

# FALL FESTIVAL 2023

## VENDOR INFORMATION AND APPLICATION

West Mountain presents its 7<sup>th</sup> annual **Fall Festival** in October 2023! We are looking for specialty food, art, clothing, and jewelry vendors to help make this annual family event unforgettable. We offer indoor and outdoor vending options. Details are listed below.

### Festival Dates & Times: RAIN OR SHINE!

**Sat. October 7<sup>th</sup> & Sun. October 8<sup>th</sup>, 12 noon – 5:00 pm**

**Sat. October 14<sup>th</sup> & Sun. October 15<sup>th</sup>, 12 noon – 5:00 pm**

### Festival Activities Include: (\$ indicates a fee required)

Scenic Chairlift Rides/ Hiking (\$)  
Mountaintop Picnic Packages (\$)  
Scenic Hay Wagon Rides (\$)  
Aerial Treetop Ropes Courses (\$)  
Mountain Biking (\$)  
Live Music – FREE  
Corn Hole & Lawn Games – FREE

Mountaintop Yoga (\$)  
Pony Rides & Petting Zoo (\$)  
Food & Drink Specials in Main Lodge Café (\$)  
Inflatable Obstacle course (\$)  
Pumpkin Painting (\$)  
Kids Coloring Station – FREE  
Keg Toss (18 yrs. +) (\$)

## VENDOR INFORMATION

- Please bring your own cash and devices required to receive payments.
- The indoor booth size is a 10' x 10' square. Non-food vending will be in the Main Lodge. If you have your own tent, you have the option to be outside. The outdoor vending spaces are based on the approved vendors size specifications.
- Outdoor Vendors – space is 15' x 15' square. Larger spaces will be priced based on total space needed. You are responsible for bringing your own generator, power cords, lighting, tent, tables, and chairs, cash and payment devices as these items are not provided.
- FOOD VENDORS must provide their menu for approval. We would like to avoid duplicate offerings.
- This is a rain-or-shine event.

***If you are a specialty vendor interested in vending at our Fall Festival, please complete and return the following vending application by September 15, 2023. Once approved, we will confirm your application and payment via email. All vendors will be selected by September 30, 2023.***

**APEX Capital LLC and West Mountain assume NO responsibility and are hereby discharged from all liability or loss, injury, damage to persons or property while on the premises, before, during and after the hours of the event.**

**Questions?** Please email [WEST@WESTMOUNTAIN.COM](mailto:WEST@WESTMOUNTAIN.COM) or call 518-636-3699, ext. 0

## FALL FESTIVAL 2023 VENDING APPLICATION

**VENDING APPLICATIONS ARE DUE BY SEPTEMBER 15<sup>th</sup>, 2023**  
**All vendors will be selected by September 30<sup>th</sup>, 2023**

**Returning vendors from 2022 will have 1<sup>st</sup> refusal until August 1<sup>st</sup>, 2023. After that date, we will review applications from other vendors.**

**PLEASE SELECT HOW MANY DAYS YOU WILL BE VENDING:**

<b>Please Check:</b> INDOORS _____  OUTDOORS _____  Single Space _____  Double Space _____
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Days Vending	Price per 10' x 10' Booth	Electrical Fee	Total Amount Due
<b>2 days (circle)</b> Oct. 7 & 8 <b>OR</b> Oct. 14 & 15	\$175	\$40	
<b>4 days</b> Oct. 7 & 8 <b>AND</b> Oct. 14 & 15	\$250	\$60	

***Please circle the dates you will be vending:    October 7 & 8        October 14 & 15***

**Applicant's Name:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Email address (REQUIRED):** \_\_\_\_\_

**Website:** \_\_\_\_\_ **NYS Tax ID#:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**TYPE OF VENDING:** (Indoors/ Outdoors; Indicate size of space needed; What are you selling, displaying, promoting, etc.? If serving food, please submit your menu)

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- Booth fees are non-refundable in the case of inclement weather or if the vendor cancels within 4 weeks of the event.
- West Mountain reserves the right to make changes to booth locations.
- West Mountain/Apex Capital LLC reserves the right to reject applications for any reason. In the case of a rejection, the booth fee is refundable.

### IMPORTANT INFORMATION

**SET UP AND TAKE DOWN**

- Please check in at the Front Desk in the Main Lodge to get the site map and schedule of events.
- Set up is from 9:30 -11:30am on Saturdays and Sundays; We will be opening the parking lot for guests at 12pm sharp on Saturdays and Sundays for the event. Please have your space ready by 11:30am each day.
- You will be able to drive into the roundabout by the Main Lodge to unload. After unloading, all vendors are required to park in the main parking lot within walking distance.

- Take down is from 5pm-6pm. Please do not begin packing up until 5pm.
- In the event of inclement weather, we may allow early pack up and load out for the safety of our vendors and guests.
- Vendors may not drive on the grass for load in or load out unless prior approval has been given by West Mountain management.

### PERMITS

- If selling food or beverage, you will need the proper permits. We will require a copy of your permits with the application. If you are unsure about the proper permit to obtain, please contact us.
- If selling items, you will need to register to collect sales tax and display your Certificate of Authority in your booth.
- Proof of insurance is required, please submit a copy of your policy with this application. Please make sure to add West Mountain as an additional insured.

### Rules, Regulations & Definitions

**CRAFT BOOTH:** An arts and crafts booth is defined as only handmade crafts made by the booth holder and submitted to and approved by the committee.

- Food vendors must supply their menu prior to approval.
- All booths must be manned at all times.
- West Mountain/Apex Capital LLC is not responsible for any loss or damages.
- We do not allow any dogs or pets (leashed or unleashed) on the property.

**Applicant's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Applicant's Signature:** \_\_\_\_\_

**Make checks payable to:** Apex Capital LLC

**Mail to:** 59 West Mountain Rd. Queensbury, NY 12804 **Attn:** Fall Festival Committee

**TOTAL PAID: \$**

**Payment Type:** CHECK (check #) \_\_\_\_\_

**CREDIT CARD (Circle):** Visa    Master Card    Discover

Credit Card # \_\_\_\_\_ EXP. Date: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_ CVV: \_\_\_\_\_

**FOR OFFICE USE ONLY - Payment Received By:** \_\_\_\_\_ **Date Received** \_\_\_\_\_

**CHECKLIST: Enclose each of the following with this form:**

\_\_\_\_\_ Application \_\_\_\_\_ Copy of Insurance \_\_\_\_\_ NYS DOH Permit \_\_\_\_\_ NYS Sales Tax Certificate

**West Mountain Indemnification Hold Harmless & Insurance Agreement**

A. Indemnification & Hold Harmless To the fullest extent permitted by law \_\_\_\_\_ (Third Party Vendor Name), agrees to defend, indemnify, and hold harmless, Apex Capital LLC DBA West Mountain Ski Area as well as West Mountain Racing, LLC, West Resorts, LLC, Mountain Top Ventures, LLC, West Mountain Partners, LLC, West Mountain Development Partners, LLC and any other affiliates, members and their members, officers, directors, agents, and employees, heirs and assigns from and against any and all claims, liens, judgment, damages, losses, and expenses, including reasonable legal fees whether civil or otherwise arising in whole or in part and in any manner from negligence, intentional or otherwise, acts, omissions, or breach of contract in connections with the performance of any work by the Third Party Vendor, its officers, directors, agents, employees, and subcontractors, et al.

**B. \*1. Insurance**

- a. The Third Party Vendor hereby agrees that it will obtain and keep in force insurance policies to cover its liability hereunder and to defend and save harmless Apex Capital LLC, DBA West Mountain Ski Area, in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury & property & personal injury including products & completed operations and general operations and premises liability.
- b. Said liability policy shall name “Apex Capital, LLC & its Members, Partners, Officers & Employees” as additional insureds and shall be Primary to any other insurance policies.
- c. The Third Party Vendor will obtain and keep in force Workers Compensation insurance and its Employees Liability insurance to the fullest statutory limits (if applicable).
- d. The Third Party Vendor shall furnish to West Mountain Certificates of Insurance stating that the aforesaid insurance coverage is in force.

**\*OR 2. Liability Release** – The Vendor accepts all liability for possessions, self and their staff during the West Mountain Summer Market and/ or Fall Festival, for as long as they are on the property owned by Apex Capital LLC. The Vendor further agrees that should any damage come to the property that is caused by the Vendor, the Vendor will be responsible for repairs and fees related to said repairs. This form is in lieu of a certificate of insurance naming Apex Capital LLC as an additional insured for this (these) event(s).

**Business Name (please print):** \_\_\_\_\_

**Applicant’s Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Applicant’s Signature:** \_\_\_\_\_

\_\_\_\_\_ (Initial) I agree to display a valid NYS Sales Tax Certificate of Authority at my booth space at all times.