



Vendor Programs & Contract

PLEASE READ CAREFULLY. Sign and Complete Pages 3-4 and return by mail:
NICE INC Janet Evelyn, Executive Director 20 Elmwood Ave, Norwalk, CT 06854
Or please Email to: vendors@norwalknice.org

Vendor Types	NON-REFUNDABLE After May 31, 2024	ADDITIONAL PERMIT REQUIREMENTS	INSURANCE REQUIRMENTS*
Food Trucks or Booths	\$650	Norwalk Health Dept. Food Permit	Must Have Liability Coverage
Arts & Crafts	\$250	None	Must Have Liability Coverage
For Profit & Commercial	\$525	None	Must Have Liability Coverage
Education/Health/Non-Profit	\$250	None	Must Have Liability Coverage

Vendor Application and Payment Deadline: May 31, 2024 (\$50 late fee for registration after deadline)

Important Notes for all vendors:

1. No exceptions to vendor fee deadline.
2. Vendor fees include space only.
3. All vendors must provide their own tents, equipment and electrical power supply. Quiet Generators Only
4. Breakdown time is 10:30 PM. (Exceptions to Breakdown time only applies to Vendors at Children’s Stage area)
5. **All VENDORS MUST Carry and submit a Certificate of Liability insurance (COI) policy** with NICE INC listed as an “Additional Insured” (NICE INC, 20 Elmwood Ave, Norwalk, CT, 06854)
6. All **FOOD VENDORS MUST** have “Temporary Food Service License” permit from Norwalk Health Department (Additional fee is required from NHD).
7. All vendors are **prohibited** from selling ALCOHOL beverages and WATER.
8. Each vendor is required to post a medium or large flag of country/origin of product/service. We want to see flags from as many different nationalities as possible.
9. For Profit & Commercial vendors are ALL NON-FOOD, ARTS & CRAFTS and 501 c3 Organizations.
10. Educational/Health/Non-profit” must have 501 c3 Tax Exempt Status and Provide Tax Exempt Letter.
11. Payment by check is preferred to NICE INC, Credit Card Payments will include 2.5% processing fee

FESTIVAL DETAILS:

Saturday, July 6, 2024, 11 AM to 10 PM – One Day Festival

- Celebrating world cultures through the performing, visual, and culinary arts.
- Dancers, drummers, live Bands
- Food (world cuisines)
- Arts & Crafts from around the world
- Family friendly interactive games & exhibits
- Educational and Environmental showcases & displays

FREE Admission • Rain or Shine

Section 1 – RULES & REGULATIONS

Said business/vendor (the words business and vendor are used interchangeable) agrees to abide by all Rules and Regulations that may be promulgated by Norwalk International Culture Exchange (NICE, INC), the NICE Festival, as set forth herein:

Setup/Parking:

Vendors must arrive by 8 AM. Vendors must unload and remove their vehicles from the festival attendee areas by 9:30 AM. vendors must be set up by 10 AM. The festival starts at 11 AM. The off-site parking is located at Mathews Park. Walk through Devon's Playground at the back of Stepping Stones Museum to enter the park by foot.

Vendors will be notified of vendor parking areas prior to the festival. Limited parking is available on-site on first come basis. Arrive early to park on-site....

IMPORTANT: YOU CANNOT MOVE YOUR VEHICLES DURING THE FESTIVAL HOURS IF YOU PARK ON SITE

Space Allocation:

Each vendor will receive a designated area in which to set up. This space is to be used solely by the vendor whose name appears on this Contract document and the vendor agrees to stay within the boundaries of its particular space. A request for a particular location will not be guaranteed. Each space is approximately 10 ft x 10 ft unless otherwise specified and noted in an amendment with applicable prices to this document.

Use:

The Business/vendor cannot sublet or share its display area unless otherwise authorized by NICE.

Representative:

On the day of the Festival, the vendor must have a representative of the Business present at it's display area for the entire time the Business is set up. Failure to have a representative present during the Festival will subject the Business/vendor to expulsion from the Festival.

Pack it in / Pack it out:

Please do not dispose of any trash in the City trash barrels located throughout the Park. Vendors are required to provide their own Contractor size trash bags and remove the trash generated from your exhibitor area. Vendors are required to maintain a clean trash free site. Periodic pick up of your filled garbage bags will be provided throughout the day.

Breakdown Time:

The Festival ends at 10 PM. You are not allowed to breakdown your designated space or move any of your parked vehicles parked on site prior to 10:30 PM. This is mandatory due to the pedestrian traffic around the vending area of the festival. **THIS IS MANDATORY AND THE POLICE DEPARTMENT WILL NOT ALLOW YOU TO MOVE YOUR VEHICLES UNTIL THE PARKED IS CLEARED OF PEDESTRIANS.**

Right to Remove:

NICE reserves the right to remove any Business participating for inappropriate behavior or violation of its Rules & Regulations.

Trademark/Service mark Rights:

The Festival name (sic, The NICE Festival and logo character are protected by registered trademark and servicemark property rights NICE INC. Before using this name or logo on goods for sale or otherwise, the user must seek approval for appropriateness by NICE and obtain NICE's written consent to use them by signing a license agreement. Unauthorized use of this Festival name and logo may subject violator to being shut down, expelled from the Festival grounds, arrest and criminal prosecution and liability for damages. Users are also cautioned to add at least a three-week lead-time to your order time to allow NICE time to review, approve and have a license agreement signed and returned to you

Section II – LIABILITY INDEMNIFICATION AND INSURANCE

Liability Indemnification:

NICE INC, The City of Norwalk, Norwalk Department of Recreation and Parks or representative of any of the aforementioned organizations or entities will not be held responsible for any injury, loss or damage that may occur to the participating organization or the participating organization's representatives or property from any cause whatsoever. The Business, on signing this Contract, expressly released NICE INC, The City or Norwalk and the Norwalk Department of Recreation and Parks, Officers and Participants from any injury, losses or damages related directly or indirectly, in whole or in part to the Business' presence or activities at the NICE Festival.

Liability Insurance:

Any Business that participates in the Festival at the Oyster Shell Park venue must briefly describe the nature of its activities. **Proof of Liability Insurance is required with the NICE, INC. named as an additional insured party. A copy of your Certificate of Liability Insurance must be obtained from your insurance company and returned with this Contract.**

On behalf of the said Business, my signature below indicates that I have read, understand and agree to the above terms, conditions, rules and regulations of this Contract to participate in the NICE Festival, July 8th, 2023 at Oyster Shell Park, Norwalk, CT. **I also understand that no space is guaranteed unless a signed contract, payment and proof of liability insurance have been received by the NICE Festival.** If payment has not been received by May 31, 2023 for reserved space, that space will be made available to individuals/organizations that had been wait listed.

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COMPANY/BUSINESS NAME:

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CONTACT NAME & TITLE:

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PHONE:

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EMAIL:

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ADDRESS:

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DESCRIPTION OF PRODUCT/SERVICES:
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.....

.....
VENDOR TYPE & PRICING:
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.....
SIGNATURE:

.....
DATE

RELEASE AND WAIVER OF LIABILITY for VENDORS

This Release and Waiver of Liability is executed this day of _____, 2023__.

by _____ (the "Vendor") in favor of the NICE Festival / Friends of the NICE Festival and its directors, officers, employees, volunteers, and agents.

I, the Vendor, hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. **Waiver and Release.** I hereby release and forever discharge and hold harmless The NICE Festival /Friends of the NICE Festival and its successors and assigns from any and all liability, claims, demands, and causes of action, of whatever kind of nature, either in law or equity, which may hereafter arise from my participation with The NICE Festival/ Friends of the NICE Festival and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with the NICE Festival / Friends of the NICE Festival.

I understand and acknowledge that this Release discharges the NICE Festival / Friends of the NICE Festival from any liability or claim that I may have against the NICE Festival / Friends of the NICE Festival, with respect to any bodily or other injury, illness, death, or property damage that may result from my participation. I also understand that the NICE Festival / Friends of the NICE Festival does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage.

2. **Insurance.** I understand that the NICE Festival / Friends of the NICE Festival may elect to provide group accident or other liability insurance. Any coverage so provided will be governed by the policy language. Except to the extent that it may provide such insurance, the NICE Festival/Friends of the NICE Festival does not carry or maintain any health, medical, disability, damage, or other liability insurance coverage for the benefit of its vendors, and expressly disclaims any responsibility or obligation to do so. **AS A VENDOR, I AM EXPECTED AND ENCOURAGED BY the NICE Festival / Friends of the NICE Festival TO MAINTAIN MEDICAL, HEALTH, AND ALL OTHER APPLICABLE INSURANCE COVERAGE FOR MY OWN BENEFIT.**

3. **Medical Treatment.** Except as otherwise agreed to by the NICE Festival / Friends of the NICE Festival in writing, I hereby release and forever discharge the NICE Festival / Friends of the NICE Festival from any and all liability claims, demands, and causes of action whatsoever that may arise on account of any first aid or other medical treatment rendered during my participation with the NICE Festival /Friends of the NICE Festival and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with the NICE Festival/ Friends of the NICE Festival.

4. **Assumption of Risk.** I understand that my participation with the NICE Festival / Friends of the NICE Festival and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with the NICE Festival/ Friends of the NICE Festival may include activities that may be hazardous to me. I further recognize and understand that such participation may involve certain inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in the activities and release the NICE Festival / Friends of the NICE Festival from all liability for injury, illness, death, and/or property damage that may result.

5. **Photography/Audio Release.** I do hereby grant and convey unto the NICE Festival / Friends of the NICE Festival rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf the NICE Festival / Friends of the NICE Festival, or made with its consent, during my participation in the NICE Festival and/or any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with the NICE Festival /Friends of the NICE Festival, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. **Other.** I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law, and that this Release shall be governed by and interpreted in accordance with the laws of this state, county, city and/or township. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release.

By signing below, I acknowledge that I have read and understand this Release, and agree to its provisions.

.....
SIGNATURE OF PARTICIPANT

DATE