



North Brunswick Township 41st Annual Heritage Day
Saturday, October 7, 2023
Vendor Application – Contract

Location: North Brunswick Community Park (Rt. 130 South)

Hours: 3:00 pm - 10:00 pm

Fireworks: After night band- North Brunswick Community Park on Rt. 130 South.

Rain Date: Sunday, October 8, 2023

Booth Description

Type of Space	Booth Dimensions	Cost
Food Vendor: (please call/email before you submit your form)	*10' wide x 16' deep	\$150
Business: (For Profit) Realtor, Doctor, Car Dealer, Gym etc...	10' x 10' space:	\$150
Crafter: Handmade goods, jewelry, cosmetics, toys etc...	10' x 10' space	\$ 30
Non-Profit/Civic: A parent, civic, church Organizations	10' x 10' space	\$ 30
School Group: Student club, a team, marketing program etc., organized by the faculty or students for the students	10' x 10' space	\$ 30
Hours of operation: 3:00 pm - 10:00 pm or until end of fireworks. (Booths can operate until fireworks are finished – contact DPRCS). * We recognize that a food truck might be larger, call with your trucks dimensions.		

Recognition/Sponsorship Opportunities

		Event Program	
		Information is due by Monday, September 4th.	
Lead/Title Sponsor:	\$5,000	Full Page	5" x 8" \$200
Fireworks Sponsor:	\$4,000	Half Page	5" x 3.75" \$100
Evening Concert Sponsor:	\$2,000	Business Card	3.5" x 2" \$50
Activities Sponsor:	\$200		
In-Kind Sponsorship help save out of pocket spending from the Event revenue, i.e., catering contribution for the Performer's Tent, prizes for contests, materials for children's crafts and other materials or supplies. Appropriate, in-kind contributions will qualify a business to be included in our Event Program which is given to every attendee.			

Set-Up: Times are pre-determined on an individual basis by the Committee.

Set-up hours are 12:00 pm-2:00 pm. Inspection is at 2:00 pm. A representative will help you locate your designated spot the day of the event. If the Vendor sets-up in a spot not designated by the Committee, the Vendor may be asked to move or leave the event.

Vendor Application Payment Form

Name of Business/Organization:		
Street:		
Contact name:		
City:	State:	Zip:
Email:	Phone:	
Fax:		
Hours of operation: 3:00 pm – 10:00 pm (all booths can operate until fireworks are finished - contact Giovanna Melanson)		

Vendor Rates

Early Bird Special (Submit by December 31, 2022) Food Vendor or Business	\$125.00	
Heritage Day Food Vendor or Business Vendor	\$150.00	
Heritage Day Crafter, Non-Profit/Civic/School Group	\$30.00	
Recognition/sponsorship opportunity	\$	
	Total Cost	
{CIRCLE THE TIME YOU WILL BE DEPARTING THE EVENT: 7:00PM OR 10:00PM}		

<p style="color: red; margin: 0;">Description – provide a detailed list of products to be sold. A description of activities and/or services, you wish to provide. (SILLY STRING IS NOT PERMITTED):</p>

(*electric is only available for food/business vendors, call or email before you submit your form*)

Payment Method

Credit Card: Only a VISA OR MASTERCARD will be accepted, please identify type being used.													
Name as it appears on the card:													
Billing Address:													
Card #:													
Signature:													
CVV#:				Expiration Date:									

Payment Terms

Please complete the application/contract and mail it along with your full payment to:

Heritage Day Committee • 710 Hermann Road-DPRCS • North Brunswick, NJ 08902

Questions can be e-mailed to: heritagedaynb@gmail.com

The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of _____ . In addition, a representative has read the Rules and Regulations as adopted by the Heritage Day Committee as they appear on the back of this application and agree to the conditions contained therein. I understand that my application fee is non-refundable; unless my application cannot be approved in which case I will be so advised and promptly issued a refund.

Signed: _____ Date: _____

FOR COMMITTEE USE ONLY:		
BOOTH NUMBER	CHECK-IN/SET UP DAY & TIME	

Keep a copy of this contract for your records.

Contract Rules and Regulations

LOCATION OF BOOTH SPACE: All measurements and the Booth Space layout are as accurate as possible, but HERITAGE DAY COMMITTEE reserves the right to make such modifications and changes to Booth Space assignments and to the location of the Booth Space as may be necessary to adjust at any time to meet the needs of HERITAGE DAY COMMITTEE, Vendors and exhibits. HERITAGE DAY COMMITTEE reserves the option, in the event of any emergency or other circumstances beyond its reasonable control, to either substitute comparable Booth Space or to refund the total rent paid hereunder.

EVENT MANAGEMENT: HERITAGE DAY COMMITTEE reserves the right to render interpretations and to establish such further rules and regulations it may deem necessary for the general success of the Event. HERITAGE DAY COMMITTEE further reserves the right to decline, prohibit, or expel any exhibit, which in its sole judgment, is in poor taste or is out of character with, or reflects poorly upon, the Event or is in violation of the terms of this contract or any applicable law, rule, or regulation.

BOOTH SPACE EQUIPMENT AND SERVICE INFORMATION: The Vendor agrees to be bound by the rules and regulations as may be established from time to time by HERITAGE DAY COMMITTEE or as set forth, or otherwise, and to abide by all applicable rules as set forth in the contracts of labor unions whose jurisdiction applies at the Event.

INSTALLATION AND REMOVAL TIME: The specific times for installation and dismantling of exhibits shall be set forth by HERITAGE DAY COMMITTEE and subject to change at the discretion of HERITAGE DAY COMMITTEE.

POSTPONEMENT OF EVENT: If for any reason HERITAGE DAY COMMITTEE determines that the location or date of the Event should be changed, no refund will be due to Vendor and HERITAGE DAY COMMITTEE will assign to Vendor, in lieu of the original space, such other space as HERITAGE DAY COMMITTEE deems appropriate, and Vendor agrees to use such space under the terms of this Agreement. HERITAGE DAY COMMITTEE shall not be financially liable or otherwise obligated in the event that the EVENT is relocated or postponed.

USE OF BOOTH: The Vendor shall provide adequate staff for maintenance and operations of its exhibit during all exhibit hours. All demonstrations or other activities, including distribution of promotional material, shall be confined to the limits of the Booth Space. Sufficient space must be provided within the Booth Space for the comfort and safety of persons watching demonstrations and other promotional activities. In no case may the height along the side dividers exceed three (3) feet in the frontal three (3) feet of booth. No portion of any Booth Space sign or carpeting may extend over or beyond assigned floor space. HERITAGE DAY COMMITTEE reserves the right to restrict, segregate, or relocate exhibits which, because of noise, method of operation, materials, or any other reason, become objectionable.

TAXES AND LICENSES: The Food/Business Vendor shall be solely responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to its activity at the Exhibit and for obtaining any tax identification numbers and paying all taxes, license fees, or other charges that shall become due to any governmental authority in connection there within.

EXHIBIT SAFETY: The Vendor hereby represents and warrants to HERITAGE DAY COMMITTEE that the Vendor has taken steps reasonably necessary to ensure that sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected. The Vendor accepts sole responsibility for any personal injury or property damage that may result directly or indirectly from any other unsafe condition at its exhibit. The Vendor hereby agrees to indemnify and hold harmless HERITAGE DAY COMMITTEE, the owner and manager of the Event facility, and others lawfully on the exhibit floor, from and against any claim, loss, liability, or damage suffered as a result of the Vendor's installation, use, construction, or maintenance of an unsafe exhibit, and the Vendor further represents and warrants that it has obtained adequate insurance to cover its potential liability hereunder. The Vendor will furnish HERITAGE DAY COMMITTEE with insurance certificates evidencing the coverage described herein upon request prior to or during the Event.

LIMITATION OF HERITAGE DAY COMMITTEE'S LIABILITY: Neither HERITAGE DAY COMMITTEE nor any of its affiliates, agents, or representatives shall have any liability whatsoever to the Vendor for any loss, expense, or damage to the Vendor, its guests, invitees, or any of their property, relating to or arising out of the acts of any participant, visitor, or other invitee of HERITAGE DAY COMMITTEE, other than for HERITAGE DAY COMMITTEE's failure to perform its obligations hereunder. Under no circumstances shall HERITAGE DAY COMMITTEE have any liability for lost profits or other special, incidental, or consequential damages and HERITAGE DAY COMMITTEE total liability hereunder shall in no case exceed the amount of the total rent actually received by HERITAGE DAY COMMITTEE from the Vendor. HERITAGE DAY COMMITTEE shall have no liability for any failure to perform its obligations hereunder where such failure to perform was due acts of any participant, visitor, or other invitee of HERITAGE DAY COMMITTEE, other than for beyond assigned floor space.

INDEMNITY: The Vendor hereby agrees to indemnify and hold harmless HERITAGE DAY COMMITTEE, its affiliates, and any of the officers, directors, employees, or agents from and against any and all loss, expense actions, claims, and damages, including, without limitation, reasonable attorney's fees, arising out of or caused by the Vendor's installation, construction, removal, or maintenance of its exhibit, the Vendor's occupancy of use of the Event premises or any part thereof or as otherwise caused by the Vendor, its agents, representatives, invitees, or guests.

CARE OF BOOTH, PARK AND EQUIPMENT: All materials used by the Vendor shall comply in all respects with all-applicable laws, rules, and regulations respecting fire safety and electrical equipment. Combustible materials or explosives are not permitted in the exhibit area. The Vendor shall also comply with all reasonable requests of officials of the booth area and HERITAGE DAY COMMITTEE with respect to the installation, conduct, and disassembly of its exhibit.

LIABILITY INSURANCE: The Food Vendor shall obtain, at its own expense, adequate insurance, but in no event less than \$1 million of comprehensive general liability insurance, including the so-called "broad form endorsement". The Vendor shall furnish to HERITAGE DAY COMMITTEE certification of insurance evidencing said coverage no later than a business day prior to the event.

Signed: _____ Date: _____

I have received and read the Rules and Regulations as adopted by the Heritage Day Committee as they appear on this application and agree to the conditions contained therein. I understand that my application fee is non-refundable; unless my application cannot be approved in which case I will be so advised and promptly issued a refund.

Keep a copy of this contract for your records.

Heritage Day Participant Basics

Saturday, October 7th • Hours 3:00 pm - 10:00 pm (rain date Sunday, October 8th)

Community Park 2053 U.S. 130, North Brunswick, NJ 08902

Space Size:

Non Profit, Civic, School, Craft, Business Space -10'x10' – bring your own tent.

Food Vendor – a free standing booth bringing a pop-up tent – front is 10'w x 16'd (to the back).

Food Trucks - should call with dimensions.

General: All organizations can only sell pre-packaged food unless you are registered as a food vendor. Homemade/baked foods are not permitted. **Silly string is not allowed.**

Donations: Your organization can only collect donations inside your booth. **Wandering through the event to solicit donations is not permitted - you will be asked to leave.**

Event Hours: Booths are open from 3:00 pm – 10:00 pm. You can pack-up no earlier than 6:15 pm and your spot must be empty by 10:00 pm. Food/Crafters are permitted to stay until the end of the evening performance.

Set Up: 12pm-2pm.

Arrival: Enter at the front of the park from route 130 south or from back on Adams Lane (next to Arthur's Storage).

Check-in: **Begins at 12 pm at the white tent** toward the back of the park (beer garden). An Event representative will help you locate your spot at the time of your arrival.

Unloading: Can be accomplished curbside only – no cars are allowed on the Event lawn. You should unload curbside and move your car to the designated spot immediately.

Parking: is limited at the Event – **you are allowed one car in the lot and will be given one Event parking permit per space upon check-in – spaces are limited are first come first served.** Cars must be removed from the area closest to the Event lawn by 2 pm. Park in designated spots only and place your permit in the front window of your car. ***If you are not in a designated spot or you are in a lot without a permit your car will be towed at your expense.***

Inspection: The Health Inspector is required to inspect all booths at Heritage Day. This official inspection will start at 2:00 pm. You must be inspected in order to be part of the day.

Departure: You can park curbside to pack-up – no cars on the Event lawn.

Exiting: The road through the park is a ONE WAY street. Be safe and avoid a ticket. You can only exit to Route 130 during the daytime (8:00am – 7:00pm)

Propane: Vendors using propane should file a permit with North Brunswick Fire Safety Department 732-247-0922 ext 453. They will be on site to check vendors.

If you have any questions or concerns please call DPRCS at 732-247-0922 x 475 8:30 am - 4:00 pm or email us at heritagedaynb@gmail.com.