



2020 Antique Sale Vendor Agreement

The Whaling Museum & Education Center of Cold Spring Harbor
Saturday – October 24th – 10am-4pm
(Rain date – Oct 25)

Name of Vendor/ Business _____
Primary Contact/Title _____
Description of Items to be Sold: _____
Address _____ City/State/Zip _____
Phone _____ E-mail _____

PURPOSE. The Whaling Museum and Education Center agrees to provide outdoor space to Vendor to conduct business in the form of a Vendor Table at The Whaling Museum, for the Antique Sale event. The Whaling Museum's use of this vendor is limited to the space selected by the Museum as identified prior to the event. Vendor accepts the opportunity to participate as a vendor at the Museum for the Antique Sale commencing at 10 am on October 24th and ending at 4 pm on October 24th. The Whaling Museum hereby accepts the following listed conditions and limitations.

INSTALLATION AND TEAR DOWN. Vendor shall set up at the Museum on **between 8:30 am and 9:45 am on October 24, 2020** and shall remove his/her facilities for sale from the Museum **no later than 5 pm on October 24, 2020**. The Vendor is responsible for staying the entire time of the event and is responsible for all tools, supplies, set up, clean up and everything related to their vendor table.

PAYMENT. Vendor is provided with space at the Museum and asked to pay a vendor table fee of 20% of the day's sales. Space locations will be assigned by the Museum. Vendor supplies their own tables and may occupy a space up to 10'x10'.

APPEARANCE. Vendor is responsible for cleaning and maintaining the Space provided in an organized and neat manner. This responsibility includes Vendor's responsibility to remove bulk trash.

EXTRA SERVICES. The Whaling Museum is **not obliged to provide telephone, water, electrical** or any other services to the vendor.

DISPLAYS AND SIGNS. All displays in the building must be **free standing**. Nothing may attach to walls or columns of the building by any means at all. Signs must be free standing. Signs should not block other vendor's shops or walking traffic. Signs may not attach to the walls or columns of the building

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www.cshwhalingmuseum.org



QUALITY PRODUCTS. The vendor shall ensure proper quality of the products sold. The Whaling Museum and Education Center shall comply with all applicable laws as to vendor's sales.

INSURANCE. The Whaling Museum accepts no liability for lost, stolen or damaged property and is not required to carry additional insurance to cover vendor's property.

INDEMNIFICATION. The vendor agrees to indemnify and hold The Whaling Museum and Education Center harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Museum that result from the acts or omissions of the vendor and/or The Whaling Museum's employees, agents, or representatives. The vendor shall be solely responsible for insuring all applicable laws are followed and complied with in selling and presenting their products and services at the Event.

COVID-19 INDEMNIFICATION. On January 30, 2020, the World Health Organization (WHO) designated the novel coronavirus, COVID-19 outbreak as a Public Health Emergency of International Concern. On January 31, 2020, the United States Health and Human Services (HHS) Secretary declared a public health emergency for the entire United States and on March 7, 2020, Governor Andrew Cuomo declared a State disaster emergency for the entire State of New York (the "Emergency"). Such access raises the potential for liability resulting from exposure to COVID-19. By agreeing to participate in the Antique Sale, all parties acknowledge there is an assumption of exposure to COVID-19 and any and all consequences and/or injury which may result from such exposure, including but not limited to, physical and/or psychological injury, pain, suffering, illness, temporary or permanent disability, death or economic loss. I thereby hold The Whaling Museum Society, Inc., harmless for any injuries associated with the Coronavirus that may occur as a result of participation.

GENERAL RELEASE AND ACCEPTANCE OF RULES – I have read the rules as described above. I give permission to use my name, images submitted and any photographs or videotape taken at the show of me or my items for advertising and publicity purposes. My signature indicates that I make this application in good faith and am ready, willing and able to participate in the event. I understand that written notification of acceptance into the event implies a contract with all duties and obligations incumbent therein.

Print Name: _____

Date: _____

I understand and agree this is a legal representation of my signature.

Please email completed form to community@cshwhalingmuseum.org