

Welcome to the Lake Ontario Waterfront Festival ~ Saturday, March 20th, 2023!

Located on Oswego's famous West 1st Street Pier, this One-Day event is a favorite of families, history buffs, boating fans, and everyone who loves Lake Ontario! We're excited to say that 2023 looks to be bigger and better than ever because the H Lee White Museum is teaming up with J Horth Associates to add a Craft & Vendor Show!!!

J Horth Associates are acting as Vendor Coordinators for the Craft & Vendor Show. The Craft & Vendor Show is from 10-5 pm on Saturday, May 20th, 2023! Please see the attached rules for setup/teardown and operation requirements.

Festival attendees will be given a free "Pier Passport" which contains information regarding Event Exhibitors with the goal that attendees will visit multiple booths to get their passport stamped or punched. Completed passports can then be entered into hourly drawings for a gift certificate to one of the participating Exhibitors. To participate, each exhibitor is asked to provide a \$10 gift certificate for their products or services. This is a sales tool to help you during the event – it ensures foot traffic through the entire area and brings a customer back to your booth for a potential sale. Furthermore, when an attendee asks you to stamp or punch their passport, you have an opportunity to give them an "elevator pitch" (a brief talk about your products or services). Unlike traditional event requests for a donation in which you may never see the recipient, this opportunity lets you speak to everyone participating and you get to meet the recipient as they shop with you. It's a win-win for each exhibitor!

You are welcome to add any restrictions necessary to your gift certificate (i.e., must be redeemed during the festival, may be redeemed at your online site, minimum purchase requirement, sales tax not included, etc.) as well as an expiration date. Please send your gift certificate with your application and if you have any questions, please let me know.

The deadline for applications is May 1st 2023. We are looking forward to receiving your paperwork and having you join us for a fun-filled day on the Pier!

Jim Horth
J Horth Associates
315-591-2078 (cell/text)
jhorth@twcny.rr.com

2023 Lake Ontario Waterfront Festival

The H Lee White Maritime Museum at Oswego and J Horth Associates (hereinafter known as, “the Promoters”), their agents, officers or employees shall not be liable for property damage or personal injury to the exhibitor, his/her agents, officers or employees, which may occur on or about any part of the subject premises regardless of how much injury or damage may occur. Exhibitors waive any claim against the Promoters and assume all liability for loss or damage to Exhibitor’s property entrusted to the premises. Exhibitors shall hold the Promoters harmless and shall indemnify the Promoters against all liability or expenses arising out of any claim of injury or damage to any person or property, together with all cost in connection with the defense thereto.

1. The Lake Ontario Waterfront Festival is Saturday, May 20th, 2023. Selling times are Saturday 10 AM to 5 PM. Your space must be occupied the entire selling time. Any exhibitor packing up and/or leaving early will not be permitted to exhibit at any future events held by the Promoters.

2. Food Vendor Tent Spaces are 10’ x 10’, with some flexibility for Food Trucks, Trailers, etc at the discretion of the promoter. Double booths permitted only as space and availability allows. Electricity is not available. There will be no running of power strips, electrical or extension cords beyond your booth space as this presents a safety hazard.. There is no smoking/vaping inside the booths at any time; smoking/vaping in permitted areas only.

3. This is a “Craft and Vendor Show” – Crafter booths must be operated by and consist of products handcrafted by the exhibitor. Selection of handcrafted products may be limited to maintain variety during the show; you may be asked to email photos. Non-handcrafted product booths (i.e., brands like Pampered Chef, Scentsy, Tupperware, etc.) must be operated by the exhibitor as a representative of the parent company and vendors will be limited to one booth per brand/type of product. A booth space may be shared with one other exhibitor only but each must complete an application and submit a Certificate of Liability or signed Hold Harmless Agreement. No mixed (crafter and vendor) spaces are permitted without prior permission. Food Vendors may be asked to submit their planned menus prior to the event

4. Payment of Fees – Food Vendor spaces are \$100. No discounts are available. Payment must be submitted with application; the application deadline is May 1, 2023. There are no refunds after May 10th, 2023. All payments are to be in the form of a check or money order for the full amount due, made payable to the “H Lee White Maritime Museum at Oswego”.

5. Spaces utilizing fire or open flame in any manner or the use of any device generating extreme heat (griddles, fryers, etc.) must request and receive permission in advance for safety. There is no smoking/vaping inside a food-vending space at any time; smoking/vaping in permitted areas only.

6. A food vendor space may not be shared with another vendor or exhibitor. Each vendor must complete an application and submit all necessary Sales Tax documentation, Liquor Authority

Permits, Oswego County Department of Health Permits, Certificate of Liability and signed Hold Harmless Agreement.

7. Accepted exhibitors will be assigned a space; spaces are non-transferrable. Receipts for fees will be included in your Welcome Packet when you arrive.

8. Booth set-up – Exhibitors are required to provide their own set-up, including tables, tents and chairs. Tent weights are MANDATORY. The Pier is fully paved therefore you cannot stake your tent into the ground. We recommend 30-40 pound weights per leg of your tent or canopy. Due to unpredictable wind conditions on the Pier, Exhibitors that do not have proper tent weights will be asked to take down their tent. No equipment will be provided by the Promoters. Setup is Saturday, May 20th, 2023 from 8 a.m. until 9:30 a.m. Your space must be completely set-up and vehicles must be moved to the designated Exhibitor Parking Area by 9:30 AM on Saturday. Products, displays, or any other equipment are not permitted outside your booth space.

9. Appearance – Booth spaces will remain neat, clean and professional in appearance. Exhibitors are responsible for the cleanup and removal of all garbage and debris in and around their booth. Aisles and open spaces between booths are to remain free of product, displays, storage and debris at all times.

9. Conduct – Exhibitors are expected to conduct themselves professionally, considerately and courteously. Polite and helpful suggestions for future events are welcome; complaints should be brought directly to a Promoter and only in private. No raffles, 50/50, or other forms of gambling are permitted. No alcohol or drugs are to be brought onto the grounds. All exhibitors must conduct their business within the confines of their booth space; “strolling,” “hawking,” or other forms of selling/promoting are not permitted outside your booth space.

10. Sales – There is no Wi-Fi available at this event; Exhibitors using electronic devices to collect payment are responsible for their own power to their devices and internet/data access. The Promoters cannot provide change to exhibitors, you must be prepared each day with adequate cash to last you throughout the day. You are free to take personal checks as a form of payment at your own discretion; Promoters will not be held responsible for checks that are returned to you for any reason.

11. Each Exhibitor is asked to provide a \$10 gift certificate for their business/booth. Festival attendees will be given a free Pier Passport which will contain Exhibitor Information. Attendees must visit Exhibitor booths to obtain a stamp/punch on their passport. Completed passports are then deposited in a box for an hourly drawing for a gift certificate(s) which must be brought back to that Exhibitor’s booth and used in a purchase. Each Exhibitor must bring their own small stamp (approximately ½ inch or less).

12. Parking – There will be a separate Vendors/Exhibitors parking area near the event. Exhibitors will be issued one parking permit in their Welcome Packet which must be displayed on the dash of their vehicle. No vehicles will be allowed on the event site between 9:30 a.m.

and 5 p.m. on Saturday. Exhibitors must unload and immediately move their vehicle. Do not set-up your booth or product until after your vehicle has been moved to the designated parking area. Do not move any vehicle back to the event site until after you are completely packed up and you have been given permission to retrieve your vehicle. Driving on the Pier is limited to 5 MPH and strictly prohibited during the event hours. Please watch for pedestrians at all times.

12. Licenses & Permits – It is understood and agreed that it is the sole responsibility of the exhibitor to collect, report and file NY State sales taxes, permits and related forms as required by law. You MUST include your NYS Sales tax ID on your application (remember it is a violation to “share” a sales tax ID with anyone not listed on the certificate) and your certificate must be on display at all times. Exhibitors shall also be responsible for all government permitting, licensing, registrations, and labeling that may be required of them. This event is held in Oswego County and falls under the Oswego County Health Department requirements for food vendors. Vendors who are distributing Alcohol of any kind must provide a copy of all necessary Liquor Authority Permits.

13. Product Compliance – a. All toy items must comply with safety recommendations concerning small items and choking hazards. b. Textile items must comply with all federal and state label and tag regulations.

14. Banned Items – Banned items for sale at the event include but are not limited to: firearms and fireworks, illegal or offensive items, drugs and drug paraphernalia.

15. Certificate of Liability – Exhibitors must provide a certificate of liability insurance listing “H Lee White Maritime Museum at Oswego” as a loss payee.

The Promoters reserve the right to refuse space to any exhibitor. These regulations are made to ensure a successful event; violation of these rules may result in dismissal from this event and future events. Your signature on the Lake Ontario Waterfront Festival application is binding as your agreement to comply with these rules.

This is an outdoor event and there are no provisions for rain dates.

We thank you in advance for your participation!

Follow us on Facebook (“H Lee White Maritime Museum Oswego, NY” and “J Horth Associates”) - “Like” us for all the updates (news, schedules, cancellations, photos, etc.)

All communications and special requests should be directed to Jim Horth; contacting another member of the committee will only delay a response.

For additional information or if you have questions, please contact Jim Horth, at 315-591-2078 (cell/text) or email jhorth@twcny.rr.com or through the J Horth Associates Facebook page.

2023 Lake Ontario Waterfront Festival

Business Name: _____

I am a: Food Vendor Beverage Vendor (circle one, see Rules for definitions)

Contact Name: _____

Mailing Address: _____

Telephone/Cell: _____ Fax: _____

Email Address: _____

Food or Beverage Products for Sale: (Be specific to avoid delaying approval. Only products listed herein may be in your booth.) _____

Food Vendor Space requested: _____ Single (\$100.00) _____ Double (\$200) _____

New York State Sales Tax ID# _____

Do you sell beverages that contain any amount of alcohol? Circle one: Yes No

If yes, it is required that you include a copy of your Liquor Authority Permit with your application.

Event Operations: Booth space size and fee are specified in the event rules. Payment for booth space is due with signed application. This application is not complete without payment and Certificate of Liability or signed Hold Harmless Agreement (each exhibitor in a shared booth must complete an application and provide a Certificate of Liability or signed Hold Harmless Agreement; see rules for sharing booth space). Incomplete applications will be waitlisted until they are complete. Booth space(s) will be assigned and are non-transferrable. Confirmation will be sent by email.

A Welcome Packet will be provided at check-in. Compliance and Indemnity Agreement I (we), the undersigned, have read the Rules and Regulations of the Lake Ontario Waterfront Festival and do agree to abide by all rules and regulations. I (we) further agree to operate my (our) booth in accordance with these rules and regulations and to pay all applicable fees as set out in the rules and regulations. I (we) do understand that the booth fee, length of the event, and hours of operation are set in the rules and regulations, and I (we) will abide by them. I (we) further understand that failure to comply with the rules and regulations of the Lake Ontario Waterfront Festival could mean dismissal from the event and the forfeiture of any fees paid.

As a vendor, wishing to participate in the Lake Ontario Waterfront Festival, I (we) agree to save, hold harmless and indemnify the H Lee White Maritime Museum at Oswego, its sponsoring agency, employees and volunteers, from any and all liability or responsibility pertaining to any damages to person or property in the space assigned to me (us) by their representatives located at such event. I (we) verify that all information I (we) have provided about me and my products for sale is true and accurate. I (we) understand that the H Lee White Maritime Museum at Oswego operates on limited funds. I (we) also acknowledge that the H Lee White Maritime

Museum at Oswego's beneficial purpose will be impossible to pursue if it is subjected to costly litigation. Wherefore I (we) hereby agree that as a condition of my participation in the Lake Ontario Waterfront Festival, I (we) will resort to litigation against the H Lee White Maritime Museum at Oswego, its officers, management, and affiliated entities, only after attempting in good faith to resolve the dispute. I (we) agree to limit any claim I (we) may have as a result of a decision by the H Lee White Maritime Museum at Oswego management or Board of Directors which results in the denial of an event acceptance, the denial of a product to sell, or wrongful suspension or termination from the Lake Ontario Waterfront Festival, to a return of booth fees (or pro-rated portion thereof) incurred during my (our) absence from the event. I (we) further agree that in the event I (we) am unsuccessful in my (our) litigation against the H Lee White Maritime Museum at Oswego, I (we) will pay all costs, expenses, fees and disbursements incurred by the H Lee White Maritime Museum at Oswego in the course of its defense of said litigation, and I (we) will also pay the H Lee White Maritime Museum at Oswego a reasonable attorney's fees.

Exhibitor Name (Print) _____
Signature _____
Date _____

Mail your paperwork (application, Certificate of Liability or signed Hold Harmless Agreement, gift certificate, and payment made payable to "H Lee White Maritime Museum at Oswego") before May 1, 2023 to: J Horth Associates Att: Jim Horth PO Box 109 Lacona, NY 13083

HOLD HARMLESS AGREEMENT

_____ (name) does hereby covenant and agree to defend, indemnify and hold harmless the H Lee White Maritime Museum at Oswego from and against any and all liability, loss, damages, claims, or actions (including costs and attorney fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of H Lee White Maritime Museum at Oswego property, facilities and/or services.

Signature _____
Date To be executed by _____