



Dear Potential Food Vendor,

Thank you for your interest in the 6th Annual Wine Festival at Bethel Woods Center for the Arts, and the 5<sup>th</sup> Annual Craft Beer Festival at Bethel Woods. **The Wine Festival** at Bethel Woods will be held on **Saturday, October 7<sup>th</sup>, 2017** from 12:00pm – 5:00pm. The **Craft Beer Festival** will be held on **Sunday, October 14<sup>th</sup>, 2017** from 12:00 – 5:00 pm.

The Wine & Craft Beer Festivals both showcase the best in the area, live music, games, delicious foods, and more. Vending hours will be from **12:00pm until 5:00pm**. Vendors may arrive any time after 9:00am to set up. **All set up must be completed, with cars parked by 11:00am** as gates open promptly at 12:00pm. The one-time fee is \$ **150.00 per event**.

Please note, vendor space is limited, and the event is juried. **Please do not submit payment or plan to vend unless an official acceptance is received.** Applications will continue to be accepted until all spaces are filled. Please mail or email the enclosed application and supporting documents by **August 04, 2017** to:

Kasia Zalewska  
Bethel Woods Center for the Arts  
PO Box 222  
Liberty, NY 12754  
[kzalewska@bethelwoodscenter.org](mailto:kzalewska@bethelwoodscenter.org)

Please note that locations will be assigned in the order that applications with full payment are received.

The following should be included with your application by August 04, 2017:

- Signed vendor agreement
- Copy of New York State Sales Tax Certificate if you sell taxable items
  - Complete listing of items for sale
- Certificate of Insurance with required additional insured language
  - Copies of Workers' Compensation if applicable
- New York State Department of Health Permit (if you do not already possess one, please allow adequate time for application process)

Sincerely,

*Kasia Zalewska*

Kasia Zalewska, Festivals Coordinator  
Bethel Woods Center for the Arts

**\*\*Save the date\*\* The 2017 Harvest Festival will take place on Sundays, September 3<sup>rd</sup> thru October 1<sup>st</sup>. The 2017 Peace, Love & Food Trucks Festival will be on Saturday, August 19<sup>th</sup>. The 2017 Holiday Market will be on Saturday, December 2<sup>nd</sup>, and Sunday, December 3<sup>rd</sup>. \*\* FOR AN APPLICATION, PLEASE CONTACT KASIA OR VISIT OUR WEBSITE.**



**CRAFT REGISTRATION  
WINE FESTIVAL AT BETHEL WOODS  
10.7.17  
CRAFT BEER FESTIVAL AT BETHEL WOODS  
10.14.17**

Name: \_\_\_\_\_

NY State Sales Tax ID #:

Contact

Daytime Telephone

Fax

Mailing Address

Email

Website

Vehicle Make and Color: \_\_\_\_\_ License Plate: \_\_\_\_\_

Briefly describe your work, price range and any special requests that you may have.

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.

<b>Wine Festival</b> 10.7.17	<b>Craft Beer Festival</b> 10.14.17
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**NOTE: Please DO NOT send your payment until you receive your acceptance letter. Vendor Fee is \$150.00  
Please make check and money orders payable to The Bethel Performing Arts, LLC**

Vending hours are from **12:00 am** until **5:00 pm**. Vendors may arrive any time after **9:00 am** to begin set up. **We require all vendors to be completed with set up, with their vehicles parked by 11:00am!**

**PLEASE READ AND SIGN THE ENCLOSED VENDOR AGREEMENT.**



## WINE FESTIVAL LICENSE

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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 various musical, educational, and other events, including a Wine Festival (the “Festival”) which activities are intended, among other things, to celebrate the beauty of Sullivan County and to increase public awareness of NY Wines; and

**Whereas**, another purpose of the Festival and the other activities at Bethel Woods is to continue to educate the general public of NY Wines by providing the opportunity for the display, sale, and increased appreciation for and knowledge of such wines; and

**Whereas**, the Festival and Bethel Woods are 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 on **October 7, 2017**, during the hours of **12:00 p.m. and 5:00 p.m.**; and

**Whereas**, Licensee desires to participate in the Festival as a Wine 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 products at the Festival (such products being generally described or shown on Licensee’s Wine Festival Registration). 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 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 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:** Prior to the serving of any Products, 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 products at the Festival in accordance with the requirements of law including, but not limited to, New York State tax numbers and authorizations as well as Off Premise Tasting Permits. 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 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. **Hold-Harmless Clause and Insurance:** Licensee participating in the Festival shall name Bethel Woods Center for the Arts, Inc., The Bethel Performing Arts Center, LLC, The Town of Bethel, the County of Sullivan, the County of Sullivan Industrial Development Agency, Star Path Farms, Inc, Arkay, LLC and each of their respective trustees, members, officers, directors, employees and representatives (collectively, the “Bethel Woods Parties”), as an additional insured on the insurance policies to be carried by the Licensee as set forth. The Licensee shall carry for the duration of the Festival general comprehensive liability

insurance, product liability insurance, automobile liability, and workers' compensation insurance (where they have employees or otherwise retain persons to work with them), naming each Bethel Woods Party (other than as to workers' compensation insurance) as an additional insured. The insurance carriers must be authorized to do business in NYS and otherwise be acceptable to the Licensor. The amounts of the insurance coverage shall not be less than \$1,000,000 for personal injury and \$50,000 for property damage. All insurance shall be primary and non-contributory. Insurance shall cover all acts or omissions of Licensee including all its activities, without limitation, in the following matters: Load-in/Set-up, Service by Licensee or its representatives, Products Liability, and Event Days.

5. **Standard of Quality & Vendor 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.

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

7. **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.

8. **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.

9. **Set-Up & Preparation:** Licensee must be set up a hour prior to opening of Festival (by 11:00 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 prior to the Event, a non-refundable fee of \$150.00.

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: \_\_\_\_\_



## CRAFT BEER FESTIVAL LICENSE

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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 various musical, educational, and other events, including a Craft Beer Festival (the “Festival”) which activities are intended, among other things, to celebrate the beauty of Sullivan County and to increase public awareness of craft beer; and

**Whereas**, another purpose of the Festival and the other activities at Bethel Woods is to continue to educate the general public of c by providing the opportunity for the display, sale, and increased appreciation for and knowledge of such brews; and

**Whereas**, the Festival and Bethel Woods are 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 on **October 14, 2017**, during the hours of **12:00 p.m. and 5:00 p.m.**; and

**Whereas**, Licensee desires to participate in the Festival as a craft beer 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 products at the Festival (such products being generally described or shown on Licensee’s Craft Beer Festival Registration). 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 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 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 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:** Prior to the serving of any Products, 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 products at the Festival in accordance with the requirements of law including, but not limited to, New York State tax numbers and authorizations as well as Off Premise Tasting Permits. 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 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. **Hold-Harmless Clause and Insurance:** Licensee participating in the Festival shall name Bethel Woods Center for the Arts, Inc., The Bethel Performing Arts Center, LLC, The Town of Bethel, the County of Sullivan, the County of Sullivan Industrial Development Agency, Star Path Farms, Inc, Arkay, LLC and each of their respective trustees, members, officers, directors, employees and representatives (collectively, the “Bethel Woods Parties”), as an additional insured on the insurance policies to be carried by the Licensee as set forth. The Licensee shall carry for the duration of the Festival general comprehensive liability

insurance, product liability insurance, automobile liability, and workers' compensation insurance (where they have employees or otherwise retain persons to work with them), naming each Bethel Woods Party (other than as to workers' compensation insurance) as an additional insured. The insurance carriers must be authorized to do business in NYS and otherwise be acceptable to the Licensor. The amounts of the insurance coverage shall not be less than \$1,000,000 for personal injury and \$50,000 for property damage. All insurance shall be primary and non-contributory. Insurance shall cover all acts or omissions of Licensee including all its activities, without limitation, in the following matters: Load-in/Set-up, Service by Licensee or its representatives, Products Liability, and Event Days.

5. **Standard of Quality & Vendor 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.

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

7. **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.

8. **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.

9. **Set-Up & Preparation:** Licensee must be set up a hour prior to opening of Festival (by 11:00 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 prior to the Event, a non-refundable fee of \$150.00.

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: \_\_\_\_\_



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

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

How did you hear about this event?

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## VENDOR RULES AND REGULATIONS

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The Festivals at Bethel Woods are opportunities 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 Festival the following rules and regulations will be implemented. Please consider these criteria before submitting an application.

1. At the Festivals, safety is of the utmost importance. We ask that you drive with caution within the grounds and help us to promote a safe working environment for all.
2. Please note, all tables must be dressed.
3. Each vendor's display must fit neatly within their assigned space.
4. Each vendor should display their business name within their space. Signage may not exceed 8'.
5. Set up begins at 9:00 am. Cars must be moved from the site by **11:00 am** to the parking lot, no exceptions! No parking is allowed on campus. Any person arriving after 11:00 am will have forfeited their space.
6. The Festival closes at 5:00 pm. Vendors are required to stay until closing time. Vehicles are not permitted on the site until the "all clear" from staff, generally 5:20 pm, in order to allow visitors to safely exit.
7. The Festival is held rain or shine. Every attempt is made to create a comfortable environment in the event of bad weather. There are no refunds of vendor fees for no-shows.
8. The Festival promotes peace and affability. Bickering and unkind remarks between vendors, or staff will not be tolerated.
9. All complaints and suggestions may be submitted in writing to the Festivals Coordinator.
10. **Pets of any kind, this includes dogs, are strictly prohibited from the 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.**
11. 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 Festivals at Bethel Woods.

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Vendor

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Date