

**BAYSIDE VILLAGE BID
ARTS & CRAFTS FAIR
VENDOR/EXHIBITOR AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, INCLUDED THE MUTUAL COVENANTS SET FORTH BELOW, THE SUFFICIENCY OF WHICH IS MUTUALLY ACKNOWLEDGED, IT IS HEREBY AGREED TO BY AND BETWEEN THE UNDERSIGNED PARTIES AS FOLLOWS:

1. THE BAYSIDE BUSINESS IMPROVEMENT DISTRICT, (Hereinafter "Producers") DO HEREBY CONSENT AND GIVE LICENSE TO THE UNDERSIGNED'S EXHIBITION OF ARTWORK AND/OR CRAFTS PRODUCER THE RIGHT TO DISPLAY AND OFFER FOR SALE, THEIR PRODUCTS AND PROPERTIES IN THEIR ASSIGNED AND DESIGNATED AREA ALONG 41st AVENUE BETWEEN BELL BLVD AND 213th STREET, BAYSIDE NY 11361 ON SATURDAY, APRIL 26, 2014

ARTIST/VENDOR _____

ADDRESS _____

PHONE _____ **E-MAIL** _____

SSN/Tax ID #/NYC TEMPORARY PERMIT # (Circle one) _____

2. THE ARTS AND CRAFTS FAIR WILL TAKE PLACE RAIN OR SHINE. THE VENDOR AGREES TO FEES AND SERVICES OUTLINED 2014 ARTS AND CRAFT GUIDELINES.

3. THE ARTIST/VENDOR _____ DOES HEREBY IRREVOCABLY COVENANT, PROMISES AND AGREE TO DEFEND AND INDEMNIFY THE BAYSIDE BUSINESS IMPROVEMENT DISTRICT, THE CITY OF NEW YORK AND THE LONG ISLAND RAIL ROAD and TO HOLD THEM HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, EXPENSES, SUITS, COSTS, DEMANDS, DAMAGES OR LIABILITIES, JOINT OR SEVERAL, OF WHATEVER KIND OR NATURE WHICH MAY ARISE AS A RESULT OF THIER PARTICIPATION IN THIS ARTS AND CRAFTS FAIR, THE EXHIBITION AND / OR SALE OF THEIR PRODUCTS AND CREATIONS AND AS RECOGNIZED AND MEMORIALIZED WITH THIS AGREEMENT. TO HOLD HARMLESS AND DEFEND THE BAYSIDE BUSINESS IMPROVEMENT DISTRICT, THE CITY OF NEW YORK AND THE LONG ISLAND RAILROAD FROM ANY CLAIM THE VENDOR OR EXHIBITOR MAY SUSTAIN OR TO WHICH THEY MAY BECOME SUBJECT TO ARISING OUT OF OR RELATING IN ANY WAY TO THE UNDERSIGNED'S REPRESENTATIONS, BOOTH, ART EXHIBIT, PRODUCT OR CRAFT SALE THAT IS BEING OFFERED OR DISPLAYED IN THE PARKING LOT OF THE CHASE BANK OR ADJACENT COMMON AREA. INCLUDING WITHOUT LIMITATION IN EACH CASE ATTORNEY'S FEES, COSTS AND EXPENSES ACTUALLY INCURRED IN DEFENDING AGAINST OR ENFORCING ANY SUCH

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LOSSES, CLAIMS, EXPENSES, SUITS, DAMAGES OR LIABILITIES.

3. IF THE INDEMNIFYING ARTIST/VENDOR IS A BUSINESS ORGANIZATION, IT AGREES TO INCLUDE THE BAYSIDE BUSINESS IMPROVEMENT DISTRICT, THE CITY OF NEW YORK AND THE LONG ISLAND RAILROAD AND THEIR AGENTS AND REPRESENTATIVES AS ADDITIONALLY INSURED ON ITS COMPREHENSIVE GENERAL PUBLIC LIABILITY POLICY. THIS AGREEMENT IS MADE TO COMPLY WITH THE REQUIREMENT OF NEW YORK STATE'S INSURANCE LAW AND SHALL BE DEEMED A WRITTEN CONTRACT FOR ADDITIONAL INSURANCE PURPOSES UNDER NEW YORK STATE INSURANCE LAWS.

4. EVERY INDIVIDUAL THAT SIGNS THIS AGREEMENT IS RESPONSIBLE FOR ALL PERMITS REQUIRED FOR THE EVENT BY THE CITY OF NEW YORK AND PAYING ANY TAXES ON ANY ART AND/OR CRAFTS THAT ARE SOLD AT THIS EVENT AND HOLD HARMLESS THE BAYSIDE BUSINESS IMPROVEMENT DISTRICT, THE CITY OF NEW YORK, AND THE LONG ISLAND RAILROAD FROM ANY FINANCIAL OBLIGATIONS AND/OR REQUIREMENTS OR CONTRACTUAL OBLIGATIONS RELATED TO THIER DISPLAY AND /ORSALE OF THIER PRODUCTS, CREATIONS AND PROPERTIES

DATED: _____

VENDOR/INDEMNIFYING
PARTY: _____

PRINT NAME: _____

PRODUCERS

BAYSIDE BUSINESS IMPROVEMENT DISTRICT

BY: _____

THIS AGREEMENT EXPIRES ARPIL 27, 2014 UNLESS IN THE EXERCISE OF ITS SOLE DISCRETION, THE BAYSIDE BUSINESS IMPROVEMENT DISTRICT UPON NOTICE TO THE INDEMNIFYING PARTY, REVOKES ACCESS TO THE PREMISES.