**APPLICATION AGREEMENT FOR EVENT SPACE**

# 2023 Earth Day Celebration

**Saturday, April 22, 2023**

**11:00 a.m. to 4:00 p.m.**

**Event organized by: St. Mary’s County (COE) Commission on the Environment and hosted by SummerSeat Farm Inc.**

## 1. Terms and Conditions

1. The 2023 “Earth Day Celebration” at SummerSeat Farm will be held on **Saturday, April 22, 2023, from 11:00 AM to 4:00 PM *(No rain date)*.** Throughout the day, entertainment and activities will also be held at the premises.

1. **There is no rain date for this event.** In the event of inclement weather or other emergency requiring access to the requested area of use, the event and all its activities may be canceled by the event Organizers, the Commission on the Environment, or the St. Mary’s County Sheriff’s Department. Check the COE Facebook page at <https://www.facebook.com/GreenInStMarys>[,](http://www.leonardtown.somd.com/) or email CoEStMarys@gmail.com

1. Exhibitors and vendors should have displays and items for sale that would **appeal directly to an Earth Day audience** – particularly pertaining to local farmers’ market, local agriculture, alternate transportation, and fuels, recycled or repurposed arts & crafts, energy efficiency, and conservation, sustainable living, natural resources/wildlife, organic/vegan/vegetarian produce, and food, practical ways to reduce/reuse/recycle, or personal health and wellness.

1. **Pages 3 and 4 of the Application Agreement for Vendor/Exhibitor Space** must be submitted to the COE by each participant requesting space in this event, including non-profit organizations, no later than **March 15, 2023**.
2. Completed Application Agreements should also include:
   * The **required fee** for the use of the space and opportunity (as outlined on the form)
   * **A photo** representative of the items you will be selling and/or displaying. Items exhibited on the day of the event must be the same as the represented sample.

AND

* A $1 Million Liability **Certificate of Insurance (COI),** naming Summerseat Farm Inc. and the COE as additional insured (required for food vendors, live animal displays, and commercial exhibitors/vendors)
* **OR** A signed copy of the Hold Harmless Agreement associated with this application (crafters, nonprofit exhibitors who do not have insurance).

1. All applicants will be notified of their approved/denied application via e-mail for this event. Please be sure to include your e-mail address on your Application Agreement.

1. Space will be assigned to vendors and exhibitors as available. Each space is approximately 10’ X 12’. Larger units, such as a tent or van, may require additional space(s) – please indicate your need for any additional spaces on the Application form. The Space fee is $45 per space. Fees are non-refundable. Please make checks out to Summerseat Farm Inc.

1. Vendors and exhibitors are asked to supply their own set-up materials, including tables, chairs, tents, etc.

Vendors and Exhibitors are encouraged to bring a pop-up tent or umbrella for cover and to provide a uniform look to the event. As the day is often very windy, participants should also plan appropriately to weigh down their tent and items on display.

1. Groups or organizations conducting the sales of merchandise must comply with all pertinent local, state, and federal laws pertaining to sales tax and reporting of income.

1. All vendors and exhibitors are expected to leave their area clean before departing. Vendors and Exhibitors should use – and encourage others to use - the recycling containers for glass, plastic, paper and cardboard. To prevent overflow of trash containers, vendors and exhibitors should take all other set up and clean up trash with them for disposal.

1. The St. Mary’s County Health Department requires that a **temporary food license** be purchased for each food booth in operation during an event. All food and beverage vendors and organizations (including not-for-profits) are responsible for contacting the St. Mary’s County Health Department at least **14 days prior to the event date** to obtain a temporary food license/permit. The valid license shall be posted in your food service establishment, mobile unit, and/or temporary food service establishment. Food vendors must comply with pertinent Health Department regulations. Food vendors not complying with Health Department regulations will be subject to dismissal from the event. Contact the St. Mary’s County Health Department, Office of Environmental Health, located at 21580 Peabody Street, Leonardtown, Md., or phone 301-475-4321.
2. Vendors and Exhibitors may begin setting up their booth/exhibit at 8:00 AM. **Set-up should be completed no later than 10:30 AM**. Entrance to the vendor area will be closed to thru traffic from 10:30 AM - 4:30 PM. Vendors and Exhibitors will be allowed to drive through the coned areas to their assigned area for unloading between 8:000 AM – 10:30 AM. **Vendors and Exhibitor’s vehicles arriving later than 10:30 AM will not be permitted access to the vendor area.** After the unloading, vendors, and exhibitors must move their vehicle(s) from the vendor area to a designated area provided.

1. All participants – vending booths and information booths - shall stay within their assigned space while marketing or distributing their items during this event.

1. For the safety of spectators, all vendors and exhibitors shall **remain on-site at the event during its duration** and must agree not to leave or take down their booth or exhibit prior to the conclusion of the event at 4:00 PM.

(Weather permitting). At 4:30 PM, vendors and exhibitors will be allowed to bring their vehicles back into the Vendor area for loading. *Please exercise caution during the take-down time, being conscientious of event participants, volunteers, and any lingering spectators.*

1. The COE and/or SummerSeat Farm Inc. reserves the right to deny any applicant based on product duplication, prior performance, the desirability of the product, or if the applicant does not meet the specified theme, criteria, or quality. There will be no guarantee of exclusive rights to sales of specific items or products.

1. The COE and/or SummerSeat Farm Inc. makes no guarantee of event attendance or vendor profit.

1. The COE and/or SummerSeat Farm Inc. **reserves the right to remove** any booth, display, distribution, or other work or display deemed inappropriate, or not adhering to these guidelines, on the day of the event.

1. **Any changes** to this contract should be filed with the COE Event Coordinator no less than 2 weeks prior to the event or risk forfeiture of reservation fees.
2. E-Mail pages 3 and 4 of the completed Application Agreement, Certificates of Insurance, and photos to [**CoEStMarys@gmail.com**](mailto:CoEStMarys@gmail.com)
3. Payments will be made through an online account service PayPal account name: [info@summerseat.org](mailto:info@summerseat.org) or email [**CoEStMarys@gmail.com**](mailto:CoEStMarys@gmail.com) for assistance.

For questions or additional information, contact Melissa from the COE at (321) 948-5934



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# 2023 Earth Day Celebration

Saturday, April 22, 2023 (*No Rain Date) –* 11:00 p.m.– 4:00 p.m. *Event organized by: St. Mary’s County Commission on the Environment and hosted by SummerSeat Farm Inc.*

**FOR OFFICE USE ONLY Form filed with COE** \_\_\_/\_\_\_/\_\_\_ **Space #** \_\_\_\_\_\_\_\_

**E-mailed confirmation** \_\_\_\_\_  **On Map** \_\_\_\_\_\_\_

\_\_\_\_  **check #**\_\_\_\_\_\_\_\_\_\_\_\_ **enclosed**  \_\_\_ **# spaces $** \_\_\_\_\_\_\_  **OR LBA OR 501c (3)**  -**Pictures attached** Y/ N **-Children’s Activity** Y/N **-Food Vendor** Y/N

**-Animals** Y/N  **-COI­­ attached** Y/N

1. **Contact Information:** I am a New Exhibitor/Vendor \_\_\_

|  |  |
| --- | --- |
| Organization Name: | Non-Profit: Yes No\_\_\_\_\_ |
| Contact Name: | Vendor \_\_\_\_\_\_ Exhibitor \_\_\_\_\_\_ |
| Mailing Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Phone Number(s): | E-Mail Address: |

**\*You will be contacted via e-mail regarding the approval of your request and location assignment.**

1. **Describe the display, including items for sale, exhibit materials, or informative literature:**

How does your display relate to Earth Day? (Reduce, reuse, recycle; going green; conservation; healthy living)

New Vendors/Products – Photo or photocopy of items to be sold included with application? \_\_\_\_

Do you require more than one 10’x12’ space: Yes\_\_\_\_ No\_\_\_\_ If yes, total # \_\_\_\_

Will your display include a tent? Yes\_\_\_\_ No\_\_\_\_ List Size: \_\_\_\_\_\_\_\_\_\_\_\_

Will your display include a van or another large unit? Yes\_\_\_ No\_\_\_ List Size: \_\_\_\_\_\_\_\_\_\_\_\_\_

Location assignment request or Other Special Requests or Concerns:

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1. **Fees:**

*Signed Application, Fees, and Certificate of Insurance naming Summerseat Farm Inc. and the Commission on the Environment for St. Mary’s County as additional insured are* ***due no later than March 15, 2023.***

\_\_\_\_\_\_\_ $45.00 per space Fee ($45.00 per space x # of spaces \_\_\_\_)

\_\_\_\_\_\_\_ $ 0.00 per space Non-profit Organization (exempt from Space Fee)

**Total amount** $

1. **Exhibitors’ and Vendors’ Acknowledgement**

By signing below, the Exhibitors and Vendors and their representatives and parent organizations agree to the following:

* + I/We hereby affirm that the Organizer of the Event and all Participants **will comply** with the Laws of the State of Maryland and the Statutes and Ordinances of St. Mary’s County.
  + I/We will also **adhere to** the Terms and Conditions set forth in this contract.
  + I/We **waive any and all claims** against the Commission on the Environment and Summerseat Farm Inc. for any and all physical loss or damage to the property, including the cost to repair or replace the property caused by, arising out of, relating to, or associated with the use of the property by the user or by the user’s members, employees, agents, or invitees.
  + **OPTION A (required for food vendors, commercial vendors, and animal handlers)**

|  |
| --- |
| Initial here for  Option A    \_\_\_\_\_\_\_ |

I/We **have** General Liability Insurance with the limits of $1,000,000 per incident and Workman’s Compensation to cover our staff and will provide a Certificate of Liability Insurance for said policy, specifying the Commission on the Environment and Summerseat Farm Inc. as Additional Insured for the Earth Day Celebration, Saturday, April 22, 2023.

--**OR--**

* + **OPTION B (for crafters and non-profit exhibitors who do not have Liability Insurance)**

|  |
| --- |
| OR Initial here for  Option B    \_\_\_\_\_\_\_\_ |

My/Our signatures below **confirm** that the Exhibitor, Vendor and Parent Organization agree to **indemnify** and **hold harmless** The Commission on the Environment and Summerseat Farm Inc., and their officials, employees, and agents from and against and all liabilities, judgments, settlements, losses, costs, or charges (including attorneys’ fees), incurred by the Commission on the Environment and Summerseat Farm Inc., or any of their officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss of property, damage caused by, arising out of, related to, or associated with the use of the Property by the User or by the User’s members, employees, agents or invitees.

Organization (print name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative (print name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_