [Temporary Food Establishment Permit](#) directly through the NYS Health Department. We cannot obtain one on your behalf. Food vendors must also adhere to the Department’s [Temporary Food Stand Guidelines](#). If you have any questions about permits, contact the Erie County Health Department at 716.961.6800.

1. Please be prepared for the Erie County Health Dept to inspect your booth.
2. You will have access to 20 amps of electricity. If you will need to plug in more than two kitchen appliances, you will need to bring a generator.
3. **If you are using a propane grill, please obtain the appropriate propane permit.** You will NOT be allowed to use propane without one. **CHARCOAL GRILLS ARE PROHIBITED PER VENUE GUIDELINES.**

WNY VEGFEST Sunday, August 6th, 2023, 3 Woodstream Drive Lancaster, NY 14086. Held at Johnnie B Wiley Sports Pavillion, 1100 Jefferson Ave, Buffalo, NY 14208

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:

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 Johnnie B Wiley Sports Pavillion in the City of Buffalo, NY, during the hours of 8:00 am - 7:30 pm on Sunday, August 6th, 2023, for the purpose of exhibiting and/or selling goods or services, and for no other purpose or use. The Licensee hereby agrees only to 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 an associated philosophy that rejects the commodity status of sentient animals. NOTE: silk, wool, pearls, feathers, leather, suede, casein, whey, milk, eggs, and honey are all products that are NOT vegan and therefore NOT allowed in any products or services offered at WNY VegFest.)



**WNY VEGFEST 2023
VENDOR CONTRACT**

THE LICENSEE AGREES TO SUBMIT CONTRACT AND PAY ALL VENDOR FEES BY MONDAY, JULY 31ST, 2023.

Print Name:
Signature:

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 YEAR'S EVENT AFTER SUBMITTING PAYMENT CAN APPLY 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 or 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.

IN THE UNLIKELY EVENT THAT CLOSINGS ARE REQUIRED BY THE HEALTH DEPT, A FUTURE DATE WILL BE SET FOR THE RESCHEDULED EVENT.

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:	
X	WNY VEGFEST LICENSEE WNY VegFest 501(c)3



**WNY VEGFEST 2023
VENDOR CONTRACT**

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 the 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 or exhibit at the event.

3. **PLACEMENT AND OPERATIONS OF EXHIBITS.** All exhibits must be properly placed and ready to exhibit by 11:30 am on the event day. You can arrive at 8 am to begin set up. 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 accordance with the closing time of Johnnie B Wiley Sports Pavillion.

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 are in the category of "antique." Sound devices or radio broadcasting facilities cannot be used without specific written permission from the Society. Canopy tents may not be staked into the ground and must instead be secured by weights, gallons of water, or cinderblocks. 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 the exhibit area from an existing wall with no height limitations. The remaining front portion of the exhibit area may not extend over four feet in height.

5. **SIGNS.** All signs (including sandwich boards) and the placement 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



**WNY VEGFEST 2023
VENDOR CONTRACT**

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 the close of WNY VegFest.

7. **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 the sign or bill of fare and place of posting are to be approved by the Society.

8. **MAINTENANCE.** Licensee hereby agrees that he/she/they shall, prior to the commencement of the term hereof, and at his own cost and expense, make such improvements, repairs, painting, and general rehabilitation 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.

9. **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 to employees of Licensee nor for any expense incurred by Licensee, nor for any debt contracted by Licensee.

10. **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 employment, whether municipal, state, or federal. Licensee hereby agrees and convenes 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.

11. **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



**WNY VEGFEST 2023
VENDOR CONTRACT**

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.

12. FIRE REGULATIONS. No gasoline in any form or manner will be permitted in or adjacent to exhibition areas, 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.

13. CARE OF EXHIBIT. Licensee will care for Licensee's own exhibit and, after closing hours, shall sweep or rake debris into garbage bags or boxes (not to exceed 50 lbs in weight) and place at the front of the Licensee's exhibit where the Society's clean-up crew will collect them and remove rubbish. Anyone not complying will be charged an additional \$100 fee for special service. Anyone who leaves their area a mess at the end of the event will not be allowed back the following year. 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 others 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.

14. RELEASE AND REMOVAL OF EXHIBITS. All exhibits, and exhibit materials must be removed by 7:30 pm on Sunday, August 6th, 2023. 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 6:00 pm Sunday, August 6th, 2023.

15. 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.

16. 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.

ANYONE WHO DOES NOT COMPLY WITH THE RULES AND REGULATIONS WILL BE NOT ALLOWED BACK FOR NEXT YEAR'S 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.

Print Name:
Signature:

Thank you for your support, and we look forward to another successful event!