



**June 3<sup>rd</sup> - 4<sup>th</sup>, 2023**  
**11am - 9pm**

## **HOLD HARMLESS AGREEMENT**

**Saturday and Sunday - June 3rd - June 4th, 2023**

**11am – 9 pm - Rain or Shine**

**German Masonic Park - 89 Western Highway, Tappan NY 10983**

My signature below releases PLUS Media Group Corp. (“PMGC”) and PLUS’ Polish Festival (“PPF”) from any and all personal or bodily injury including death, any and all property damage and any other liability of any kind whatsoever arising from the vendors, its employees, invitees, owners, shareholders, and or independent contractors and their staff, sales/exhibition and use of the grounds know as the German Masonic Park located in Tappan, Rockland County, NY and agrees to indemnify and hold harmless PMGC and PPF, its owners, affiliates, shareholders, assigns, contractors, agents, employees volunteers, staff, or other persons affiliated or related to PMGC or PPF. against any suit for any personal injury, including death or any and ,all property damage or any liability of any kind whatsoever including any attorney’s fees, fines, penalties or costs of suit expended by PMGC OR PPF to defend any suit or any claim of any nature.

The vendor acknowledges that it shall reimburse PMGC of PPF, or any and all of the above parties related to PMGC or PPF, for any and all damage to any property known as the German Masonic Park, its staff, employees, and volunteers as result of the use and occupancy of the premises by the vendor, its agents, employees or staff, or any person coming upon the premises in connection with the vendors’ use and occupancy of the premises, personally, and first and in advance of any insurance claims or payments thereunder..

Vendors agree that the rights and obligations under this agreement shall inure to be binding on its successors and assignees, regardless of any death, bankruptcy, receivership, insolvency proceeding or subrogation agreement.

Neither the PLUS Media Group Corp. nor the PLUS’ Polish Festival will be held responsible for any theft, bodily injury or damage to property occurring at said Festival and are absolved of any legal obligations resulting from any legal actions by anyone, including anyone related to the vendor or its invitees, employees.

By signing this application, you confirm that you have read, understand and comply with the RULES AND REGULATIONS as stated.

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[PRINT NAME HERE]

Your Signature: \_\_\_\_\_  
Individually, and on behalf of the Vendor

Date: \_\_\_\_\_



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## General Information and Conditions

This document contains pertinent rules and regulations that govern the operations of the PLUS' Polish Festival (PPF) hosted by PLUS Media Group Corp. (PMGC).

We are extending invitations to vendors who submit fully executed applications with required enclosures and payments (see application page) by the May 1, 2023 deadline.

PLUS' Polish Festival strives to maintain a balance in diversity and quality of vendor offerings. All applications and products are reviewed so that we may maintain this balance in our estimation. Our goal is to keep standards high and promote a safe, successful and fun festival. The policies and regulations set forth in this document are designed to maintain order and to regulate activities on the Festival site. Regulations will be strictly enforced.

### CONDITIONS

1. Vendor parking is provided in designated areas only. After set-up and load-in vehicles will not be permitted at event site.
2. Detailed description of products to be sold is required with the application before the application can be approved. All vendors' items are subject to approval by PPF and PMGC staff. Any product not specified in the application will not be allowed at the Festival.
3. Food vendors must provide a certificate of insurance to PMGC by May 1, 2023. Each food vendor must provide PLUS Media Group Corp. with a certificate for Comprehensive General Liability with **\$1,000,000 minimum**. PLUS Media Group Corp. and PLUS' Polish Festival must be listed as additional insured, as well as provide copies of any licenses and permits for this occasion as required by the town or county. Proof of insurance must be mailed with your application.
4. The Festival Committee reserves the right to accept or reject any application.
5. All signs and displays must be of a professionally produced nature. Prices of items must be displayed.
6. All exhibitors must be ready to display by 10 am on June 4, 2023.
7. All vendors are not to begin breaking down their display until Sunday at 8:00 p.m. Leaving early makes the festival look in disarray; and vendors who leave early will not be invited to participate the following year.
8. **Sale of beverages will be reserved exclusively for PPF and PMGC.**
9. It is the sole responsibility of each vendor to obtain the applicable and appropriate state and local licenses and permits as well as payment of taxes pertaining to their operation. PMGC and PPF disclaim any liability therefore.
10. No vendor may disconnect any electrical machinery or hook-up or cables installed by others. Any electrical supply provisions must conform to the town/city and state laws, ordinances and regulations. No vendor shall run any hook-ups, wiring or cables across or through any thoroughfares intended for pedestrian or vehicular traffic.
11. PPF and PMGC will provide limited day and evening security, but vendor agrees to hold above-listed organizations harmless for any injury, theft or other loss that may occur to the property or to any third person, employee, invitee, leasee or other person or entity during the Festival.
12. All vendors must provide their own tables, chairs, canopies, lighting and UL-rated extension cords, the use of which shall conform to all local rules, ordinances, regulations, etc., before the installation of same.
13. Food vendors are required to keep a neat, presentable booth at all times. Tables should be covered. Empty boxes and trash will not be permitted around the booth. This looks unprofessional and sloppy. Each vendor is responsible for tidying up their area.
14. The use of highly flammable or explosives material is prohibited.
15. Vendor agrees to indemnify and hold PLUS Media Group Corp. and PLUS' Polish Festival and any officers and/or owners of the aforementioned company harmless for any damage to equipment or product caused by any malfunction or accident and for any third party claims for any matter resulting from this event, including but not limited to damages, attorneys' fees costs of suit, penalties and /or fines.