

**WARREN COUNTY HOT AIR BALLOONS, FUN AND GAMES FESTIVAL
@ WARREN COUNTY COMMUNITY COLLEGE**

475 NJ-57 West, Washington, NJ 07882

Sept 23rd - Sept 25th, 2022 - Friday - Sunday

Hurricane date: Sept 30th - Oct 2nd, 2022

3pm-8pm

1. Complete this contract and return a signed copy with a check or money order made payable to Food Truck Lady and mail to – Food Truck Lady – 48 Lakeside Drive East, Belvidere, NJ 07823
2. Event fees: Please see fee schedule below
3. Send a Certificate of Insurance via email to nancy@foodtrucklady.com:
 - a. All vendors, exhibitors, entertainers, and other entities associated with the event will make available a certificate of insurance providing evidence of General Liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence.
 - b. Warren County Community College, 475 NJ-57 West, Washington NJ 07882 and Balloonatics and Aeronuts LLC, 231 Brainards Road, Phillipsburg NJ 08865, will be named as Additional Insured on said policy.
 - c. A waiver of subrogation will be included in the policy in favor of Warren County Community College and Balloonatics and Aeronuts LLC

****PLEASE PRINT CLEARLY****

First Name: _____ Last Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E Mail: _____

Contact Phone Number: _____

Please indicate date (s) attending: _____

VISA/MC/AE # _____ Exp. Date _____ CSC# _____

(Please note that if paying via credit card there will be a 4% surcharge added)

CARDHOLDERS NAME: _____

Cuisine (Please Be Specific): _____

I have read, understand and agree to the stated Agreement terms and conditions herein:

Signature _____ Date: _____

Please make checks payable to "Food Truck Lady" and address mail to: 48 Lakeside Drive East, Belvidere, NJ 07823

Email: thefoodtrucklady01@gmail.com or nancy@foodtrucklady.com;

Phone: (908) 310 - 9261

We will not accept any applications without full payment attached!

THERE WILL BE A \$40 FEE FOR RETURNED CHECKS.

FEE SCHEDULE FOR FOOD VENDORS:

HEALTH PERMIT - \$50.00

FIRE PERMIT - \$54.00 -State RIMS Permit-on line

\$350.00 application fee for all 3 days

OR

\$150.00 application fee per day

TERMS AND CONDITIONS ARE AS FOLLOWS:

1. Food Vendor (the "Exhibitor") willingly enters into the Agreement and agrees to indemnify, defend, protect and hold harmless the sponsors, organization and all its representatives, associates, the proprietors of the location and all its representatives, associates, the municipality where the event is held at and all its representatives, associates, Food Truck Lady, its employees, agents and all its representatives, associates for any personal injury to himself\herself and his\her representatives, associates for any property loss or damages of any nature suffered by any person as a result of the operation of the above mentioned or the Exhibitors and especially to the attendees while within the Exhibitor's exhibit space or caused by the Exhibitor. Exhibitor may not assign their Agreement for exhibit space, or permit any other person to use part of such space. The parties further acknowledge and agree that this Agreement is made without precedent and shall not prejudice the position of Exhibitor or the Food Truck Lady in this or any other pending or future dispute.
2. Exhibitor willingly enters into the Agreement and agrees should an accident occur within the Exhibitor's space caused by the Exhibitor's display or debris left by the Exhibitor, the Exhibitor will be held liable in case of an accident. By applying to any events listed, the Exhibitor agrees to save and hold harmless Food Truck Lady, its management, agents, representatives, employees, associates, the municipality where the event is held, its management agents, employees, and sponsors from any liability resulting from such accidents.
3. Exhibitor willingly enters into the Agreement and agrees to read and be responsible to comply with all the rules and regulations in this contract.
4. Exhibitor willingly enters into the Agreement and agrees to remove all boxes, paper and trash belonging to them upon vacating their space and to keep his\her space neat in appearance and in good order while selling. (YOU MUST REMOVE ALL GARBAGE, CHARCOAL OR GREASE FROM YOUR SITE) Exhibitor is not allowed to deposit trash in barrels or receptacles available for Event patrons.
5. Exhibitor willingly enters into the Agreement and agrees Exhibitor's exhibit or products may not extend beyond the limits of exhibitor's booth or into any side space, sidewalk or street.
6. No water or electric is supplied. Only quiet generators will be permitted.
7. Exhibitor willingly enters into the Agreement and agrees Exhibitor is responsible for maintaining product liability.
8. Exhibitor willingly enters into the Agreement and agrees soliciting of Exhibitors on or off Event grounds is not permitted.
9. Exhibitor willingly enters into the Agreement and agrees to sell only foods listed and advertised. If any other foods are sold, Exhibitor must notify the market operator immediately for approval and price change (if applicable).
10. Exhibitor is responsible to comply with Fire & Health Department regulations and pay all applicable fees prior to the event. On-site inspections will be conducted the morning of the event date (unless otherwise indicated). If Exhibitor fails to obtain the proper permits as mentioned, before the Event Date, you will be asked to leave the Event, subject to NO refunds or credits.
11. Food Truck Lady is, and shall forever held harmless for any liability associated with the fulfillment of this Agreement as to the delivery of said exhibit space if non-delivery is due to any of the following causes: war or insurrections, public enemy, local or regional civil disturbances, strikes, fire, the authority of law, by reason of an act of God, inclement weather, or for any cause beyond our control. The Event may not be held if, in the sole opinion of the Event Management, there exist a threat of unsafe conditions or if conditions are deemed unsafe. If the Event is canceled, the Event will not be further rescheduled and there will be no refunds or credits of any kind.
12. Exhibitor is to park the vehicle in designated area, away from vendor space (unless otherwise directed).
13. Exhibitor is entirely responsible for the collection and payment of any / all state sales tax.
14. This Agreement applies to all current and any future events between Food Truck Lady and the undersigned. Exhibitor acknowledges and agrees that the terms and conditions of this Agreement have been fully explained.
15. Exhibitor agrees to remain open until prearranged and posted closing time of event.
16. Cancellation Policy (by Food Truck Lady): No refunds, credits or transfers are due if Agreement or event is canceled for any reason. Food Truck Lady will not cancel any event, except in extreme or unusual circumstances.
17. Food Truck Lady Cancellation Policy (by Exhibitor): In Advance of Event, Please Contact (908) 310-9261 to Speak With a Food Truck Lady Representative and Follow-up With an E-mail to Confirm. As a result, Exhibitor shall receive NO CREDIT.

*All events are Rain or Shine. NO refunds or credits.

Food Truck Lady only accept food Agreements with forms completely filled out & signed & full payment.
All Insurance Certificates must be received by Food Truck Lady by no later than 2 weeks prior to event or your reservation will be canceled and no refund will be given.

THERE WILL BE A \$40 FEE FOR RETURNED CHECKS.