Municipal Event Services

CLEARWATER MUSIC FESTIVAL

www.MunicipalEvents.com | www.NJClearWater.org

NJ FRIENDS OF CLEARWATER – Vendor Contract

THIS AGREEMENT ("Agreement") is dated _____, 2026 ("Effective Date") for vendor space for **CLEARWATER MUSIC FESTIVAL** (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: Saturday September 5 – 12PM-8PM

Location: Sunset Park, 1305 Main Street Ave, Asbury Park

Exhibitor Load-In: 9-11AM

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 their 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 reason.
- **All Food Trucks** must provide a Certificate of Insurance (COI) of $1,000,000 Liability Insurance, at **least 3 weeks prior to event**. Each COI must be named as the additionally Insured with the following:

Certificate Holder:	Additional Insured:
MES Event Services, LLC	City of Asbury Park
PO BOX 65	One Municipal Plaza
Roosevelt, NJ 08555	Asbury Park, NJ 07712

- **All food Vendors (food trucks and non-food truck included)** will get all required Licenses. Health & Fire permits must be obtained for all food vendors and submitted to the township 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 supplied dumpster. DO NOT LEAVE GARBAGE ON THE FIELD. All grey water and used oils MUST be disposed of properly.**
    - **Lemonade & Teas:** Lemonade and Teas are ONLY to be sold by the assigned vendor(s). If it is not approved, and NOT on your application, you are NOT PERMITTED to sell lemonade or teas.

Date(s) of Attendance: Sept 5

FOOD VENDOR SPACE FEES:

☐ FOOD TRUCK ☐ TRAILER ☐ TENT SET UP

☐ FOOD VENDOR UP TO 20 FEET - $150

☐ FOOD VENDORS OVER 20 FEET – **$50 per 5 feet**

Total Feet – Inclusive of Tongue/Hitch _____Feet

MERCH VENDOR SPACE FEES:

☐ MERCH VENDOR 10'X10' - $100

☐ MERCH VENDOR 10'X20' - **$190**

☐ CORPORATE VENDOR 10'X10'- $350

☐ CORPORATE VENDOR 10'x20'- $650

☐ NON-PROFIT SPACES (Info Only – No Selling) 10'X10' - $0 (LIMITED SPACES)

Municipal Event Services

NJ FRIENDS OF CLEARWATER

All Standard Food Vendor Spaces are 10' X 20' and Merch 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. Payment is to be paid within 3 days of completed and accepted application. Failure to make payment on time may result in forfeiture of the space and or any deposits. All deposits must be paid in full 30 days prior to the event date. Failure to complete payment balance within 30 days of the event will result in the loss of any deposits.

PLEASE PROVIDE A DETAILED DESCRIPTION OF YOUR MENU, PRODUCTS, OR SERVICES:

_____

_____

_____

_____

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. **DRINK/BEVERAGES:** Sale of alcohol is strictly prohibited. Food Vendors: There is to be only 1 vendor selling lemonade or teas – food vendors are not allowed to sell lemonade or teas.

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, rescheduled or cancelled. There are no refunds for canceled events.
   - **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

     Additional Insured:
     City of Asbury Park
     One Municipal Plaza
     Asbury Park, NJ 07712

   - **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. Transferability of Payments.** All payments remitted for exhibit or vendor space at this event are specifically allocated to the event identified herein. Such payments are non-transferable and may not be credited, applied, or reassigned to any other event, date, or engagement, regardless of circumstance.
   - **F. Payment:** Payment is to be received within 3 days of the contract acceptance. In the event, that payment is not received with submission of contract, this application has no bearing and will be forfeited.
   - **G. 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.

Municipal Event Services

NJ FRIENDS OF CLEARWATER

H. **Taxes**. Vendor is responsible for any and all taxes and fees associated with its activities at the Event, including the payment of sales tax. 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 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. **Legal Age:** At all times, there must be an owner representative in the space over 18 years old. If there is not a representative over 18 years of age, the rented space will be closed without recourse or refund.

L. **Refunds.** There are no refunds. If an event is cancelled or rescheduled due to inclement weather, force majeur, or any other reason, the best attempt will be made by Company to reschedule such event.

M. **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.

N. **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

PAYMENT METHOD:

☐ **Check#:** _____ Make All Checks Payable to: MES Event Services, LLC

☐ **VENMO:** MESEvents (Listed under business)

☐ **Online Payment:** The payment link will be supplied once vendor application has been approved.

Payment must be paid within 3 days of approved application. If after 3 days, payment is not received, Company has the right to sell your space to someone else. By signing this contract, you authorize that all sales are final, no refunds.

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: Mike@MunicipalEvents.com