



Saturday, October 12, 2019

Hours: 12:00 p.m. - 6:00 p.m.

St. John's – 400 Main Street, Niantic, CT 06357

Vendor Contract

Legal Business Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Owner: \_\_\_\_\_ Cell: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email: \_\_\_\_\_

**All Proceeds to Benefit the Miracle League of Southeastern CT**  
*Because Every Child Deserves the Chance to Play*



**FOOD / BEVERAGE ITEMS & PRICE PER:**

**Note:** The Niantic Bay Oyster Festival reserves the right to limit the number of duplicate main menu food items. Be sure to provide details on the main food items you will be selling. There is no limit to the number of sides you offer on your menu. FOOD Vendors may sell any **non-alcoholic** beverages (except lemonade). Food / Beverage items listed below will be printed in the 2019 Niantic Bay Oyster Festival Program. Beer Vendors may also sell wine and other carbonated spirits. **Hard alcohol will NOT be permitted at the event.**

*The Niantic Bay Oyster Festival reserves the right to deny your main menu item to ensure a variety of food items are available.*

Food items to be served: Description	Price Ea. (\$1 increments)
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____

*(Please attach separate sheet if additional space is needed)*

Beverages to be served: Description	Price Ea. (\$1 increments)
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____

*(Please attach separate sheet if additional space is needed)*

**VENDOR FEE: (Contract, requested documents and fees must be received by 9/10/2019)**

**NOTE:** Limited spaces are available for vendors that wish to supply their own generator power.

**Vendor Fee: \$100** (50% refundable w/ full participation at event and compliance with this contract)  
**Payment can be made by credit card or by check made payable to: MLSECT** (Return check fee \$35)

**\*\*\*Vendor fees are due with your signed contract\*\*\***

**Cancelation on or after September 12, 2019, will result in 50% forfeiture of your submitted advertising fees (if applicable) and deposit. Cancelation on or after September 28, 2019 or failure to show on the day of the event will result in forfeiture of all submitted advertising fees (if applicable) and deposit submitted with this contract and may prohibit participation in future events.**

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The Vendor is a private contractor. Neither the Town of East Lyme, St. John’s Church, The Miracle League of CT, The Miracle League of Southeastern CT, its Board of Directors, members, staff, all committees thereof, planners, supporters or volunteers of the Niantic Bay Oyster Festival will be responsible for any injury, loss or damage that may occur to the vendor or the vendor's property, from any cause whatsoever, prior to, during, or subsequent to the period covering the event.

The undersigned Vendor AGREES to the above and the terms and conditions in Exhibit A (attached) regarding the 2019 Niantic Bay Oyster Festival on behalf of the participating business. Infractions of any rules or requirements, attached hereto or otherwise provided, will be grounds for dismissal immediately and / or prohibition from future participation. By signing, the vendor and / or its representative agrees to comply with the rules and regulations, fees, receipts, and operations of the event as stated and part of this agreement.

AGREED TO BY:

\_\_\_\_\_ Date \_\_\_\_\_  
Print Name of Authorized Vendor

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Vendor

\_\_\_\_\_ Date \_\_\_\_\_  
Print Name of MLSECT Authorized Representative

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of MLSECT Authorized Representative

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**Exhibit A**  
**Vendor Agreement**

**Vendor Agrees to:**

1. Participate in this fundraising event organized by the Miracle League of Southeastern CT to be held on Saturday, October 12th, 2019 on the green located behind St. John's Episcopal Church, 400 Main Street, Niantic, CT. All vendors must be set up by 11:30 a.m. and stay for the duration of the event. Late setup or early departure will result in an additional 10% deduction of your total sales, forfeiture of your deposit and could exclude you from participation in future events.
2. Vendor may price food items to be sold solely at their own discretion. Individual food tickets will be sold by MLSECT in one-dollar denominations. **No cash may be accepted by Vendors.** Vendors will be reimbursed by MLSECT for Seventy-Five percent (75%) of the total dollar value of all official MLSECT food and beverage tickets (in the designated color) turned in at the end of the event. Payouts will be mailed as soon as possible following the event (estimated one week to ten days).
3. Every vendor must provide evidence of insurance, naming as additional insured the Town of East Lyme, 108 Pennsylvania Avenue, Niantic, CT, The Miracle League of Southeastern CT, % East Lyme Parks & Recreation, 41 Society Road, Niantic, CT 06357, St. John's Episcopal Church, 400 Main Street, Niantic, CT 06357 and The Miracle League of CT, 47 Upson St., Bristol, CT 06010. **A copy of your Certificate of Liability Insurance must be submitted with this Contract.**
4. Abide by all relevant government regulations as may pertain to participation, including, but not limited to, the State of Connecticut Department of Revenue Services, The Town of East Lyme and Ledge Light Health District.

**NOTE: A temporary Ledge Light Health District food permit will be obtained for the event that will cover ALL participating food and beverage vendors at the 2019 Niantic Bay Oyster Festival whom comply with all of the requirements listed in this contract. Therefore, participating vendors will NOT be required to pay a LLHD permit fee; however, all vendors must complete the LLHD application (attached) and submit it with this completed contract.**

5. LP gas: Please specify if you will be cooking with LP gas: **Yes** \_\_\_ **No** \_\_\_
6. All tents, tables, chairs, linens and required equipment, (i.e.: coolers, grills, etc.) are to be supplied by vendor. All vendors must supply their own hand washing stations, digital thermometers, alcohol wipes and sanitizing solution as spelled out in the LLHD temporary food service license.
7. Vendors using a secondary power source or equipment that produces heat for cooking, must have a certified fire extinguisher in your booth for the duration of the event. Failure to have the extinguisher onsite will prevent your participation in the event. *The East Lyme Fire Marshal will inspect for compliance prior to the start of the event.*
8. Vendor is required to fully clean their area and the immediate surroundings prior to departure from the event grounds. Failure to do so, will automatically forfeit the \$50 refundable deposit. MLSECT will photograph any spaces left unsatisfactory to document the conditions of the space upon departure. We hope not to impose any such assessments, as we expect your understanding that this would be an anticipated protocol.

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**Program Advertising - ADS DUE NO LATER THAN SEPTEMBER 27, 2019**

Please check your ad selection below and include the ad fee with your vendor contract fee of \$100. All ads will be printed in full color unless submitted as black & white.

\_\_\_\_\_ Quarter page Show Program Advertising: 2.125”H x 5.5”W - **\$50**

\_\_\_\_\_ Half page Show Program Advertising: 4.25”H x 5.5”W - **\$75**

\_\_\_\_\_ Full page Show Program Advertising: 8.5”H x 5.5”W - **\$150**

\_\_\_\_\_ Need help designing an ad? Have our designer create one for you - **\$50**

\_\_\_\_\_ Need help editing an ad? Our designer will make a quick fix for you - **\$25**

**\*\*\*Ad fees are due with your signed contract\*\*\***

**Payment Info:** Want to save \$\$\$ on your ad? Let us know you shared the event on your business social media site by sending the link to [jwilson@eltownhall.com](mailto:jwilson@eltownhall.com) and receive 10% of your advertising fee back!

**AD TOTAL FROM ABOVE: \$ \_\_\_\_\_**

**CONTRACT FEE: \$ 100.00**

*(50% of your deposit will be refunded to you with your percentage of sales by check if you are set up at the event by 11:30 a.m. & remain set up until 6:00 p.m.)*

**TOTAL DUE WITH CONTRACT: \$ \_\_\_\_\_**

**Payment:** Checks made payable to: MLSECT **OR** Credit Card: MC, VISA, AMEX:

**CREDIT CARD AUTHORIZATION**

Name on card \_\_\_\_\_

Card# \_\_\_\_\_ Exp. Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ CID \_\_\_\_\_

Billing address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

By signing below, you authorize MLSECT to process the credit card listed above upon approval of your submitted contract for the total amount listed above.

\_\_\_\_\_  
Signature of Card Holder (required)

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

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Please email your completed contract with credit card info to: [jwilson@eltownhall.com](mailto:jwilson@eltownhall.com)

OR mail your contract and check(s) to:

The Miracle League of Southeastern CT  
c/o Town of East Lyme  
P.O. Box 519  
Niantic, CT 06357  
Attention: Julie Wilson



Once all requested information has been received, your ad fee will be processed.

Please check here if you would like a copy of your credit card receipt sent to you.

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