



Dear Potential Festival Food Vendor,

Thank you for your interest in participating in the 2017 Harvest Festival at Bethel Woods, which is now in its **19th season**. The Harvest Festival continues to be a unique event with an eclectic blend of farmers, artisan and crafters, live music, fresh food, special events, children's activities, and educational and historical programming. The Festival averages 3,500 visitors per week.

Our food vendors are an integral part of the festival; we want to offer our guests the best tasting, highest quality food available. The following criteria will be used to select the food vendors for this season: food quality (a sample will be required), event experience, variety of offerings, and commitment to the entire season (5 weeks).

We encourage you to apply to be a part of this season by completing the enclosed paperwork including the one-time participation fee of \$150.00 payable to The Bethel Performing Arts Center (will be returned if not selected). We are pleased to continue working with our partner Spectra Food Services for weekly support of our food vendors. **The application deadline is May 11, 2017.** Notification of acceptance will be sent by May 25, 2017. **The 2017 dates are as follows:**

September 3
September 10
September 17
September 24
October 1

To apply for the 2017 season, please email the fillable application and attachments to kzalewska@bethelwoodscenter.org or mail the enclosed application and vendor agreement along with supporting documents to:

Attn: Kasia Zalewska
Harvest Festival
Bethel Woods Center for the Arts
P.O. Box 222
Liberty, NY 12754

****PLEASE DO NOT STAPLE YOUR APPLICATION ****

Please feel free to reach out with any questions by calling 845-583-2193 or sending an e-mail at: kzalewska@bethelwoodscenter.org. Thanks for your interest in the Harvest Festival at Bethel Woods!

Sincerely,

Kasia Zalewska

Kasia Zalewska, Festivals Coordinator

*****Save the date** The 2017 Gathering at Bethel Woods will take place on Saturday, July 1st. The 2017 Wine Festival will be held on Saturday, October 7th. The 2017 Craft Beer Festival will take place on Saturday, October 14th. The 2017 Holiday Market will be on Saturday, December 2nd, and Sunday, December 3rd. ** FOR AN APPLICATION, PLEASE CONTACT KASIA OR VISIT OUR WEBSITE.***



2017 FOOD VENDOR APPLICATION

NY State Sales Tax ID (if applicable) #:

Business Name: _____

 Name Daytime Telephone Mobile Phone

 Mailing Address

 Email Website

 Vehicle Make and Color: _____ License Plate: _____

 Insurance Company

****Attach Copy of Certificate of Insurance with Additional Insured as per Sample****

Is this your first time applying to the Harvest Festival? Yes No

Please place a ✓ in the box corresponding with the dates that you would like to be considered for participation, please only mark those dates in which you are sure you can participate.

September 3	September 10	September 17	September 24	October 1

NOTE: Application due by May 11th. Please make checks and money orders payable to The Bethel Performing Arts Center, LLC- Acceptance to be at the sole discretion of the Harvest Festival at Bethel Woods. If you wish to pay by credit card please contact the office.

Please calculate your fee
 One Time Participation Fee (due with application): \$ _____

Weekly Stall Fees:
 Food Court: Number of Sundays: (5) x \$150.00 each day: \$ _____
 Stand Alone: Number of Sundays (5) x \$100.00 each day: \$ _____

Complimentary Festival Shirt (circle one):
Male / Female: S M L XL XXL

Total Enclosed/ Due: \$ _____

PLEASE READ AND SIGN THE ENCLOSED VENDOR AGREEMENT AND RULES AND REGULATIONS.

Mail or email all documents and photos to:
 Harvest Festival *Bethel Woods Center for the Arts*PO Box 222*Liberty, NY 12754*
kzalewska@bethelwoodscenter.org



Please list the most recent events that you have participated as a vendor in.

Event	Date	Location
Event	Date	Location
Event	Date	Location
Event	Date	Location
Event	Date	Location

Would you like to suggest or refer any vendors? If so, please list their contact info below.

Business	Contact name	Contact info
Business	Contact name	Contact info
Business	Contact name	Contact info
Business	Contact name	Contact info
Business	Contact name	Contact info



FOOD VENDOR LICENSE

This License (sometimes referred to as the “Agreement”) is entered into this ____ day of _____, 2017 by and between The Bethel Performing Arts Center, LLC., as Licensor, and _____, having a principal office or residence at _____ as Licensee.

Whereas, Licensor desires to continue to promote the general welfare of Sullivan County and the surrounding region by conducting the Harvest Festival at Bethel Woods (the “Festival”) which is intended, among other things, to celebrate the beauty of Sullivan County and to increase public awareness of local products; and

Whereas, another purpose of the Festival is to continue to educate the general public of the role that local craft and farming have played in the region and providing the opportunity for the display and increased appreciation for and knowledge of such products and skills;

Whereas, the Festival is also intended to continue to promote the awareness and use of the lands which were a part of the historic 1969 Woodstock Festival (the “Site”): and

Whereas, to help promote the foregoing goals, and thereby also attracting new visitors to Sullivan County and the surrounding region, the Festival will be held on a portion of the Site five (5) Sundays in the late summer and early fall of 2017 during the hours of **11:00 a.m. and 4:00 p.m.**, on each of **September 3, 10, 17, 24, and October 1**; and

Whereas, Licensee desires to participate in the Festival as a farmer’s market vendor or exhibitor, subject to and in accordance with this License.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Licensor and Licensee hereby agree:

1. **Revocable License:** Subject to the terms of this License, the Licensor hereby grants to Licensee, and Licensee hereby accepts, this revocable License to display and sell the Licensee’s crafts at the Festival (such crafts being generally described or shown on Licensee’s Crafts Village Application). This License is subject to the provisions hereof as well as the Rules and Regulations attached hereto and made a part hereof, which Rules and Regulations may be amended by Licensor from time to time. Licensee agrees to comply with this License and the Rules and Regulations, as they may be amended from time to time. Licensee understands that this License creates no tenancy, present interest, or any other estate in favor of Licensee and that Licensor may revoke this License and the rights under it at any time for any reason whatsoever. If revoked, Licensor agrees to raise no objection thereto and to fully and immediately comply with Licensor’s instructions relating to revocation.

2. **Release of Licensor and Indemnification:** Licensee hereby releases and agrees that none of Licensor, Bethel Woods Center for the Arts, Inc., The Bethel Performing Arts Center, LLC, The Museum at Bethel Woods, Star Path Farms Inc., ARKAY, LLC, the Town of Bethel, the County of Sullivan, the County of Sullivan Industrial Development Agency nor any of their respective parents, affiliates, or subsidiaries, or any of their respective officers, directors, members, partners, trustees, employees, agents, or representatives (collectively, the “Licensor Parties”) shall have or incur any liability or loss whatsoever arising out of or in connection with Licensee’s participation with or at the Festival including without limitation any injury or damage to it or any person, any person employed or retained by it, or any property including any property of it or used or enjoyed in connection with the Festival, including without limitation any farm products displayed by it. Licensee hereby agrees to be responsible for and to indemnify and hold harmless each of the Licensor Parties from and against any and all claims, actions, demands, expenses, liabilities, losses, injury or death to persons, or damage to or loss of property, arising out of or in connection with this License or the Festival and regardless of any actual or alleged negligence of any of the Licensor Parties. The provisions of this paragraph shall survive expiration or termination of Licensee’s involvement with the Festival.

3. **Permits & Licenses; Requirements with Law:** Licensee shall at its expense timely obtain and it shall maintain all governmental approvals, permits, authorizations, and licenses to permit it to participate and offer and sell its crafts at the Festival in accordance with the requirements of law including, but not limited to, New York State tax numbers and authorizations. Proof that Licensee has obtained all such permits and authorizations shall be promptly delivered to Licensor and Licensee shall be solely responsible for the timely collection and reporting and payment of all New York State sales taxes. None of the Licensor Parties shall have any responsibility or liability for Licensee’s failure to comply with the provisions of this paragraph. Licensee shall prominently display its tax identification number at its designated craft location at the Festival at all times, and prior to its first Festival day provide Licensor with a current and accurate copy. In addition to the foregoing, Licensee agrees to fully and timely comply with all applicable laws, rules and regulations relating to its work or participation at the Festival.

4. **Standard of Quality & Craft Personnel:** Licensee shall at all times keep and maintain a neat and clean appearance and be courteous to all persons and staff participating in the Festival, including other vendors and visitors. Licensee shall not during the Festival or within the two-hour period prior or after it consume any alcoholic beverages, nor shall any such beverages be brought

to the Festival. Licensee agrees that at all times during the Festival it shall keep the area designated to it by the Licensor in safe, attractive, neat, and clean condition. All vehicles, packing containers, excelsior and similar materials are to be removed from the exhibit area upon completion of the set up and prior to the opening of the Festival and otherwise safely deposited and secured.

5. **Electric or Utility Needs:** If electric or other utilities are needed, Licensor will try to accommodate these needs if given sufficient notice, but Licensor shall have no obligation to do so.

6. **Handling of Money, Etc.:** Licensee is solely responsible for the handling and safety and security of money relating to the Festival and Licensee shall arrange for and undertake for the protection thereof without any liability whatsoever as to the Licensor Parties.

7. **No Liability to Licensor Parties:** The Licensor Parties shall have no liability whatsoever to Licensee, its staff, or otherwise if there shall be any damage or injury or loss due to fire, theft, accident or other cause. If Licensee damages any property on the Festival site, Licensee shall be liable for the cost to repair or replacement as deemed necessary or appropriate by Licensor.

8. **Set-Up & Preparation:** Licensee must be set up a half hour prior to opening of Festival (by 10:30 AM). Licensor shall designate the location of Licensee's space. Licensee arriving after this time may be excluded from participating in the Festival for that day without refund of fees.

9. **Fees:** In order to participate in the Festival, Licensee shall pay to Licensor a one-time, non-refundable fee of \$150.00 prior to the start of the Festival. In addition, Food Vendors selling at the food court shall pay a fee of \$150.00 per week, stand-alone vendors shall pay \$100.00 per week. Fees shall be collected prior to the Festival.

10. **No Assignment or Subletting:** Licensee shall have no right to and it shall not assign or sublet this License or any rights or obligations hereunder, including any space designated to it.

11. **Termination of Agreement, Etc.:** Licensor reserves all rights and remedies available to it under law and in equity, as well as the right by Licensor to terminate the participation of any Licensee on notice thereto, for any failure to comply with this Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to conflict of law principles. The waiver of any breach of this Agreement shall not constitute or operate as a waiver of any other breach of such provision, or of any other provisions of this Agreement, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions hereof. This Agreement cannot be changed orally. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

By signing below, Licensee agrees to accept and abide by the terms and provisions of this License including the Rules and Regulations.

Licensee:

By: _____

Date: _____

Licensor:

The Bethel Performing Arts Center, LLC

Date: _____



FOOD VENDOR RULES AND REGULATIONS

The Harvest Festival at Bethel Woods is a place for the community to celebrate and enjoy the talent, beauty, and bounty of the region. In order to maintain the integrity and the mission of the Harvest Festival the following rules and regulations will be implemented. Please consider these criteria before submitting an application.

1. All food vendors must adhere to the rules and regulations as set forth by the NYS Department of Health.
2. All products must be clearly priced.
3. At the Harvest Festival, safety is of the utmost importance. We ask that you drive with caution within the festival grounds and help us to promote a safe working environment for all.
4. Each vendor must provide their own display materials. i.e. chairs, tables, racks, shelves.
5. Each vendors display must fit neatly within their assigned space. This space must be kept organized with boxes, wires, crates, and coolers out of site in order to provide a pleasant curb appeal.
6. Each vendor should display their business name within their space.
7. Set up begins at 8:00 am each Sunday. Cars must be moved from the site by **10:30 am**, no exceptions! Any person arriving after 10:15 am will have forfeited their space.
8. The Harvest Festival closes at 4:00 pm. Vendors are required to stay until closing time. Vehicles are not permitted on the site until **4:30 pm** or in certain circumstances "all clear" from staff, in order to allow visitors to safely exit.
9. The Harvest Festival is held rain or shine. Every attempt is made to create a comfortable environment in the event of bad weather. Your fee will be forfeited if you choose not to vend on such a day.
10. The Harvest Festival promotes peace and affability. Bickering and unkind remarks between vendors will not be tolerated.
11. All complaints and suggestions may be submitted in writing to the Festivals Coordinator.
12. **Pets of any kind, this includes dogs, are strictly prohibited from the Harvest Festival site. Service Animals of any kind, including guide dogs, signal dogs or other animals that are individually trained to provide assistance to an individual with a disability are always welcome at Bethel Woods. Service animals at Bethel Woods must remain on a leash at all times and act in a manner that adheres to the behavioral expectations outlined by the Americans with Disabilities Act.**
13. All vendors must adhere to additional guidelines, instructions, or directions from Bethel Woods staff.

Failure to comply with the above rules and regulations will result in a warning followed by possible removal from the grounds and exemption from participation in further events. Please sign this document in order to express your understanding of the rules and regulations of The Harvest Festival at Bethel Woods.

Vendor

Date