



2022 Event Vendor Agreement

EDGE New Jersey welcomes you to participate in MORRIS COUNTY PRIDE! We strive to provide our attendees with a safe and respectful environment to be entertained and learn something about our LGBTQI+ community. As such, EDGE New Jersey has a thoughtful application process and reserves the right to refuse applications for any reason. With this in mind, we provide the following Agreement.

DATE: Saturday, June 25, 2022

EVENT TIME: 10:30am to 5:00pm

SET-UP TIME: 7:00am to 9:30am

BREAK-DOWN: 5:00pm to 7:00pm

LOCATION: County College of Morris, 214 Center Grove Road, Randolph, NJ 07869

Business Name: _____

Contact Name: _____

Mailing Address: _____

Cell Phone: _____

E-Mail Address: _____

Website: _____

Social Media Handles: _____

Description of Items/Menu Being Sold: _____

(Signatures are needed on pages 2 and 7)

Vendor Categories

PLEASE NOTE: All Vendor spaces include ONLY a 10'x10' space and DOES NOT INCLUDE TENTS, TABLES, OR CHAIRS. Please make sure to bring your own or select an add-on below.

Early Bird Registration (through 1/31/22)

- Food Vendor/Food Truck - \$180
- Small or Corporate Business - \$130
- Arts & Craft Vendor - \$55
- Non-Profit - \$35

Regular Registration (2/1/22 through 4/30/22)

- Food Vendor/Food Truck - \$200
- Small or Corporate Business - \$150
- Arts & Craft Vendor - \$75
- Non-Profit - \$50

Late Registration (after 5/1/22)

- Food Vendor/Food Truck - \$275
- Small or Corporate Business - \$225
- Arts & Craft Vendor - \$150
- Non-Profit - \$125

Space Rental Add-Ons

- 10'x10' Vendor Canopy Tent - \$100
- 6' Table - \$35
- 1 chair - \$5

Total Fees - \$ _____

Payment Type: Check (payable to EDGE New Jersey) Credit Card

Credit Card #: _____ Exp. Date: _____

Security Code: _____ Name on Credit Card: _____

_____ (Please initial if paying by credit card) **I authorize EDGE New Jersey to charge the above credit card for this event.**

Signature: _____

Kindly mail this form and your check payable to EDGE New Jersey:

Sean Dorsa, 3 Executive Drive, Morris Plains, NJ 07950

Questions? Contact Sean Dorsa at: (T) 201-316-3052 (Email) s.dorsa@edgenj.org

For tax purposes, EDGE NJ is a non-profit, 501(c)3 organization described in Section 170(c) of the Internal Revenue Code of 1986. Therefore, your donation is tax-deductible to the fullest extent allowed by law.

GENERAL PARTICIPATION REQUIREMENTS (TIMING)

- 1) The term of this Vendor Agreement begins on the later of the date signed or the date payment is received and accepted and terminates upon the conclusion of the Event on June 25, 2022.
- 2) Application must be submitted before June 11, 2022, to utilize full benefits noted below. There is no guarantee for applications received after the due date of June 11, 2022.
- 3) Applicant will pay required fees with the application. All payments must be received by EDGE NJ before any benefits (e.g., banners, print media, and onsite space) will be conveyed, unless this provision is waived by EDGE NJ.
- 4) Applicant must check in at the Vendor Check-In Tent before set-up on the date of the Event.
- 5) Applicant will “load-in” all property, goods and materials during the designated set-up period only. Staggered set-up will be between 7:00am – 9:30am on June 25, 2022, and all vendors must be show-ready by 10:00am.
- 6) No vehicles are allowed in/out of the Event area between 9:30 a.m. and 5:00 p.m. Vehicles moving in/out of the Event area may be subject to reimbursing EDGE NJ for any fines from the College.
- 7) Booth check-in later than 9:30 a.m. will risk being considered a no-show and is subject to resale or relocation without refund of any deposit and/or fees.
- 8) Pushcarts will not be permitted after 9:30 a.m. Vending carts must remain in an assigned space for the entire day.

VENDOR REQUIREMENTS

- 1) EDGE NJ reserves the right to place Applicants according to its Master Plan.
- 2) All vendors must post the event on their Facebook, website, Instagram, email blasts etc.
- 3) All vendors receive a 10’ x 10 booth space.
- 4) Vendors must provide their own tables, chairs, fixturing etc.
- 5) Your payment will be returned if you are not accepted.
- 6) Booths must remain open until 5:00pm. Early departure will result in forfeiture of deposit. Vendor agrees to remain until the event’s closing time and leave with all boxes, debris, etc.
- 7) Vendor will not arrange their exhibit to obscure/interfere with other vendors.
- 8) Smoking is not permitted.
- 9) No more than one vendor-organization per individual booth is allowed without prior approval.
- 10) Vendors will only be allowed to enter the Event to unload and load as instructed by EDGE NJ. Vehicles left in the load-in area are subject to removal at the owner’s expense. There will be designated load-in areas for each section. Materials will need to be hand transported to the booth location.
- 11) Applicant must make provisions for the safeguarding of goods, materials, equipment, and displays at all times. Tents and canopies must be weighted down with water, sand, or cement weights due to high wind that can occur. No stakes permitted. EDGE NJ does not guarantee or protect vendors against loss or damage of any kind.
- 12) All business or other activity for which an Applicant has rented space must be conducted in Applicant’s designated area only. This prohibition also applies to distribution or solicitation of any kind outside Applicant’s booth and in the aisles.
- 13) Applicant is responsible for removal of ALL trash in and around booth space.

- 14) There will be no electricity provided and Applicants must furnish all equipment necessary for operation of their booths.
- 15) No amplified sound or generators may be used without explicit prior approval by EDGE NJ.
- 16) No open flames are allowed under the canopy areas. All use of propane in conjunction with cooking or heating must be pre-approved by the fire inspector before use.
- 17) No alcoholic beverages are to be sampled, distributed, or sold within a booth, without express written permission by EDGE NJ.
- 18) Non-food Applicants may NOT give away or sell any food product. No beverages, including sodas and bottled water, may be sold or given away from any vendor booth without express written consent from EDGE NJ. Violation of this rule will result in immediate closure without refund or recourse.
- 19) EDGE NJ reserves the right to move or prohibit the display of any signage, article, or product that, in its opinion, is not in keeping with the nature and character of the Event, or not in harmony with other booth spaces. Applicant must be aware that offensive material or products may be required to be removed at the discretion of EDGE NJ.
- 20) Non-profit Applicants that possess an IRS/State of New Jersey letter of determination under Section 501(c) of the Internal Revenue Code may be required to submit a copy of the organization's IRS Letter of Determination or exemption certificate.
- 21) No weapons of any kind may be brought into the Event area or sold at the Event. "Weapons" will be defined as defined in Section 2C:39-1 of the New Jersey Code of Criminal Justice and will mean anything readily capable of lethal use or of inflicting serious bodily injury.
- 22) It is Applicant's responsibility to deal with and pay appropriate State of New Jersey taxes and fees.

SPECIFIC ADDITIONAL REQUIREMENTS FOR FOOD VENDORS:

- 1) All Food-Vendors are required to provide a Certificate of Insurance to EDGE NJ prior to the Event naming EDGE NJ as Additional Insureds.
- 2) All Food-Vendors must comply with all local regulations including the filing of all necessary permits and fees.
- 3) All Food-Vendors agree to remove all boxes, paper and trash belonging to them upon vacating their space and to keep space neat in appearance and in good order while selling.
- 4) All Food-Vendors may not change the prices of their menu items in order to undersell another merchant. Exceptions will be made after 5 p.m. in order to quick-sell remaining inventory.

LIMITATION OF LIABILITY & DAMAGES

Under no circumstances will EDGE NJ be or become liable to any party or third party for, act or omission, demands, claims regarding physical injury, or injury of any kind suffered or incurred in connection with this Agreement any and all actions, causes of action, claims, counterclaims, cross claims, third party claims, indirect, liquidated, incidental or consequential loss or damage (including without limitation loss of revenue or use, loss of profits, wasted expenditure, diminution in value or loss of agreements), physical injury, debts, demands, liabilities, lawsuits, fees, losses, compensation, accounts, covenants, contracts, promises, agreements, doings, omissions, obligations, costs, attorneys' fees, expenses, damages, and claims of every name

and nature, of any kind whatsoever, whether contingent or vested, known or unknown, asserted or unasserted, accrued or unaccrued, discovered or undiscovered, in law and in equity, arising at any time. This is, and is intended to be, a general release.

EDGE NJ assumes no responsibility for, nor guarantee of the safety of, the properties of Vendor, its agents, and their employees, against theft, damage, accident, or any other cause whatsoever; and should an accident occur within the vendor's space caused by the Vendor's display or debris left by the Vendor, the Vendor will be held liable. By applying to this event, the Vendor agrees to save and hold harmless Edge NJ, its management, agents, employees, volunteers, and sponsors from any liability resulting from such accidents.

VENDOR EXPRESSLY AGREES THAT ANY FINDING OF DAMAGES AGAINST EDGE NJ WILL NOT EXCEED THE AMOUNT OF THE VENDOR FEE ACTUALLY PAID.

CANCELLATION AND FORCE MAJEURE

The Event is scheduled to take place on June 25, 2022. EDGE NJ reserves the right to reschedule or cancel the event or any associated events if necessary for any reason. EDGE NJ will continue to monitor the pandemic and CDC advisories to ensure that staging this in-person Event is in compliance with federal, state and local guidelines. Should the event be canceled, EDGE NJ will work to reschedule it at the earliest possible date or hold alternate events whether in-person or virtual. EDGE NJ is under no obligation to hold the Event.

The Event will take place rain or shine. EDGE NJ will not be liable for any cancellations, delays or failures in performance due to circumstances beyond its control. In case of cancellation of the Event or unavailability of the event space for specified use due to Acts of God, war, invasion, or military action, orders, civil disturbance, action by any governmental authority, national or regional emergency, epidemic or pandemic, strikes, lock outs, trade disputes causing cessation or slow-down of work, or inability to procure services or material after due and timely diligence, late deliveries or late performances of services, breakdown of machinery, fire, flood, hurricane, or accident or any cause beyond the reasonable control of EDGE NJ whether or not similar to the causes specifically mentioned within this Agreement, this Agreement will terminate, and the Vendor will be entitled to the return of the fee for the space less an amount equal to the total costs and expenses incurred by EDGE NJ in connection with the preparation of the space. Refund of the application fee (or a portion thereof, as applicable) as provided in this section, will be the exclusive remedy of the Vendor against EDGE NJ or its representatives, employees, agents, invitees, licensees, affiliates, and all other related parties in the case the Event is canceled, rescheduled, or the Event location is unavailable for use. **EDGE NJ HAS NO OBLIGATION TO ATTEMPT TO RE-BOOK OTHER VENDORS TO FILL THE VOID CREATED BY ANY CANCELLATION AND NO OBLIGATION TO MITIGATE ANY DAMAGES.**

DEFINITIONS

"EDGE NJ" includes its successors, assigns, employees, and volunteers. The term "Vendor" also includes heirs, assigns, successors, employees, volunteers, and associations of every kind.

RESERVED RIGHTS

EDGE NJ reserves the right to refuse applications for any reason and to refuse or eject any person from the festival or violation of any rules, local, state, or federal laws or whose conduct is deemed illegal, disorderly, dangerous, or offensive. EDGE NJ also reserves all rights to its intellectual property including trademarks, copyrights, and other creative elements.

PROMOTIONAL USE

By accepting these Terms, Vendor authorizes EDGE NJ to use for promotional purposes any pictures and any audio or visual recordings made at the Event that depict or record Applicant and/or individuals associated with the Applicant.

CANCELLATION BY VENDOR

As occupancy of the Event space is the essence of the Agreement, no refunds will be made in connection with any rental space fee after the acceptance of said fee by EDGE NJ.

INSURANCE

Prior to Event, vendors must show proof of General Liability insurance (\$1,000,000 per occurrence) and name EDGE NJ, Inc. as additional insured. **Proof of insurance MUST BE RECEIVED NO LATER THAN TWO WEEKS PRIOR TO EVENT.** In no event, will EDGE NJ, nor their representatives, contractors, nor corporate sponsors of the Event be responsible for any injury, loss nor damage that may occur to the Vendor's employees, agents, contractors, representatives, or property from any cause whatsoever. It is the Vendor's responsibility to protect merchandise, perishables, and other items so that no injury will result to the public visitors, guests, or persons, or property. If property does not appear to be properly maintained, it will be promptly withdrawn from the Event site. All property of the Vendor, including foodstuffs and other perishables is understood to remain in Vendor's care, custody and control in transit to, from, or within the confines of the event area subject to the Rules and Regulations. The Vendors, on signing the Agreement expressly release, hold, keep, save harmless and indemnify the foregoing persons and entities, named organizations and committees, and individuals from and against all claims for such a loss, damage, or injury. Vendors must carry appropriate insurance through such carriers and containing such limits, terms and conditions as EDGE NJ may require and will deliver to EDGE NJ copies of all such policies of insurance and/or certificates thereof as either EDGE NJ may request.

ADHERENCE TO TERMS

Should Vendor fail to strictly adhere to and follow the terms set by EDGE NJ, then Vendor will be in default under this Agreement and EDGE NJ may immediately terminate this Agreement upon notice to Vendor. In the event of a default by the Vendor, the Vendor will forfeit as liquidated damages the amount paid for participation, regardless of whether or not EDGE NJ enters into another agreement for the space. Said damages are agreed to in no way constitute a penalty, but rather a reasonable estimate of EDGE NJ damages which are incalculable with any degree of certainty. **EDGE NJ reserves the right to make changes to the terms of this Agreement at any time for any reason.**

ENTIRE AGREEMENT

This Agreement including all Schedules created presently, or in the future, constitute the entire Agreement, also referred to as "this Agreement", between the Parties and supersedes all prior agreements and understandings.

SEVERABILITY

If any provision of this Agreement will be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement will remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained within this Agreement.

NO STRICT CONSTRUCTION

The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any Party hereto by virtue of the authorship of any of the provisions of this Agreement.

COUNTERPARTS & EXECUTION

This Agreement may be executed in any number of counterparts, each of which will be deemed an original instrument, and said counterparts will collectively constitute one and the same agreement which may be sufficiently evidenced by one counterpart. Signatures exchanged via pdf/email will be binding.

I HAVE READ, UNDERSTAND & AGREE TO the above terms of this Agreement.

Vendor: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Morris County Pride, Edge NJ

Signature: _____

Name: _____

Title: _____

Date: _____