

**Livingston County Fairgrounds  
Total Solar Eclipse**

**Beer, Wine, Cider and Distillery Vendor Contract**

**Organizer:** Livingston Co. Ag. Soc. & Fair, Caledonia Fire Department, J.W. Jones Hall and in part Livingston County Tourism

310 Leicester St, Caledonia, NY 14423

**Vendor will participate in:** Livingston County Fairgrounds Total Solar Eclipse Celebration

**Dates:** April 6th – 8th, 2024

“You” means the Vendor. “We”, “Us”, and our means the Livingston Co. Ag. Soc. & Fair, Caledonia Fire Department, J.W. Jones Hall and Livingston County Tourism. “Event” means the Livingston County Fairgrounds Total Solar Eclipse Celebration. You and we agree that:

1. You will be present and fully operational to provide the services at the event. We will provide you with a designated space. Vendor will be responsible to bring their own table and chair unless other arrangements have been made with Michelle. You will have all required permits, insurance and licenses, including but not limited to New York State Liquor Authority Permits, Livingston County permits (if any). You are required to follow all the laws regarding proofing of age.
2. You will provide all beverages, merchandise, staff, and provide services from 12am–5pm on each day. All on site rules and instruction will be followed, including but not limited to the attached terms and conditions. You may stay open later to accommodate customers staying to listen to the band.
3. You will provide the beverage/merchandise listed in the contract. You will not sell or display/provide any other kinds of merchandise. We can remove any merchandise that we have not approved. We will not be responsible for safeguarding any removed merchandise.
4. Any security we provide is for our sole benefit. You take all risk of loss or damage to your merchandise or other property, no matter how it is caused. If you property is lost, stolen or damaged, you will not look to us for payment or reimbursement.
5. You agree to pay Livingston Co. Ag. Soc. & Fair a (\$100 nonrefundable with contract, 30 days before the event due by March 6<sup>th</sup>, 2024) for your participation in the event.
6. Any changes to this Contract must be in writing and signed by both parties.

**Proposed Beverage/Merchandise:** Please list your anticipated menu

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**Vendor Address and Contact (Phone and Email) Information:**

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## Terms and Conditions

1. Vendors will arrive for set up at the event in enough time to properly setup in the space provided prior to the publicized event start time.
2. **Weather:** The Event will operate rain or shine; however, the event may be cancelled due to unforeseen circumstances as determined in our sole and absolute discretion. Notification of cancellation will be provided by the morning on the date of the event.
3. **Merchandise:** We reserve the right to approve and deny merchandise/produce/goods that have not been approved through the proposal. We, our agents or volunteers will not be responsible for safeguarding merchandise.
4. **Health Inspections:** Vendors must provide proof of License or Certification before setup on the event site. Vendors are expected to follow all rules and regulations as set forth by New York State and Livingston County regarding tasting and sale of product.
5. **Media Release:** By signing this Contract and by participating in the Event, you agree to the following: I hereby give my consent to all photographs and recordings for possible use by us for promotional purpose, determined by us now and in the future.
6. **Trash:** Trash receptacles will be placed throughout the event site for use by attendees. A dumpster will be provided on the facility. Vendors will be responsible for all trash to be bagged and will be picked up daily.
7. **Indemnification:** You agree to indemnify, defend and forever save and hold harmless Livingston Co. Ag. Soc. & Fair, Caledonia Fire Department, J.W. Jones Hall, Livingston County Tourism and related entities/volunteers, from and against any and all damages, claims, losses, actions and causes of action, which any one of the indemnities may suffer or incur arising from your acts or the breach of any agreement, obligation, or for claims not closely related to our duties under this agreement, except to the extent such claims arise from our negligence or willful misconduct. The forgoing indemnification shall survive any termination or the expiration of this contract.

**Mail to: Livingston Co. Ag. Soc. & Fair**  
**PO Box 85**  
**Caledonia, NY 14423.**

### Vendor

**Name of Business:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

