

Septemberfest 2011

Business Expo Application – 2011

Simsbury Meadows Performing Arts Center, Iron Horse Boulevard, Simsbury, CT*
 Friday, September 9 – 5 pm to 10 pm Saturday, September 10 – 11 am to 10 pm Sunday, September 11 – 11 am to 5 pm

BUSINESS NAME: _____ CONTACT: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TYPE OF BUSINESS: _____ PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____ CT Tax Registration #: _____

	COST:	# OF BOOTHS	BOOTH COST
<input type="checkbox"/> BUSINESS EXPO (10' X 10' TENT, 8' Table, 2 Chairs)	\$500	_____	\$ _____
<input type="checkbox"/> BUSINESS EXPO (20'X 20' TENT, 2-8' Tables, 4 Chairs) Limited number	\$1500	_____	\$ _____
TOTAL DUE			\$ _____

PLEASE BRIEFLY DESCRIBE FREE HANDOUTS OR PRODUCTS/SERVICES TO BE SOLD: _____

➤ **Please note requirements for ELECTRICAL SERVICE**

Septemberfest provides only general interior lighting for each tent. All electrical connections must be reviewed and approved by Septemberfest Site Staff **daily**.

If you require electricity for **additional lights, computers** or other items please note below:

➤ **Be specific:** _____

No, I will not require additional electrical service

➤ For questions and additional information contact Thomas Vincent, Manager, Performing Arts Center
 Ph: 860-462-9726 email: coachTEV8@yahoo.com

➔ Payment **MUST** BE RECEIVED WITH APPLICATION - ➔ *DEADLINE for listing in event brochure: July 1, 2011*

CHECK PAYABLE TO: *Simsbury Meadows Performing Arts Center*
Mail to: *60 Terry's Plain Road,, Simsbury, CT 06070*

Credit Card Payment MasterCard Visa

Account # _____ Exp. Date _____

Name as it appears on card: _____

Billing address: _____

Your signature: _____

*The Simsbury Chamber of Commerce "Annual Home Improvement Show" will be relocated to the Performing Arts Center during **The New Septemberfest** weekend. Contact the Simsbury Chamber for info and application for the Home Improvement Show – info@simsburycoc.org Ph: 860-651-7307 www.simscoc.org

For Internal Use Only

DATE REC'D:	CHECK #:	CC:	AMOUNT:	AGREEMENT	CERT OF INS.	BOOTH #:

Septemberfest 2011

GENERAL RULES AND REGULATIONS

→ Reminders

Septemberfest is an event run by and for the Simsbury Meadows Performing Arts Center, Simsbury, CT. The *Septemberfest* Committee is a committee of the Simsbury Meadows Performing Arts Center. When the term "*Septemberfest*" is used in these General Rules and Regulations, the term refers to the *Septemberfest* Committee of the Simsbury Meadows Performing Arts Center, Town of Simsbury, CT.

1. The location of each participant booth at the event will be determined solely by *Septemberfest*. *Septemberfest* will attempt to accommodate requests for specific locations. Sponsors will be given priority for available booth space and placement.
2. Any participant utilizing any property loaned by *Septemberfest* (such as tents, chairs, tables) will be held responsible for the cost of replacing any missing item or repairing any damaged item or property loaned to the participant.
3. Participants are encouraged to display their own signage and logos. No sign loaned or provided by a participant may impede traffic or cause damage to the tent or other equipment provided by *Septemberfest*.
4. In fairness to all, participants shall maintain sufficient staff to manage their booth at all times during the festival. (Friday from 5-10 pm, Saturday from 11 am - 10 pm and Sunday from 11 am - 5 pm). Booth personnel should wear neat, clean, appropriate attire. Participants who do not man their booths at all times during the festival will be ineligible for booth space the following year.
5. All booth decorations (such as, bales of hay, corn stalks, etc) must be flame-retardant prior to the beginning of the festival to comply with regulations per the Simsbury Fire Marshal. Flame-retardant must be applied each day of the festival. Compliance of regulations is the sole responsibility of the participant. Participants may be asked to remove such decorations at the discretion of the Fire Marshall if compliance cannot be verified.
6. Participants may not attach anything to the actual tent material. Signs, banners, or decorations may be attached to metal frames. Participants may not write, staple, wire, tape or apply stickers on tent tops or sides. The cost of any damage to the tent, including holes, will be charged to the participant by *Septemberfest*.
7. **No participant (including a food service vendor) may serve or sell any beverages**, including, but not limited to, alcoholic beverages, soft drinks, juices, coffee, hot chocolate, iced tea, and mineral water without specific written approval in advance of the event by *Septemberfest*.
8. Only authorized Food Service Vendors and *Septemberfest* are permitted to sell food or beverages for on-site consumption. **ALL FOOD and BEVERAGE items are STRICTLY FORBIDDEN for sale or distribution by Business Expo participants.**
9. In order to showcase as many businesses as possible and to provide for ample event space, no vendor may purchase more than two expo booths.
10. Security is provided around-the-clock during the three-day event from 5:00pm on Friday to 5:00pm on Sunday.
11. All participants must meet the requirements set out in "Insurance Requirements for All Participants", and shall execute and return to the Simsbury Meadows Performing Arts Center, the INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, a "CERTIFICATE OF INSURANCE" and "SEPTEMBERFEST 2011 PARTICIPANT AGREEMENT" before setting up their booth.
12. At *Septemberfest*, participants shall identify themselves by the same name used at their principal place of business.



See over for further rules & regulations

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13. The entire *Septemberfest* grounds will be cleaned at the close of the festival each day (including the final day) by *Septemberfest* volunteers. Each participant must provide a rake in its booth and shall rake out the booth at the close of the festival each day prior to the time that the general festival grounds are cleaned.
14. Appropriate noise level and behavior will be maintained at each participant's booth at the event. Appropriate" is what is in keeping with the spirit of Simsbury Meadows Performing Arts Center *Septemberfest* as a family event. Noise complaints voiced by a neighboring participant will be dealt with immediately and seriously.
15. Smoking and drinking of alcoholic beverages are both STRICTLY FORBIDDEN inside the booth of any participant. The Simsbury Meadows Performing Arts Center and Septemberfest Committee would like to promote Septemberfest as a smoke free event.
16. Any promotional items proposed to be sold or given away at the event should be noted on the Booth Reservation form. **ALL FOOD and BEVERAGE items are STRICTLY FORBIDDEN for sale or distribution by Business Expo participants.**
17. *Septemberfest* will provide ample covered trash barrels and recycling containers throughout the event site. *Septemberfest* will also identify a location for the disposal of cardboard to be recycled.
18. All participant personnel are encouraged to park in the lot designated by *Septemberfest* for participants.
19. Participants who "decline" their booth space after July 15th will forfeit any monies paid unless booth space can be sold to another vendor.
20. *Septemberfest* area supervisors will be available throughout all hours of *Septemberfest* to help participants with questions or problems. The on site Simsbury Meadows Performing Arts Center Volunteer Booth will be manned at all times by Septemberfest personnel.
21. Co-promotions planned with local media must be noted on the application form and approved by *Septemberfest* prior to the event.
22. All propane and helium tanks must be secured per Simsbury Fire Marshall regulations.
23. Participants who are considering sharing Booth space with another (non-profit or for profit) company, vendor, entity or individual (Co-Participant) must apply for approval from Septemberfest. The following information must be submitted in writing before August 1 for consideration by Septemberfest:
- Name of proposed Co-Participant including contact information, proposed activities and days and times they will share your assigned Booth.
 - A CERTIFICATE OF INSURANCE from Co-Participant, or from the Participant, naming the Co-Participant on Participant's Insurance Policy, in the same limit coverage as required of the Participant
 - A signed INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
- The decision of Septemberfest is final and Septemberfest reserves the right, at its sole discretion, to prohibit and / or limit the use, time, activity and participation of any Co-Participant on site during the event. The Participant accepts full responsibility of monitoring "Co-Participant" staff and directing and enforcing the Septemberfest Rules & Regulations that apply, including the staff of any approved Co-Participant.
24. Participants or co-participants are not allowed to wander the event site for any promotional activity unless given prior permission by *Septemberfest*.

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Participant Agreement

The Septemberfest Committee of the Simsbury Meadows Performing Arts Center (Septemberfest) is in receipt of your booth application request. Before we process your request and assign you booth space you must complete, sign and return this Agreement. The term "Booth" is used to define your designated area of activity on the site of the Septemberfest.

In signing this Agreement, you (Participant) acknowledge that you have received, read and agree to comply with the *GENERAL RULES & REGULATIONS, and INSURANCE REQUIREMENTS FOR ALL PARTICIPANTS*. In addition, you acknowledge that the sale or distribution of ALL FOOD or BEVERAGE items is STRICTLY FORBIDDEN in the Business Expo.

CO-PARTICIPANT OF BOOTH AT SEPTEMBERFEST

No Booth may be shared with another (non-profit or for profit) company, vendor, entity or individual (Co-Participant) without specific approval from Septemberfest. The following information must be submitted in writing before August 1 for consideration by Septemberfest:

- Name of proposed Co-Participant including contact information, proposed activities and days and times Co-Participant will share your assigned Booth.
- A CERTIFICATE OF INSURANCE from Co-Participant, or from the Participant naming the Co-Participant on Participant's Insurance Policy, in the same limit coverage as required of the Participant.
- A signed INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (see below)

The decision of Septemberfest is final and Septemberfest reserves the right, at its sole discretion, to prohibit and / or limit the use, time, activity and participation of any Co-Participant on site during the event. The Co-Participant is prohibited from soliciting anywhere on the grounds of Septemberfest outside the booth without prior permission from Septemberfest. The Participant accepts full responsibility of monitoring "Co-Participant" staff and directing and enforcing the Septemberfest Rules & Regulations that apply including the staff of any approved Co-Participant.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, _____ (please print your name), certify that I am duly authorized to sign contracts on behalf of _____ (Insert Business Name) and as Participant, covenants and agrees to indemnify and to hold harmless the Simsbury Meadows Performing Arts Center, Inc., its employees, servants, agents, and volunteers, Septemberfest and the Town of Simsbury for any claim (including all defense costs and attorneys' fees) for bodily injury or property damage to third parties, employees or volunteers of the Participant and Co-Participant (if any) or any other person based on the acts or omissions of the Participant and / or Co-Participant, its employees, servants, volunteers or agents.

The Participant understands that this Agreement, together with the Application constitute a binding contract and agrees to be bound by the same. Participant agrees that violation of this Agreement can lead to expulsion of the Participant and / or Co-Participant (if any) from the event, prohibition from participation in future festivals, by Participant and Co-Participant, and/or liability for any and all damages suffered by *Septemberfest and/or the Simsbury Meadows Performing Arts Center*, including payment of costs of litigation (including reasonable attorneys fees).

Your Company Name (Participant): _____

Name of Co/Participant (if known at this time): _____

Signed at _____, _____ (town / state), this _____ day of _____, 2011

By: _____
Signature Title

A signed copy of this document transmitted by facsimile to the Simsbury Meadows Performing Arts Center is intended to serve as original binding contract. Failure to properly execute Septemberfest documents does not remove vendor liability.

Questions? Contact Tom Vincent, Manager, Simsbury Meadow PAC

Ph: 860-462-9726 email: coachTEV8@yahoo.com

Booth assignment cannot be completed without this signed Agreement!

Mail to: Simsbury Performing Arts Center, 60 Terry's Plain Road, Simsbury, CT 06070

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INSURANCE REQUIREMENTS FOR ALL PARTICIPANTS

Introduction

All *Septemberfest* participants must return an INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, signed by an official of your organization with the power to bind the organization, together with the attachments specified on this sheet no later than August 12, 2011.

General Liability

Each participant shall submit to the Simsbury Meadows Performing Arts Center, Inc. a copy of a Certificate of Insurance providing for general liability insurance specifically covering *Septemberfest*, by:

- **listing the dates** - September 8 through 12, 2011 and;
- **the location** - off Performing Arts Center, Simsbury, Connecticut

Any Certificate of Insurance must provide 30 days advance written notice to the Simsbury Meadows Performing Arts Center, Inc. of cancellation of coverage relevant to *Septemberfest*.

→ **The policy MUST name as additional insured:**

“The Simsbury Meadows Performing Arts Center, Inc., its employees, servants, agents and volunteers, **and** the Town of Simsbury.”

Septemberfest is an event run by and for the benefit of the Simsbury Meadows Performing Arts Center. The general liability insurance policy shall have **limits of liability of not less than \$1 million per occurrence**. Specifically, this coverage should be for single limit bodily injury and property damage on a comprehensive general liability form including Independent Contractors Liability, Products Liability, and Broad Form Contractual Liability.

Automobile Liability

The festival site will be closed to unauthorized vehicle traffic from 9am on Thursday, September 8 until 5pm on Monday, September 12, 2011. Those participants needing to drive a vehicle on the site during that time period (for deliveries and the like) must provide to the Simsbury Meadows Performing Arts Center proof of automobile liability insurance. Participants maintaining commercial auto insurance should submit to the Simsbury Meadows Performing Arts Center, Inc. a copy of a Certificate of Insurance providing automobile liability insurance with a **single limit of liability of no less than \$1 million**. Any Certificate of Insurance must prove 30 days advance written notice to the Simsbury Meadows Performing Arts Center of cancellation of coverage relevant to *Septemberfest*.

The policy must name as additional insured:

“The Simsbury Meadows Performing Arts Center, Inc., its employees, servants, agents and volunteers, **and** the Town of Simsbury.

Septemberfest is an event run by and for the benefit of the Simsbury Meadows Performing Arts Center. A business policy covering both owned and non-owned and hired vehicles will suffice. ***Participants not maintaining commercial automobile liability insurance***, must provide a Certificate of Insurance showing a single limit of liability of no less than \$1,000,000 and specifically providing for coverage of the vehicle used at *Septemberfest*.

Workers' Compensation

Each participant using **paid employees** to staff a booth or to make deliveries to or pick-ups from a booth shall have and submit a Certificate of Insurance to the Simsbury Meadows Performing Arts Center a policy covering workers' compensation and state statute employers liability for those employees. Any Certificate of Insurance must provide 30 days advance written notice to the Simsbury Meadows Performing Arts Center of cancellation of coverage relevant to *Septemberfest*.

SIMSBURY MEADOWS PERFORMING ARTS CENTER
60 Terry's Plain Road, Simsbury, CT 06070
For questions contact Thomas Vincent, Manager, Performing Arts Center
Ph: 860-462-9726 email: coachTEV8@yahoo.com

→ see sample certificate attached below

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/14/2009
PRODUCER FAX SAMPLE FORM	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED PLEASE REFER TO #1, #2, AND #3 YOUR CERTIFICATE MUST INCLUDE THESE THREE ITEMS!	INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	XXXXXXXXXX	XXXXXXX	XXXXXXX	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	XXXXXXXXXX	XXXXXXX	XXXXXXX	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XXXXXXXXXX	XXXXXXX	XXXXXXX	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is included as an additional insured for General Liability Coverage with regard to the Septemberfest event from 9/9/11 through 9/12/11 at the Performing Arts Center, Simsbury, CT ②

CERTIFICATE HOLDER The Simsbury Meadows Performing Arts Center, Inc., its employees, servants, agents and volunteers, and Town of Simsbury 933 Hopmeadow Street PO Box 495 Simsbury, CT 06070 ③	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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