

# 2025 Millville Volunteer Fire Company's Outdoorsman Marketplace Vendor Application and Agreement

January 4, 2025, 7 AM to 3 PM

Vendor Type	Vendor Fee	Select Desired Space (s)	Electric Hookup (Y/N)	Vendor Space
booth	\$100 by December 20th			10 x 10 space
table	\$75 by December 20th			8 foot table
End cap	\$200 by December 20 <sup>th</sup>			Four 8 foot tables
Outdoor space (1)	\$1,500.00 by December 20 <sup>th</sup>			pad in front of bays and sponsor benefits
Outdoor space (2)	\$750 for side parking lot			Side parking area And sponsor benefits

\_\_\_\_\_ **Table rental (for booths only). \$10/table**      # tables \_\_\_\_\_ x \$10

Organization Name \_\_\_\_\_ Contact \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Website \_\_\_\_\_ Business License Number \_\_\_\_\_

Description of Item(s) being sold:

\_\_\_\_\_

## SPONSORSHIP OPPORTUNITIES

Sponsorship Levels	Number Available	Sponsorship Fee	Included Benefits
Silver	Unlimited	\$250 by December 15th	Includes a table or booth, 3 event tickets and your logo on promotional advertising
Bronze	8	\$500 by December 15th	Includes all Silver benefits, 2 additional event tickets (total of 5) and your logo on the show banner
Gold	2	\$750 by December 15th	Includes all Silver and Bronze benefits and outside space or end cap
Platinum	1	\$1,500.00 by December 15th	Includes all Silver and Bronze benefits, space in front of the bays, 5 additional event tickets (total of 10)

TOTAL DUE \$ \_\_\_\_\_

**Make check payable to: Millville Volunteer Fire Company a 501(c)(3) organization**

**Return payment and form to: MVFC, 35554 Atlantic Ave, Millville DE 19967**

**We request that each vendor provide a prize to raffle off, minimum value \$20.00**

**Questions contact Steve Hess (302-213-9403) or Marc Bognar (302-205-5927)**

Yes, I have read and understand all information outlined in the Vendor Agreement.

Any modification of this agreement shall be null and void unless said modification is set forth in writing by the said parties. This agreement incorporates all agreements and understandings, either oral and or written, between the parties and has not excluded any term contemplated prior to the signatures of the parties. This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below.

**Signature of Vendor** \_\_\_\_\_

*In order to process this application, the agreement must be signed, dated and returned. Any applications received without the agreement signed will be considered void and will not be processed. No application is complete without payment. The Event Organizer reserves the right to refuse any applicant for any reason with or without cause.*

## Vendor Agreement

The Vendor agrees to each and all clauses set forth in this agreement and identified in the Millville Volunteer Fire Company Incorporated Outdoorsman Marketplace application herein incorporated by reference. Failure by the vendor to abide by any clauses set forth in this agreement of the 2025 Millville Volunteer Fire Company Outdoorsman Marketplace, gives Millville Volunteer Fire Company (hereinafter known as MVFC) and/or the authorized agents of MVFC, the right to:

- Immediately terminate this agreement,
- Require the Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises.
- Forfeit any and all fees paid to MVFC for the right and privilege of participating as a Vendor of the 2025 Millville Volunteer Fire company Outdoorsman Marketplace

**No clauses of this agreement may be changed in any way or altered without the written, signed permission of MVFC. Agreement clauses are as follows:**

1. Millville Volunteer Fire Company Outdoorsman Marketplace agrees to provide each Vendor with the space selected and paid for at the Millville Volunteer Fire Company station in the designated event area. The Vendor must provide their own tent; tables, chairs and 100' extension cord (if electrical power is requested). In the event the Vendor fails to appear at the event and claim their reserved space by 4:00 PM, Eastern Time Zone, on Friday, January 3rd, MVFC reserves the right to assign, and or resell, such space to another prospective Vendor without further notice, nor refund, to the undersigned Vendor.
2. Vendor agrees to indemnify and hold MVFC, including its officers, agents and employees, harmless from any and all liability arising out of the Vendor's participation in the event. This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Vendor's agents or employees.
3. **Vendors shall not sublet their space to anyone.**
4. Vendor agrees to obey all rules and instructions as directed by MVFC's Vendor Coordinators during the event weekend, any failure to strictly adhere to such instructions may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to MVFC.
5. Vendor agrees and acknowledges that household pets, amplified sound, barbeque grills, within or around your designated booth space is strictly prohibited. Any violation herein shall be considered a material breach

of this agreement by the Vendor and shall result in immediate termination of this agreement and forfeiture of any and all fees paid to MVFC.

6. Vendor agrees and acknowledges to abide by all directions by MVFC which seeks to protect the Millville Volunteer Company Fire Hall and the safety of event patrons. Vendor hereby acknowledges its liability, and agrees to compensate MVFC, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, objects to the environs and infrastructure of the Firehall which causes MVFC to pay for the repair, replacement, or other remuneration to the facility for such damage to the environs or infrastructure of the hall/station.
7. Out of fairness and consideration of all event participants, Vendor acknowledges and agrees to only utilize such space contained within the confines of its booth, and not to extend beyond 3 feet directly in front of its booth, for any sales, distribution, or other solicitation by MVFCOM participant. Vendor acknowledges and agrees that they are strictly prohibited from “canvassing” or otherwise roaming the Grounds in any effort to promote its booth’s purpose unless authorized by MVFC.
8. As a courtesy to other exhibitors and festival participants, any amplified sound and loud noise from your booth is prohibited. Additionally, the Vendor acknowledges and agrees that any material of an adult nature shall be displayed subject to the Federal, State, and Local rules, laws, and regulations regarding the display of such materials which may be considered obscene or objectionable for view by minors.
9. MVFC reserves the right to prohibit, within any Vendor booth or on the event grounds, the display, advertisement, or other promotion of any business, company, or organization which may be in conflict with a current event sponsor or preferred vendor. Any questions concerning current sponsors or preferred vendors should be directed to the MVFC contacts listed above.
10. Vendor shall not display, offer for view or sell any illegal or contraband items.
11. Vendor shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned or marked in any manner with any and all the words “2025 Millville Volunteer Fire Company or Outdoorsman Marketplace without written consent of the MVFC.
12. Cancellations / Refund Policy / No Shows: A 50% refund will be given with a written request received by December 27th, 2024. No refunds will be given after December 27<sup>th</sup>, 2024.
13. MVFC makes no representation or guarantees towards actual event attendance.
14. Vendor understands that MVFC has no control over weather, acts of God, acts of terrorism, or governmental intervention, or any other cause that may prevent and alter and or interrupt, the event weekend, and participants shall hold MVFC harmless for any losses that could arise because of such event.
15. **MVFC reserves the right to place Vendors in a booth location at the complete discretion of MVFC.** They shall have sole and complete authority to place the vendor in any location on the event grounds, irrespective of the vendor’s request. MVFC makes no representation, nor does it guarantee any volume of “foot-traffic” of event guests in any area of the grounds. MVFC cannot speculate, nor control, the popularity of one area of the event over the other.
16. MVFC will provide limited overnight security at the festival site on Friday, January 3<sup>rd</sup> and Saturday, January 4<sup>th</sup>; however, **exhibitors assume all risk of loss or damage to exhibitor’s equipment, fixtures and property from any cause whatsoever.** Exhibitor is responsible for securing its display area. The Indemnified Parties expressly disclaim any responsibility for theft, damage or loss of any exhibitor’s equipment, fixtures and property before, during or after this event.
17. Vendor upon vacating their booth space (s) will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate containers. **Failure of the Vendors to clean their booth site may result in the future denial of Vendor participation.**
18. Signs/Banners/Tents shall be made of a flame-retardant material and proof of such fire-retardant rating shall be made available to the County Fire Marshal upon request. Failure to have such fire-retardant rating information available could result in the immediate closure of the Vendor’s operation until such information is satisfactorily provided. Any losses or damages by Vendor are hereby waived against MVFC for failure to have such information readily available for inspection by the Fire Marshal.
19. **Indemnification:** Exhibitor assumes entire responsibility and agrees to release, indemnify, defend and hold MVFC and each of their respective parent subsidiary and affiliated companies, and each of their respective shareholders, directors, officers, employees, agents. Successors and assigns (“indemnified Parties”) from and against any and all claims, damages, liabilities, losses, governmental charges or fines demands or causes of action of any kind, including but not limited to personal injury, death and/or property damage, and cost and expenses, including attorneys’ fees and cost of investigation and suit (“Damages”) arising from or in

any way connected with this Agreement or any alleged or actual breach thereof or from any act or omission of Exhibitor, its employees or agents. This includes but is not limited to any claims related to the preparation, handling, storing or serving of food. Furthermore, Exhibitor agrees that the above indemnity shall extend to all fines levied and/or penalties incurred as a result of Exhibitor not possessing and displaying current permits and licenses. The terms of this section shall survive the termination or expiration of this Agreement.

20. Exhibitor agrees that the above indemnity shall extend to all fines levied and/or penalties incurred as a result of Exhibitor not possessing and displaying current permits and licenses. The terms of this section shall survive the termination or expiration of this Agreement.
21. **INSURANCE:** *Exhibitors displaying or possessing any merchandise or other items that can pose a safety risk are required to provide insurance. Items that can pose a safety risk include but are not limited to weapons, sharp objects, motorized equipment (boats, RVs, jet skis, etc.). This list is not all inclusive and it is incumbent on the exhibitor to determine the safety of their property or merchandise. Exhibitors serving food are also required to provide insurance.*

Exhibitors are advised to see that their regular company insurance includes extra-territorial coverage, and that they have their own theft, public liability and property damage insurance. Exhibitor, at its sole cost and expense, shall obtain and keep in force during the term of this Agreement the following minimum amounts of insurance coverage that shall be primary and non-contributory with any coverage of the Indemnified Parties: (a) Commercial General Liability insurance with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage; \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; including coverage for premises-operations, products- completed operations, personal and advertising injury, and contractual liability; (b) Automobile Liability insurance with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage, including coverage for all owned, hired and non-owned vehicles; (c) Workers' Compensation insurance with statutory limits; and (d) Employer's Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident; \$500,000 each employee for bodily injury by disease; \$500,000 policy limit for bodily injury by disease. All such insurance shall insure performance by Exhibitor of the indemnity provisions of this Agreement but does not limit Exhibitor's obligation to indemnify. Exhibitor, its representatives and/or subcontractors will be responsible for providing insurance for their equipment and materials located at the event. At least thirty (30) days prior to the event, Exhibitor must provide the MVFC a certificate of insurance evidencing that the Indemnified Parties are included as Additional Insured under the Commercial General Liability and Automobile Liability insurance and that a Waiver of Subrogation in favor of the Indemnified Parties is included under all required insurance. All insurance shall be in a form and from an insurer reasonably acceptable to MVFC. Exhibitor shall provide MVFC prior written notice of any modification, cancellation or exhaustion of limits and provide MVFC with a certified copy of the above policies if so requested. All certificates of insurance are to be mailed to MVFC, 35554 Atlantic Avenue, Millville DE 19967.

22. **COMPLIANCE WITH LAWS:** Exhibitor shall comply with all federal, state, city and local laws, ordinances, rules and regulations. Exhibitor agrees to be responsible for local, city, state and federal licenses and permits required. MVFC reserves the right to refuse to allow Exhibitor onto the Event property or remove any Exhibitor from the Event property premises if MVFC, believes in their sole discretion that Exhibitor has not complied with the terms of this Agreement.

## **Vendor Information**

### **General Information:**

- There is no discount for purchase of multiple booths.
- Vendor Space is limited. Priority will be given to returning vendors

### **Do we provide other items?**

The Vendor must provide their own tents, tables, chairs and 100' extension cord if electrical power is requested.

### **When can I load into my space and when can we load out of the event?**

Vendors can load in on Friday, January 3<sup>rd</sup> from 11AM to 8 PM. You are not allowed to break down before the close of Saturday at 3:00pm when the event ends.