

# Music on the Mountain 2024

## VENDOR INFORMATION AND APPLICATION

West Mountain presents its 3rd Annual *Music on the Mountain* being held on June 29, 2024! We are offering outdoor vending space during this popular event. Details are listed below.

### Music on the Mountain Activities Include:

- Scenic Chairlift Rides and Hiking (\$)
- Picnic Packages (\$)
- Pony Rides and Petting Zoo (\$)
- Corn Hole and other lawn games (Free)
- Live Music with Big Sky Country Band (Included Admission)
- Line Dancing Instruction (Included with Admission)
- Arts and Crafts Table (Free)
- Fireworks (Included with Admission)
- Build Your Own Stuffed Animal (\$)

## VENDOR INFORMATION

- Outdoor Vendors – space is 15' x 15' square. Larger spaces will be priced based on the total space needed. You are responsible for bringing your own power cords, lighting, tent with weights, tables, chairs, cash, and payment devices, as these items are not provided.
- Vendors must professionally conduct themselves at all times.
- Vendors are expected to be completely set up before the concert begins at 6pm and must remain on the premises until West Mountain approves the vendor's end time.
- Vendors must comply with all federal, state, and local regulations.
- Vendors may have no more than 3 people in their working team on the premises during the event.
- Vendors are required to man their booth and keep it clean and orderly at all times.
- Vendors are responsible for the behavior of family and friends.
- Please bring protective covering for your booth as the show is held rain or shine. Electricity is available for an additional charge (non-refundable) and is limited to one electric plug-in per space. Exhibitors must supply their own electric cords. High voltages cannot be accommodated.

***Please help us promote the event. A Facebook event link will be shared with you, and we encourage you to share the event.***

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*If you are a vendor interested in vending at our Music on the Mountain event, please complete and return the following vending application by **May 30, 2024**. Once approved, we will confirm your application and payment via email. All vendors will be selected by June 15, 2024.*

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

MUSIC ON THE MOUNTAIN 2024 VENDOR INFORMATION & APPLICATION

VENDOR APPLICATIONS WILL BE ACCEPTED FOR CONSIDERATION IF RECEIVED BEFORE MAY 30, 2024.

Vending Date/Time	Vendor space	Electrical Fee	Total Amount Due
June 29, 2024, from 6-10 pm	\$25.00	\$10.00	

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

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

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

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

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

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

Type of vending: (Indicate the size of space needed. What type of items will you be selling, displaying, promoting, etc., please list):

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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. Booth fees are only refunded if the Mountain cancels the event.
- West Mountain reserves the right to make changes to booth locations and/or cancel the event for any reason.
- West Mountain/Apex Capital LLC reserves the right to deny applications for any reason. If an application is denied, a refund will be issued.

ADDITIONAL VENDOR INFORMATION

**SET UP AND TAKE DOWN**

- Please check in at 4:00 pm at the Front Desk in the Main Lodge for site map and load-in directions.
- Set up is from 4:00 – 5:30 pm; the parking lot will open for guests at 6:00 pm for the event. Please have your space ready by 5:45 pm.
- 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.
- Take down is from 9:00-9:30 pm. Please do not begin packing up until 9:00 pm.
- In the event of inclement weather, we may allow early pack up and load out for the safety of 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.
- **NO DOGS or PETS, PLEASE! We do not allow dogs or any live pets on the property.**
- **No smoking/ vaping indoors, or outdoors in common areas. Smoking is permitted in the parking lot, away from the entrance to the courtyard.**
- **Please do not bring alcoholic beverages onto the property.**

**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**

**NON-PROFIT BOOTH:** A non-profit booth is defined as any organization that has a 501(c)(3) tax-exempt letter. A copy of your tax-exempt status must be attached to your application.

**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.

- 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.

West Mountain/Apex Capital is not responsible for any loss or damages.

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

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

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

**Mail to:** 59 West Mountain Rd., Queensbury, NY 12804 **Attn:** Music on the Mountain Coordinator

**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** \_\_\_\_\_

**Questions?** Please email [west@westmountain.com](mailto:west@westmountain.com) or call (518) 636-3699 x0

## 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 their 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.