

The sauerkraut we receive from Silver Floss is strictly for the Hot Dog Stand

AGREEMENT

- The undersigned hereby agree to set-up and operate a concession stand / booth at the Phelps Sauerkraut Festival on the above dates. If you signed up for these dates you **MUST** be here and open. Initials _____

- The undersigned agrees to donate to the Phelps Sauerkraut Festival 20% of the gross earnings from all sales as scheduled below: Initials _____
 - Thursday and Friday - 11:00 pm
 - Saturday - 12:00 midnight

- **Settlement must be made each day no later than the times listed above.** Any business conducted after the above hours will be calculated into the next day's receipts. Initials _____

- It is understood that each area shall be cleaned each night after close of business and during business hours as required. Initials _____

- Vendor startup costs or material costs shall not be used in calculation of gross earnings. Initials _____

- The Phelps Sauerkraut Festival reserves the right to terminate this contract at any time if the above policies are not adhered to. Initials _____

AMOUNT SUBMITTED WITH APPLICATION:

Application fee (per application @ \$10.00)	\$ <u>10.00</u>
Concession stand / booth (number of stands / booths @ \$30 each)	\$ _____
Electric / water service (optional @ \$25)	\$ _____

Submitted by: _____
Signature

TOTAL \$ _____

Date submitted: _____

For more information, please call the Phelps Sauerkraut Festival Committee President, Sandra Dunn, at 315-521-0264.

PLEASE SEND THE FOLLOWING **NO LATER THAN JULY 5TH, 2010:**

- COMPLETED APPLICATION
- RELEASE FORM
- ALL FEES
- A SELF-ADDRESSED STAMPED ENVELOPE (to return a copy of your accepted application)

TO: **SANDRA DUNN**
1801 McBURNEY ROAD
PHELPS, NEW YORK 14532

Date Received: _____

Amount Received: _____

Received by: _____

Submitted to SF Treasurer (Date) _____

Phelps Sauerkraut Festival

79 Ontario Street Phelps, New York, 14532

Festival Release Form

As an exhibitor, I agree to comply with the rules and regulations of this event. That, in consideration of my application being accepted, I intend to be legally bound; that I do hereby, for myself and my heirs, executors, administrator, successors, and assigns release and forever discharge any and all rights and claims for damages which I may have or hereafter accrue to me against the Town and Village of Phelps, the Phelps Sauerkraut Festival, the Phelps Fire Department and the Phelps Ambulance Inc., and their employees, officers, volunteers, members and board of directors for any and all damages, losses, and injuries sustained to me and/ or my property while on the Phelps Sauerkraut Festival grounds. I hereby agree to indemnify hold harmless and defend the aforementioned entities from any claim of action for property damage, personal injury, and/ or wrongful death. I attest that I am physically fit and am responsible for my own actions.

Dates of Festival

Vendor/ Business name

Signature of owner

Date

Print name