



Indo-American Fair '09



September 5 & 6, 2009 – 11AM – 7PM
Mercer County Park, West Windsor NJ

PO BOX 85, Princeton Junction NJ 08550
609-275-1334 www.IndoAmericanFair.com IndoAmericanFair@Yahoo.com

INDO-AMERICAN FAIR 2009 - SEPTEMBER 5 & 6, 2009
(11 AM TO 7 PM – BOTH DAYS)
RAIN DATE – SEPTEMBER 7, 2009
VENDOR APPLICATION

Name of the Business: _____
Street Address: _____ City: _____
State: _____ Zip Code: _____ Tel.No. _____ Fax No: _____
Email: _____ (Required)
Owner of Business: _____ Cell No. _____
Items to be sold: (1) Food) or (Non-Food) – Please specify in both cases: _____

Number of people at the booth: _____

Booth Category:

Are you a non-profit? _____ (If so, please attach proof)

Are you a commercial business or seller: _____

Booth Requirements: (General Vendors with general merchandize)

| | <u>Before Aug.15, 09</u> <u>(Early Bird Registration)</u> | <u>After Aug.15, 09</u> |
|--|--|---|
| (1) Tent Size (10x10) | \$ 450.00 | \$550.00 (One Table & One Chair) |
| <u>PLEASE NOTE THAT WE HAVE SOLD OUT 10 X 10 BOOTHS</u> | | |
| (2) Tent Size (10x20) | \$ 550.00 | \$650.00 (Two Tables & Two Chairs) |
| (3) Tent Size (10x20) | \$ 700.00 - SEPARATE | \$ 800.00 (Three tables & three Chairs) |
| (4) Tent Size (20x20) | \$1000.00 | \$ 1100.00 (Four Tables & Four Chairs) |
| (5) Tent Size (20x40) | \$1600.00 | \$1700.00 (10 Tables & 4 Chairs) |

Non-profit: (10x10) **A copy of 501 (c) 3 issued by IRS is required.**
\$350.00 (Include one table and one chair)

(10x20) \$450.00 (Includes one table and one chair)
(20x20) \$900.00 (Include four tables and four chairs)

FOOD VENDORS - ALL FOOD STALLS ARE SOLD OUT

(1) Tent size (20x20) \$2000.00 (Includes four tables and two chairs)
(2) Ice Cream/Cake Stall (10x20) \$1200.00 (Includes two tables and two chairs)
(Single Item)

Note: + Fire, Health, Safety permits separate.

Extra Accessories for all booth requirements

| | | |
|-----------------------|-------------------|---|
| Extra chair: | \$5.00 each | <u>PLEASE SPECIFY EXTRA TABLES, CHAIRS & ELECTRIC POINT – IF YOU NEED, NO LAST MINUTE REQUEST WOULD BE ENTERTAINED. OR ELSE BRING YOUR OWN TABLE CLOTHES.</u> |
| Extra Table | \$20.00 each | |
| Power outlet: | \$80.00 | |
| Plastic table clothes | \$20.00 per table | |

REFUNDABLE DEPOSIT \$100.00 FOR ALL

Note: Please indicate in case you need extra chair, table and power outlet. Last minute request will not be entertained.

Total payment: \$_____

The event is organized by Shirdi Sai Dham, Inc. a 501 (c) (3) non-profit organization.

All payments must be made in favor of 'Shirdi Sai Dham, Inc.'

and mailed along with Application Form to:

**Shirdi Sai Dham, Inc.
PO Box 85
Princeton Jct. NJ 08550**

I the applicant have read and agreed to all terms and conditions of this package, the Vendor Agreement, Rules and Regulations, and Vendor Application. In addition, I, expressly release the organizer (Shirdi Sai Dham) and the owner of the show sites of and from any and all liability for any theft, damage, injury or loss to any persons or goods, which may arise from the licensing and occupation of exhibition space from Shirdi Sai Dham. By signing below, I acknowledge that I have read each and every page of this package, Rules and Regulations, and Vendor Application, indicating my acceptance of all of the terms and conditions stated therein. If signing on behalf of a corporation or other entity, I warrant that I have the authority to enter into this agreement on behalf of such entity or corporation.

Signature of Applicant
OR authorized person

Print Name

Date

For use by Shirdi Sai Dham only:
Date Application Received _____

Whether application Accepted _____ or Rejected _____

Signature of authorized Shirdi Sai Dham Rep: _____



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INDO-AMERICAN FAIR 09 (SEPTEMBER 5 & 6, 2009)

[RAIN DATE \(SEPTEMBER 7, 2009\)](#)

IMPORTANT NOTE:

FOR VENDOR'S CONVENIENCE PLEASE SPECIFY OR MENTION VERY CLEARLY ON THE APPLICATION IF YOU NEED EXTRA TABLES, CHAIRS, AND ELECTRIC POINTS. NO LAST MINUTE REQUEST WOULD BE ENTERTAINED.

PLEASE BRING YOUR OWN TABLE CLOTHES – IF YOU NEED.

Rules, Regulations & Vendor Agreement

1. All vendors are required to maintain their booths during the normal business hours of the Fair i.e. 11 AM to 7 PM.
2. All vendors must check in at the Registration Booth prior to setting up their booths.
3. Loading and Unloading
 - i) Unloading will start at 8 AM sharp or earlier
 - ii) All unloading must finish by 9 AM
 - iii) All vehicles must be removed by 9 AM from the Fair ground and parked in the parking area.
 - iv) Vendors arriving after these hours will not be permitted to unload their exhibits under any circumstances.
 - v) No vehicle will be allowed in the Fair Ground once the Fair starts. Any violation will be dealt strictly and vehicle removed at owner's expense or even fines will be imposed for offenders.
4. All vendors should insure their items/exhibits against loss or damage from any cause(s) whatsoever. Shirdi Sai Dham will not be liable for the safety and/or preservation of the exhibit material from fire, accident, theft or any loss or any other cause whatsoever. Vendors are also responsible for the delivery, handling and removal of their own display and items to be sold.
5. **No Booth sharing is allowed under any circumstance. Defaulters would disqualify for future events of Shirdi Sai Dham.**
6. **Clean up of booths and removal of all displayed items including banners is the sole responsibility of the vendor; failing which Shirdi Sai Dham may deduct all or part of the deposit.** All vendors must ensure that Shirdi Sai Dham representative inspects their booth and they obtain such certificate to this effect. All vendors must show/present such certificate before they are refunded their deposit(s).
7. **Shirdi Sai Dham assumes no responsibility or liability in case of loss, theft, damage or destruction of any sign or banner at the Fair.**

8. Shirdi Sai Dham will make all possible efforts to provide service including installation of any electric points (when requested) to all the vendors but is not responsible for late installation or any interruption in power services that may be beyond the control of Sai Dham.
9. All vendors must arrange their exhibits in such a way to avoid or obstruct the general view of other exhibits.
10. All vendors must invariably list all the items they wish to sell at the Fair. Shirdi Sai Dham reserves the right to permit or deny the sale of any items that has not been listed in the Application Form. Non-compliance may render the vendor to leave the premises and all his deposits including the booth fee will stand forfeited.
11. There will be no refund/rain check of any amount due to inclement weather on the days of the fair. However, the rain date is September 7, 2009.
12. **Vendors , if need be, will be responsible for obtaining their own liability insurance. Shirdi Sai Dham will not be responsible for any loss arising out of theft, fire or damage or any other reason whatsoever.**
13. **No vendor is allowed under any circumstances to sell alcoholic beverages. There will also be no consumption of alcohol during the currency of the event or before the start of the event. Any unruly behavior will be promptly notified to the Police.**
14. Any returned checks would be charged \$30.00 fee. Any vendor whose check is returned or dishonored for any reason will only be permitted to register with payments made by certified check, and must also submit an additional security deposit of \$200.00.
15. **All food vendors** must meet all applicable fire, safety, health and other applicable codes and regulations and **will be responsible for obtaining any necessary permits** required by any of the local government authorities. They will also **be responsible to bear all charges** involved in the obtaining of such certificate(s). **They will also mention Shirdi Sai Dham in the Certificate of Insurance as additionally insured.**
16. All food vendors in all cases would sell only neat, clean and healthy foods. They would also do their best to keep the food area spick and span. They would be solely responsible for their food and Shirdi Sai Dham will not be liable for any sickness out of food and beverages. All food vendors must carry the required insurance to meet any contingency.
17. Shirdi Sai Dham, Inc. is a religious and cultural organization. It organizes different cultural and religious events for South Asian Community and our American friends. Vendors are expected to respect the spirit of the festival and only display such items, which are generally accepted at family events. Shirdi Sai Dham reserves the right to deny any vendor application or take such action to ensure the family event.
18. The deposit will be refunded within thirty (30) days of the event; unless
 - a. Shirdi Sai Dham has to incur additional cleaning expenses for cleaning the vendor booth area
 - b. The amenities provided by Shirdi Sai Dham, which includes (canopy, table, chair, and power point), are returned broken, damaged or are not returned at all.
 - c. Shirdi Sai Dham has to incur any costs, fines or penalties due to the negligence of the vendor.
 - d. Shirdi Sai Dham incurs any additional out-of-pocket expenses due to any action(s) of the vendor that violates any rules or regulations of the event.
 - e. Any unpaid charges, which includes booth fee and so on.
19. Vendors are not allowed:
 - a) To use any kind of audio (PA) system including speakers, microphones etc.
 - b) To display banners outside of their booths. However SPONSORS are exempt from this requirement.
 - c) To distribute any literature or souvenirs from outside the boundaries of their booth.
 - d) To pursue any fund raising activities by any means (whether Vendor is an individual, corporation or non-profit entity), or to re-sell or to sublet booth space.
20. Shirdi Sai Dham will do its best to promote the Fair and bring awareness among the masses about the event but not responsible for sale for the vendors.
21. All vendors are expected to behave properly during the currency of the events with the Management and the people. No vendor is allowed to form any group or indulge in any undesirable activity for not selling their products or being undersold. In the event of any such activity the said vendor will be disqualified for **three years** of all events of Shirdi Sai Dham. Any

- threat to the management and its members or use of abusive language, or behavior will be promptly notified to the Police for such actions as deemed fit.
22. Shirdi Sai Dham reserves the right to deny any vendor to sell or display their products if they are found in violation of any of the above rules and regulations.
 23. All vendors are expected to attire in a business dress to give an outlook of professionalism
 24. No vendor would overlap to the empty space either in the aisle or in front of their booth under any circumstance.
 25. Neither Shirdi Sai Dham nor its agents or representatives will be held responsible for any loss, injury or damage that may occur to the vendor and its staff or its property from any cause whatsoever, whether such injury, loss or damage arises out of contract, tort or other claims. Shirdi Sai Dham under no circumstance be liable for lost profits or other incidental or consequential damages.
 26. All vendors shall obtain, at their own expense, adequate insurance to protect against any such injury, loss or damage.
 27. In the event of unforeseen circumstances, natural calamities, acts of God, riots, strikes, acts of terrorism or any other reason beyond our control,. Shirdi Sai Dham shall not be held liable to perform its commitment under the contract.
 28. If any buyer, visitor or invitee is injured at the vendor's booth, it will be sole responsibility of the booth owner/vendor to assume full responsibility and liability for their actions and agrees to hold Shirdi Sai Dham harmless and indemnify Organizers and the building owners against any and all claims, demands, suits, losses, damages, costs, expenses or liabilities in any way arising from any acts of omission or commission or its agents or employees whether such agents, employees were acting within or without the scope of their authority.
 29. Vendors expressly agrees and warrants that any items sold or displayed at the fair are not pirated, illegal or otherwise in violation of United States Government or international intellectual property or anti-piracy laws. Vendors in its entirety agree to indemnify Shirdi Sai Dham and hold it harmless for any violations of the aforementioned laws. Any such violation shall be seriously dealt with and it may also warrant expulsion of the said vendor from the current or future events of the Shirdi Sai Dham and hold the vendor or any other party liable for any damages as a result of vendor's violation and conduct.
 30. If any or more rules and regulations as enumerated in this agreement shall for any reason or cause be held to be illegal, invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement.
 31. By signing this application, vendor agrees to hold harmless and indemnify Shirdi Sai Dham from and against and all claims, demands, suits, losses, damages, costs, expenses or liabilities in any way arising from negligent acts of the vendor or its employees.
 32. It is the sole responsibility of the vendor to obtain Tax ID and remit all necessary taxes to the government and other charges in connection with their activities at the event. It is also their responsibility to obtain any Business license before participation at the fair.
 33. All vendors may obtain their own liability insurance. Shirdi Sai Dham will not be responsible for any loss, damage arising out of any reason. In the absence of liability insurance, vendors will hold Shirdi Sai Dham harmless and would be responsible for the damages to the co vendor or all in case of any damage by his willful or neglect act of commission.
 34. In the event of fire or damage of the exhibition area or space is not available for any reason beyond our control to run the festival, Shirdi Sai Dham will not be liable for the time lost and shall not be responsible for any reimbursement.
 35. In the event of cancellation of the booth by the vendor; the following charges will still accrue to the vendor for the time and effort spent by Shirdi Sai Dham, Inc (1) 30% after signing up; (2) 75% before August 15 and (3) No refund before 15 days of the event date However these conditions will waive in the case of death in the immediate family.
 36. **It is very important that all vendors must go through the application very carefully and order the extra material like tables, chairs, etc. at the time of application to avoid any last minute frustration. Last minute request will not be entertained. If any vendor found taking away the tables from the other booth without the specific permission of Shirdi Sai Dham, Inc – all his deposit will be forfeited or appropriate amount deducted from the deposit.**
 37. Though all are welcome to participate in the Shirdi Sai Dham events but it reserves the right to deny any vendor from participation for his misbehavior, misconduct and so on.

38. On the receipt of the application by Shirdi Sai Dham, it shall be deemed that the vendor has read and agreed to all the rules, regulations and vendor agreement in its entirety before submitting the application.
39. Unsigned application is not accepted and will be rejected for participation.
40. Allotments of booths are on first come and first basis. No last minute request will be entertained for any special location or booth.

Sincerely,
Indo American Fair Management

IMPORTANT INFORMATION

SHIRDI SAI DHAM IS A 501 (C) (3) NON-PROFIT ORGANIZATION/CHARITY APPROVED BY INTERNAL REVENUE SERVICE.

ALL CONTRIBUTIONS ARE TAX DEDUCTIBLE TO THE MAXIMUM UNDER SECTION 170 OF INTERNAL REVENUE CODE .