



Municipal Event Services

CANAL DAY – Wharton, NJ

www.MunicipalEvents.com

MES Event Services, LLC – Vendor Contract

THIS AGREEMENT (“Agreement”) is dated _____, 2025 (“Effective Date”) for vendor space for CANAL DAY (the “Event”). MES Event Services, LLC (“Company”) and the undersigned vendor (“Vendor”), sometimes referred to herein individually as “Party” or collectively as “Parties”. In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Date/Time: August 23, 2025, 10AM-5PM (Rain Date: Aug 24)

Location: Betty Poyer & Hugh Force Parks, West Central Ave, Wharton, NJ

Exhibitor Load-In: 7:00AM-8AM (at the latest) Saturday morning.

- Exhibitor agrees to abide by all show rules, policies and procedures printed and incorporated in this application/ contract. The signature of this contract indicates that the person signing accepts personal liability for his/her company.
- Exhibitor setup times will be assigned by show management. Exhibitor must comply with these arrangements. NO EXCEPTIONS.
- **Exhibitor must remain set up until close of show.** Failure to comply will result in loss of future exhibiting privileges.
- Management reserves the right to refuse to accept any request for exhibition space for any lawful reason.
- **All Food Trucks** must provide a Certificate of Insurance (COI) of \$1,000,000 Liability Insurance, at least 2 weeks prior to event. Each COI must be named as the additionally Insured with the following:
 - **Borough of Wharton**
10 Robert Street
Wharton, NJ 07885
 - **MES Event Services, LLC**
PO BOX 65
Roosevelt, NJ 08555
- **All food Vendors (non-food truck included)** will get all required Licenses. Health/Food permits must be obtained for all food vendors and submitted 3 weeks prior to the event with full payment to the respective health & fire departments. If these forms are not submitted to the town 3 weeks prior to the event, you will not be able to participate & you will not be refunded your contract fee!
- All Vendors must leave the space you are rented in the clean condition that you found it in. No garbage is to be left behind. Garbage **MUST be placed in the dumpster. NOT LEFT ON THE FIELD**

FOOD TRUCK SPACE FEES: (after 7/20/24 add \$25)

Total Feet – Inclusive of Tongue _____ Feet

☐ **FOOD TRUCK VENDOR UP TO 20 FEET - \$200**

☐ **ALL FOOD TRUCKS OVER 20 FEET – \$25 per additional 5 FEET**

VENDOR SPACE FEES: (after 7/20/24 add \$25)

☐ **Non-Profit/Gov't 10X10' - \$50**

☐ **Non-Profit/Gov't 10X20' - \$100**

☐ **NON-FOOD VENDOR 10'X10' - \$100**

☐ **NON-FOOD VENDOR 10'X20' - \$165**

☐ **CORPORATE VENDOR 10'X10' - \$300**

☐ **CORPORATE VENDOR 10'210' - \$475**

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All Standard Food Truck Spaces are 10' X 20' and Vendor Spaces are 10' X 10'. All spaces are assigned on a first come, first served basis. There are no drive up vendors allowed – You must be contracted in advance! The funds MUST be paid in US dollars. All contracts must be paid in full by 1st of the month of the PRIOR month, or the space will be forfeited. Full Payment should be sent with completed application.

DETAILED DESCRIPTION OF **PRODUCT** or **SERVICE** or **MENU**:

To ensure a diverse selection of merchandise and minimize direct competition among vendors, all Vendors, exhibitors, and food trucks are strictly limited to selling only the items specified in the "Detailed Description" section above. Any deviation from the approved merchandise or food offerings may result in enforcement action by the Company, requiring the Vendor to immediately discontinue the sale of any unapproved items.

1. **TERMS AND CONDITIONS**

- A. Limitation of Liability.** Company assumes no responsibility for any property placed on the Venue by Vendor, and Company is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of the booth space under this Agreement. Promoter shall not be liable for any damages or expenses incurred by Vendor should the Event be delayed or cancelled.
- B. Indemnification.** Vendor hereby agrees to indemnify, defend and hold (i) MES Event Services, LLC and (ii) The Municipality/County named in this agreement harmless from and against any and all claims, suits, losses, injuries, liability and damages (including reasonable attorneys' fees and court costs) arising directly or indirectly from arising out of Vendor's participation in the Event or from the use and occupancy of the booth space by Vendor, its sub-exhibitors, employees, promoters, agents, representatives, guests, invitees, contractors or volunteers.
- C. Insurance.** Vendor shall procure and maintain at all times during the Event, all customary and prudent insurance coverage naming (i) MES Event Services (ii) The Township/County as named in this Agreement as additional insured on a primary basis for acts arising out of its negligence, including (i) Commercial General Liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence, for any bodily injury and/or property damage claims, personal and advertising injury or products and completed operations liability and (ii) proof of current Automobile Liability Insurance coverage for all owned, non-owned and hired vehicles for the vehicle bring driven onto the Venue for load-in and load-out. Vendor shall also maintain Workers' Compensation Insurance, including Employer's Liability coverage, if required by law. Vendor shall furnish to Promoter certificates of insurance evidencing such policies upon execution of this Agreement.
Certificate holder:
MES Event Services, LLC
PO BOX 65
Roosevelt, NJ 08555
- D. Applicable Law.** Vendor shall comply with all applicable laws, including, but not limited to, required sales permits and licenses and sales tax requirement for the city, county and/or state.
- E. Payment:** Payment is to be received with contract. In the event, that payment is not received with submission of contract, this application has no bearing.
- F. Vending Space.** Vendor booth/ truck space will be assigned and priority given upon receipt of payment and agreement. All booth space assignments are at the sole discretion of Company. Vendor agrees that there will be no tear down prior to the load out times as provided in this Agreement. Vendor shall return the booth space to Company and Township/County in the same condition as it was received. Vendor will be responsible for keeping the booth space and surrounding space clean and free of trash.
- G. Taxes.** Vendor is responsible for any and all taxes and fees associated with its activities at the Event, including the payment of sales tax.
- H. Vendor is required to provide proof of current NJ sales tax registration.**
- I. Booth Fees.** Vendor is responsible for costs of all labor, materials, equipment, supplies and any other items needed to

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participate in the Event. Promoter will not be held liable for any debt, tax, or assessment accrued by Vendor in the operation of its booth space or other participation.

- J. Termination.** If, in the judgment of the Company, the manner of the operation of the booth, or the quality of the merchandise, does not meet the requirement of this Agreement or is otherwise objectionable, or if the Vendor is in default of any other term of this agreement, Promoter may terminate this Agreement in part or in its entirety without any liability or refund.
- K. Miscellaneous.** This Agreement does not appoint either Party as an employee or the agent of the other Party or create a partnership of joint venture between the Parties. This Agreement contains the entire understanding of the Parties relating to the subject matter hereof, and supersedes all previous agreements or arrangements between the Parties relating to the subject matter hereof. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the Party subject to enforcement of such amendment. A waiver by either Party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such determination shall not affect any other provision hereof, and the unenforceable provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the Parties. Vendor may not assign any right, privilege or license conferred by this agreement without first obtaining the written consent of Promoter.
- L. Prohibitions.** Vendors are prohibited from distributing and/or selling any alcohol, contraband, paraphernalia, CBD or THC cannabinoids, prohibited or illegal items at any time. All Vendors are prohibited from distributing and/or selling any unauthorized merchandise bearing the names, logos or likenesses of any artist performing at the Event.

Mailing Address: MES Event Services, LLC PO BOX 65, Roosevelt, NJ 08555

Method of Payment:

☐ **Check #:** _____

Makes All Checks Payable to: MES Event Services, LLC

☐ **VENMO:** MESEvents

☐ **Credit Card Payment/ Mailed:**

CC#: _____ Exp Date: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

☐ **Online Payment:**

The payment link will be supplied once vendor application has been approved.

Payment must be sent with application. By signing this contract, you authorize that all sales are final, no refunds.

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VENDOR:**Business Name:** _____**Name:** _____**Address:** _____**Mobile:** _____**Email:** _____**Facebook:** _____**Instagram:** _____**Authorized Signature:** _____**Date:** _____**Company:****MES Event Services, LLC**

Name: Michael Kestin

Title: President

Address: PO BOX 65, Roosevelt, NJ 08555

Phone: 201.315.06503

Email: info@MunicipalEvents.com