



Star Spangled Celebration Food Vendor Agreement

January 8, 2019

We are very happy to announce and accept applications for our Star Spangled Celebration on July 4 at Mack Park fairgrounds. Our event will run from 2:00 p.m. until the conclusion of the fireworks at approximately 10:30 p.m. Set-up is at 10:00 a.m. the day of the event or 4:00 p.m. the day before.

The cost to participate is \$20 per linear foot required for your trailer, booth and or seating area. Additionally, an electricity hook-up is available at a cost of \$50. Water is also available for free.

Payment options:

- Checks made payable to YMCA of Indiana County
- Visa, Master Card, American Express, or Discover
- Cash
- YMCA account on file

Please submit your paperwork to:

YMCA of Indiana County
Attn: Kelsey Krynock, SSC
60 Ben Franklin Road
Indiana PA 15701

Additionally, please include current copies of the following documents:

- Completed information on the enclosed document
- Certificate of insurance listing both The YMCA of Indiana County and the JS Mack Foundation as additional insured for the date of the event
- Appropriate Serve Safe or other food vendor certification
- Proof of insurance for your trailer/vending booth and vehicle that will be on the property

This event is a rain or shine event and as such is non-refundable. If you have any additional questions, you can contact me directly at either: kelseykrynock@icymca.org or 724-463-9622.

Respectfully,

Kelsey Krynock

Kelsey Krynock
Director of Development and Communications
YMCA of Indiana County



Name _____ Company Name _____

Mailing Address _____ City _____ Zip _____

Telephone Home: _____ Work/Cell: _____

E-mail _____

Description of the food to be sold (Please be specific):

Please attach a picture or sketch of your trailer or booth to the form.

Total Expense for Space	
Length of trailer	_____ linear ft.
Length of seating/other	_____ linear ft.
Total Linear Foot (Length of trailer/booth + Length of seating)	_____ linear ft.
Electricity (if yes, \$50) Please circle	YES/ NO
Water (FREE) Please circle	YES/NO
TOTAL DUE: (total linear foot X \$20) + Electricity)	\$
10% Discount Contract complete, paid in full, returned to YMCA before April 1. (total due x 10%)	\$
TOTAL DUE: (Total due – discount if eligible)	\$



Payment information:

I have enclosed check or cash for the total payment

I am a member of the YMCA of Indiana County; please charge my (circle your account on file to the right)

EFT

Credit Card

Process one-time charge to the following card

Mastercard

Visa

Discover

AMEX

Card #:

Expiration Date:

3-digit code:

Card holder Name:

Card Holder signature:

Credit/Refund Policy

If the YMCA cancels a class due to lack of enrollment or facility conflict, the participant will be issued a full credit or refund. If the participant notifies the Y in writing more than 24 hours before the first class meeting, a credit/refund will be given less a \$10 service fee. In cases of misconduct, a credit/refund may be given on a case-by-case basis. Credits/refunds are not applicable to deposits or registrations fees. Membership fees are non-refundable and non-transferable. The length of an annual membership may be extended for medical reasons and/or extended illnesses where the member was unable to use the facility and notified the Director of Membership and Program Development promptly. The YMCA does not provide make-ups or credit/refunds for missed classes for any reason, including inclement weather related cancellations. All refunds will be processed through the Business Office within a 30-day period. Credits are good for one year.

Signature: _____

Date: _____

(See the next page for Vendor's Agreement)



Food Vendor's Agreement

1. All vendors must be in place by Thursday at 1:00 p.m. Vendors must be staffed no later than half an hour before the opening to the public. Vendors must be open and staffed during all Fair hours. All vendors must stay until the park is empty.
2. Vendor agrees to confine all display and selling activity within the assigned booth space, refraining from placing signs and goods or other materials within or over public aisle space, vendor aisle space, or in other vendors' space.
3. Vendor agrees to abide by all applicable laws, ordinances, and regulations pertaining to health, fire prevention, public safety, and sales tax laws.
4. Vendor agrees to maintain the dignity and integrity of the event. The YMCA of Indiana County reserves the right to ask any vendor to leave the event if not acting in the best interest of the YMCA, or who does not meet vendor requirements or is selling items that are deemed inappropriate.
5. Vendor agrees that application fee is non-refundable.
6. This agreement constitutes the entire contract between parties, and no charges shall be valid unless agreed to by both parties in writing.

Signature: _____

Date: _____



YMCA Waiver

THE UNDERSIGNED PERSON hereby acknowledges intent to participate with the YMCA of Indiana County activities. The undersigned freely and unconditionally waives and releases the YMCA and any and all of its employees, representatives and agents and their successors and assigns (the "YMCA of Indiana County") from all liability and/or claims of the Undersigned, his personal representatives, and/or his estate for any and all loss or damage and/or claims of demands due to personal injury as result of my physical condition or resulting from my participation in any athletic activities, YMCA programs led by staff or volunteers, and the use of any equipment, exercise or other activities. The Undersigned further agrees to defend, indemnify and hold the YMCA harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and court awards including costs, expenses and attorneys' fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to the Volunteer's intentional or negligent acts, errors or omissions for the duration of the Undersigned's participation.

I understand that the YMCA of Indiana County is not responsible for personal property lost or stolen while members and/or program participants are using YMCA facilities or on YMCA premises.

I hereby agree that the YMCA may photograph or capture footage of me or members of my household at the YMCA or an any affiliated YMCA property and the YMCA may use those photographs or footage for its marketing purposes and further agree to release to both the YMCA and releases from claim or liability related to that use; waiving all claims for myself, my household, my child and any heirs or next of kin. IF I CHOOSE NOT TO BE PHOTOGRAPHED OR IN OTHER RECORDED MEDIA, IT IS MY RESPONSIBILITY TO INFORM THE PHOTOGRAPHER AND/OR REMOVE MYSELF FROM THE PICTURE.

I HAVE CAREFULLY READ THE FOREGOING WAIVER, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS. I ACKNOWLEDGE THAT I AM SOLELY RESPONSIBLE FOR ANY INJURIES INCURRED WHILE PARTICIPATING WITH THE YMCA.

I certify that the information contained in this application is true and correct to the best of my knowledge. I have read the waiver agreement, understand it's content, and acknowledge that I am responsible for any injuries encountered while participating, except for those caused by the negligence of the YMCA of Indiana County.

I understand that by signing this form I will adhere to all policies set in the above listed forms.

Signature: _____

Date: _____