



SOMERS POINT BAYFEST 2022
CHILDREN'S ACTIVITIES APPLICATION
TERMS OF AGREEMENT

NAME OF ORGANIZATION: _____

NATURE OF YOUR ORGANIZATION: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

TAX ID: _____

CONTACT PERSON: _____

PLEASE EMAIL YOUR APPLICATION TO: ISLANDQUEEN@COMCAST.NET



SOMERS POINT
NEW JERSEY
the shore starts here!™

**FOOD VENDOR, EXHIBITOR AND SPONSOR
GENERAL RULES AND REGULATIONS**

- 1) Payment of sponsorship fee must be received by April 4, 2020. All space subject to availability. **Sponsorships received after April 4, 2020 are not guaranteed exhibit space or inclusion in Bayfest advertising.**
- 2) Food vendor, exhibitor and sponsor spaces are pre-assigned by the Bayfest Committee. Wherever possible, space assignments will be made by the Bayfest Committee in keeping with preferences of the individual. **The Bayfest Committee, however, reserves the right to make final determination of ALL space assignments in the best interest of the festival and reserves the right to reconfigure spaces.**
- 3) Spaces **ARE NOT TRANSFERABLE**. No food vendor, exhibitor or sponsor shall assign, subdivide or share exhibit space with any other organizations unless approval, in writing, has been obtained from the Bayfest Committee nor are they permitted to feature names or advertisements of non-sponsor business in their space display, except parent or subsidiary companies.
- 4) Food vendors, exhibitors and sponsors must participate the full day. Early break down is not permitted.
- 5) Sponsors will receive **ONE** vehicle permit for free parking at a pre-assigned lot. Sponsors must enter at the designated street entrance only and must have their **VEHICLE ACCESS PERMIT** displayed in the driver-side corner of the windshield. Only one vehicle per sponsor is allowed. Food vendors, exhibitors and all other sponsor volunteers can use the Bayfest free shuttle service available throughout the City of Somers Point or find parking at their own discretion. Do not block pedestrian traffic, sidewalks, residential walkways, emergency vehicle access or park in “no parking” posted sign areas.
- 6) All spaces are pre-assigned. Food vendors, exhibitors and sponsors are to report to the Bayfest site to be directed to their space(s). Configuring spaces to accommodate large displays items, for example automobiles, must be discussed and pre-approved by the Bayfest Committee. **The Bayfest Committee reserves the right to assign all spaces and all decisions are final.**
- 7) **Set up times are from 7:00am to 8:30am, ONLY. All vehicles must be removed from Bay Ave. by 8:30am. Vehicles are not permitted on Bay Ave. during the Bayfest hours for any purpose. There will be no exceptions. No food vendor, exhibitor or sponsor is permitted to set up on Bay Ave. before 7:00am. Bay Ave. must be cleared completely by 6:00pm. Any vendor, exhibitor or sponsor remaining on the street thereafter, are subject to a \$100.00 fine.**

- 8) This is a rain or shine event.
- 9) Food vendors, exhibitors and sponsors are charged with the knowledge of and compliance with all local, county and state laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in Bayfest.
- 10) Posting of signs, distribution of literature and selling of items outside an exhibit booth **ARE NOT PERMITTED**. Food vendors, exhibitors and sponsors must stay within their allotted spaces. No merchandise storage outside of exhibit booth is allowed. Do not block pedestrian traffic, sidewalks, residential walkways and emergency vehicle access.
- 11) Food vendor and exhibitors must comply with the New Jersey Sales Tax Laws and all other applicable local, county and state regulations. Food vendors and exhibitors conducting sales must have a Valid New Jersey Sales Tax Card available for display and are responsible to comply with all sales tax regulations for the charging, collection and remittance of sales tax fees to the New Jersey Division to Taxation. **To obtain New Jersey Sales Tax Card call the state: (609) 588-2200.**
- 12) Food vendors, exhibitors and sponsors must maintain the cleanliness and neatness of the spaces at all times. They must provide standard 30-gallon trash bags and must place all their trash on the curb behind their space. All spaces must be and free of debris at the conclusion of Bayfest.
- 13) **Food vendors are required to submit a refundable deposit check of \$100.00, in addition to their space cost. At the end of Bayfest, members of the Bayfest Committee will inspect all food vendor spaces to determine the cleanliness of the area. If the Bayfest Committee members determine the space is not cleaned properly, the Bayfest Committee WILL NOT return the deposit check.**
- 14) All property of food vendors, exhibitors and sponsors must remain under their custody and control in transit to and from the Bayfest site, while stored outside the Bayfest site and while within the confines of the Bayfest site. Neither the Bayfest Committee Members, contractors, nor any officers, staff members or assigns of the Bayfest Committee shall be responsible for the safety of the property of the food vendors, exhibitors and sponsors or from theft, damage by fire, accident, vandalism or other causes. It is recommended that they obtain adequate insurance coverage, at their expense, for property loss or damage and liability for personal injury.

15) Each food vendor, exhibitor and sponsor agrees that it will indemnify and hold harmless of, from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgment's recovered from or asserted, together with all costs in connection with the defense thereto, including attorney's fees, against Bayfest Committee, the City of Somers Point, NJ, and their agents or assigns, on account of injury or damage to person or property. The Bayfest Committee shall not be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, weather, acts of God, public enemy riot, civil commotion or other insurable casualty and food vendors, exhibitors and sponsors expressly waive any claim of liability against the other party hereto with respect to such loss or damage. Accordingly, it shall be the responsibility of the food vendor, exhibitor and sponsor, respectively, to secure insurance or otherwise protect itself and its property against such loss or damage.

16) **The Bayfest Committee reserves the right to restrict the operation or evict completely any food vendor, exhibitor or sponsor which, in its sole opinion, detracts from the general character of the Bayfest as a whole.** This includes, but is not limited to, a food vendor, exhibitor or sponsor use of noise, flashing lights, objectionable method of operation or display. Use of so-called barkers or pitchman is strictly prohibited. Food vendors, exhibitors or sponsors in violation of the Bayfest rules and regulations will be in default of this agreement and will forfeit entry in the event and must vacate their space. The Bayfest Committee **SHALL NOT BE** responsible for the remuneration of any fees or any expenses incurred by food vendors, exhibitors or sponsors in default of this agreement.

I, the undersigned, agree to become part of the Somers Point Bayfest. I agree to comply with all rules, regulations, guidelines, terms and agreements of the Somers Point Bayfest.

Signature: _____ Print Name: _____ Date: _____

Title: _____ Company: _____

Client#: **SAMPLE ONLY**
ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 4/04/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NAME OF INSURANCE COMPANY IN NEW JERSEY	CONTACT NAME: INSURANCE AGENTS NAME
	PHONE (A/C, No, Ext): (XXX) XXX-XXXX FAX (A/C, No): (XXX) XXX-XXXX
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: INSURANCE CO ANY NAME
	INSURER B:
	INSURER C:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	XXXXX	00/00/00	00/00/00	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Eq. accident) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		XXXX	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Eq. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB EXCESS LIAB DFO RETENTION \$		XXXXXX	00/00/00	00/00/00	EACH OCCURRENCE \$1 AGGREGATE \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		XXXXXX	00/00/00	00/00/00	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Somers Point including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.
 Name of Event: Bayfest
 Date and Time of Event:

CERTIFICATE HOLDER City of Somers Point 1 West New Jersey Avenue Somers Point, NJ 08244	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Daniel J. Galvins</i>
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SAMPLE ONLY

Indemnification and Guarantee

To the fullest extent permitted by law,

(trade name of participant)

agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Somers Point, its elected and appointed officials, its agents, its employees and volunteers, and others working on behalf of the City of Somers Point against all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Somers Point, its elected and appointed officials, its agents, its employees, volunteers or others working on behalf of the City of Somers Point, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of the actions of

(trade name of participant)

with regard to all activities in connection with the 2020 Bayfest.

Also,

(trade name of participant)

will be responsible for all due care to the property of the City of Somers Point, and will be fully responsible for the repair of any and all damage to the property of the City of Somers Point which may occur as a result of the activity of

(trade name of participant)

By _____
(printed name)

(signature)

(date)

Lucy R. Samuelson, RMC/CMR
Deputy Municipal Clerk
Deputy Registrar of Vital Statistics

City Hall
One West New Jersey Avenue
Somers Point, New Jersey 08244
(609) 927-9088 x 122 - Phone
(609) 926-3016 - Fax
lsamuelsen@spgov.org - email



City of Somers Point

HOW TO OBTAIN A CERTIFICATE OF INSURANCE

Please be advised that a Certificate of Insurance and Endorsement is required from your insurance company before a Facilities Use/Rental Permit can be issued. The following are the guidelines to follow:

1. Call your insurance company and request a Certificate of Insurance properly endorse to a) name "the Somers Point Board of Education, the Somers Point Recreation Commission and the City of Somers Point, their elected officials, officers, employees and volunteers" as Additional Insureds under all General Liability, Automobile and Umbrella policies; b) provide that all such insurance will be primary and non-contributory as to the policies held by the Additional Insured; c) satisfy the following coverage requirements:

- a. General liability: \$1,000,000.00
- b. Automobile: \$
- c. Excess (Umbrella) \$ _____; and d) execute and deliver an indemnification agreement (the required form may be obtained from the City Clerk or on-line at the Recreation Commission web site (_____).

If you do not have the required insurance, you must obtain a Certificate of Insurance from the National Tenant User Liability Program (T.U.L.I.P.) Please follow the directions below:

1. Go to the website: <https://www.ebi-ins.com/tulip/>
2. Find TULIP-Event Insurance on the web site and click on "Purchase or Quote"
3. Enter your venue ID Code: City of Somers Point is GNTI 722; Somers Point Board of Education is GNTI 755 and press "Enter" then click "Next"
4. Enter your event details from the drop down menu and answer the questions. Then select your date, enter the event name and daily attendance and answer the remaining questions. Next click "Get Quote"
5. Follow the remaining steps and the Certificate of Insurance will be emailed to the email address you provided.