

Vendor Information

Name of Business/Organization: _____

Address: _____ City: _____

State: _____ Zip Code: _____

Primary Contact Name: _____

Email: _____ Phone: _____

Booth type (select one): Vendor Non-Profit Entertainment

Provide a description of your booth's function (products/services you are going to promote/sell, entertainment, educational topic, etc.):

Will your booth require electricity? (If you require electricity, please make sure to bring your own extension cords, etc.) Yes No

Signature: _____ Date: _____

Montclair Township's Earth Fest 2026 Vendor Agreement and Guidelines

Earth Fest Vendor Guidelines:

As a vendor at Montclair Township's Earth Fest event, I pledge to uphold the following mission:

"The purpose of Earth Fest is to promote awareness and action towards protecting the planet's natural resources, ecosystems, and biodiversity. Earth Fest encourages individuals, communities, businesses, and governments to adopt eco-friendly practices, reduce their carbon footprint, and advocate for policies that prioritize environmental protection. Through various educational initiatives, Earth Fest aims to inform people of all ages about the pressing environmental issues facing our planet and empower them to make positive changes in their daily lives to safeguard the Earth for future generations."

Acknowledging this mission, I commit to the following guidelines for participation:

1. I agree not to sell or distribute single-use plastic straws and single-use bags during the Montclair Township's Earth Fest event.
2. I pledge to prioritize offering eco-friendly and sustainable products and services at the Earth Fest.
3. I understand that Montclair Township is unable to provide tents, chairs, and tables. I am responsible for bringing my own set-up supplies.
4. I understand that I will not have access to electricity at Earth Fest unless noted on the vendor application form.
5. After the event concludes, I pledge to:
 - a. Clean up my event space and return it to its original state.
 - b. Dispose of waste properly, segregating items into appropriate receptacles (i.e. cans and plastic narrow-neck bottles go in specified recycling receptacles)
6. I acknowledge that cancellation within three weeks of the event or failure to show up without reasonable cause on the event day may result in restricted registration for future events.
7. By completing this application, I affirm my commitment to adhere to all Earth Fest guidelines. I understand that non-compliance may impact my participation in future events.

For any inquiries or clarifications regarding these guidelines, please contact the Montclair Township's Department of Sustainability at 973-509-4935 or mcunliffe@montclairnjusa.org.

VENDOR AGREEMENT FOR MONTCLAIR'S EARTH FEST 2026

This Vendor Agreement is between ("Vendor") and the Township of Montclair, New Jersey (hereinafter "Township"). Vendor agrees as follows:

1. EVENT. The Township will be hosting "Montclair's Earth Fest" (hereinafter "Event") on **Sunday, April 26th, 2026, from 12 - 4 pm, on South Park Street between Bloomfield Ave. and Church St.** (hereinafter "Location"). Vendor agrees to participate as described below.

2. REGISTRATION. There is no participation fee for nonprofit organizations. All other vendors are required to pay a peddlers fee which varies based on vendor type. This fee is outlined in the Peddling and Soliciting License Application. ONLY checks are accepted; checks can be made payable to Montclair Township. **The registration deadline for the Event is April 15th, 2026.**

3. HOURS AND LOCATION. Vendor is responsible for operating and maintaining staffing at its booth/location continuously from **12 pm to 4 pm on Sunday, April 26th, 2026.** In order to provide sufficient time for set up, all Vendors may arrive at the location as early as **11 am Sunday, April 26th.**

4. PRE-EVENT PLANNING. Montclair Township will not provide tables, chairs, or tents. Electricity will be provided at no cost, however Vendor is responsible for the hook-up method. Vendor is responsible for any equipment, supplies or items needed for proper operation and/or hook-up (ie. electrical cords, heating elements, etc.) of their site. Vendor shall provide the Township with any technical, electrical, or other requests upon signing of this Agreement. The Township will assess said needs and its ability to reasonably accommodate in its sole discretion; All requested support is not guaranteed.

5. REMOVAL/CLEAN-UP. All Vendors are required to have all trucks, materials and belongings removed from the Event location by **Sunday, April 26th, 2026, by 5:00 pm.** At the end of the Event, Vendor shall return the area around its site to a neat, orderly and clean condition. Any trash, recyclables, or receptacles shall be placed in locations designated by the Township. Vendor shall be responsible for, and liable to, the Township for all damages, repairs or extraordinary cleaning required.

6. INSURANCE. Vendor is solely responsible for securing appropriate insurance for its business activities, including coverage for the location being utilized and coverage for any agents, staff or employees involved in the Vendor's operations in any capacity.

7. INDEMNIFICATION AND HOLD HARMLESS. Vendor shall defend, indemnify, and hold harmless the Town, and its officers, officials, employees and agents, from and against any and all claims, suits, actions, or liabilities, including reasonable attorney's fees, for injury or death of any person, or for loss or damage to property, which arises out of the Vendor's use of the Event location, or from their conduct, or from any

activity, work or thing done, permitted, or suffered by the Vendor during the Event, except only such injury or damage as shall have been occasioned by the sole gross negligence of the Town.

8. ASSIGNMENT. This Vendor Agreement is not assignable to any other person or entity.

9. CANCELLATION. In the event that the Township is unable to fulfill its obligation due to damage or destruction of the Event location, acts or regulations of public authorities, civil tumult, strike, power outage, public safety and/or weather determinations by the Township, or any unforeseen occurrence requiring the cancellation of the Event; the Township shall not be held legally responsible for any damages arising from the cancellation of this Agreement.

10. RIGHT OF ENTRY AND TERMINATION. The Township, its officers, agents, and employees shall have the right to enter at all times during the Event to confirm conformance to this Agreement. If the Township determines, in its sole judgment, that Vendor has breached a term, the Township shall have the right to immediately terminate this Agreement prior to the conclusion of the Event without any refund to Vendor.

11. ADDITIONAL TERMS.

- Will comply with all Earth Fest Vendor Guidelines set forth in the Application.
- Trash and recyclable containers will be provided by the Township and shall be responsible for the disposal of such. All garbage and recyclables must be placed in the proper containers.
- Smoking is not permitted in the event, food preparation, or service areas.
- Styrofoam and/or plastic containers, plates or cups shall not be utilized by Vendor.
- No alcoholic beverages may be sold or served by the Vendor.

I have read the above Agreement and the Earth Fest Vendor Guidelines, and fully understand and agree to all the terms as set forth.

Signature: _____ Date: _____

Full Name: _____ Organization: _____