



CELEBRATE HAWORTH DAY 2025 - CONTRACT

Date: Saturday, September 27th, 2025

Time: 12:00 noon - 4:00 p.m.

Setup Time: 11:00 a.m.

Location: Terrace Street, Haworth, New Jersey

Thank you for your interest in becoming a Vendor at Celebrate Haworth Day 2025. We welcome retail vendors, nonprofits/community services, food vendors and sponsors. Please review the entire vendor contract before completing the form on page 3. If you have any questions, please contact us at haworthrec@gmail.com.

Spaces: Spaces will be allocated upon receipt of the fee and this agreement signed by the Vendor. A space assigned to a Vendor is to be used only by that Vendor. Vendors cannot assign, lease or lend any space or portion thereof. Vendors must furnish their own tent, tables and chairs, power, power cords and all other items needed to ensure their operation. The Borough does not guarantee any source of power for Vendors. Vendors who require power must source their own.

Borough will Provide: Newspaper publicity and social media postings of the event, as well as preparation and distribution of posters, flyers and banners advertising the event in the Northern Valley area. Please like and follow our Facebook Page: <https://www.facebook.com/HaworthDay/>

Indemnification: Vendor shall indemnify, hold harmless and defend the Borough of Haworth, its officials and employees, from and against any and all damages, claims, liabilities, judgments, charges, costs or expenses (including, but not limited to, interest, penalties, and attorney's fees) arising, incurred, or resulting from or related to Vendor's performance, material breach of this Agreement and/or any negligent or willful act or omission of the Vendor, or from any improper or defective product sold or offered for sale by the Vendor, or for any other claim arising out of the operation of the Vendor. Vendor must also provide Certificate(s) of Insurance to the Borough of Haworth, wherein the Borough of Haworth shall be named an additional insured on all liability policies (except Workers' Compensation, Employers Liability and any Professional or Medical Liability coverage).

Taxes: Vendors shall collect and pay all applicable taxes, including but not limited to sales tax and all required withholding taxes on employees, shall keep and maintain all required business records and shall otherwise comply with all applicable tax laws. Vendor agrees that in the event of a challenge by any taxing authority to allocations made, or to the tax treatment of, any of the monies paid pursuant to this Agreement, each party shall cooperate fully with the other in support of the propriety of this Agreement. Vendor further agrees and acknowledges that if any taxing authority recharacterizes any of monies paid pursuant to this Agreement as wages. Vendor shall indemnify and hold harmless the Borough of Haworth for any and all liability and costs resulting from such recharacterization, including those for taxes, penalties, interest and other costs incurred by the Borough of Haworth.

Limitation of Liability: IN NO EVENT WILL THE BOROUGH OF HAWORTH BE LIABLE (WHETHER ARISING IN CONTRACT, TORT, WARRANTY OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS. IN NO EVENT WILL THE BOROUGH OF HAWORTH'S LIABILITY FOR DAMAGES UNDER THE AGREEMENT FOR ANY CAUSE WHATSOEVER EXCEED THE TOTAL OF THE FEES RECEIVED BY VENDOR UNDER THE AGREEMENT.



Weather Policy: The event may be rescheduled or canceled due to inclement weather as determined solely by the Haworth Recreation Commission. Notification of cancellation will be provided by 8 a.m. on the day of the event. The event may or may not be rescheduled for a later date. The current rain date for this event is **Saturday, October 4, 2025**, from 12:00 pm-4:00 pm.

Choice of Law: Any controversy or claim arising out of or relating to this Agreement shall be governed by the Law of the State of New Jersey without regard to its conflicts of laws principles. The parties agree to submit to the exclusive jurisdiction of the New Jersey courts, both state and federal.

Force Majeure: Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party or its subcontractors.

Entire Agreement: This Agreement represents the entire understanding of the parties with respect to the subject matter hereof. This Agreement shall supersede all prior or contemporaneous agreements or understandings, oral or written, with respect thereto and any inconsistent terms in any subsequent agreement.

Vendor Setup: Guides will be available beginning at 11:00 a.m. to direct Vendors to that Vendor's designated space. The location of all Vendor spaces shall be designated by the Haworth Recreation Commission. Unpaid reservations cannot be guaranteed. Vehicles will be allowed on Terrace Street to unload only. After unloading, and before setup, vehicles must be moved to an area designated by the Borough. Terrace Street is for pedestrians and Vendor booths only. **NO VEHICLES WILL BE ALLOWED ON STREET DURING EVENT.** Terrace Street parking lot will be closed to all vehicles on the day of the event.

Display: Tables displaying goods or products shall be set up so that no Vendor blocks or limits the view or access of consumers to a neighboring Vendor. Vendors and their employees must dress appropriately. Shouting to attract customers will not be permitted.

Vendor: Each vendor is responsible for cleaning the area around his or her stall. Any generated waste must be removed by the vendor at the end of the day and disposed of by the Vendor. No firecracker type toys will be permitted to be sold. Vendors will comply with all federal, state, county and municipal regulations including, but not limited to, the New Jersey Sanitary Code. Vendors must comply with other terms and conditions that may be added for the public health, safety and welfare.

Covid 19: I am choosing to participate at Haworth Day. In accordance with applicable law and Haworth's policy, I hereby expressly waive and release any and all claims, now known or hereafter known, against Haworth, the Haworth Recreation Commission, and its officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, "Releases"), on account of injury, illness, disability, death, or property damage. I covenant not to make or bring any such claim against Haworth, the Haworth Recreation Commission or any other Releasee, and forever release and discharge Haworth, the Haworth Recreation Commission and all other Releases from liability under such claims. I shall also defend, indemnify, and hold harmless Haworth, the Haworth Recreation Commission and all other Releases against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to my attendance at and visitation at Haworth Day including any claim related to my own negligence or the ordinary negligence of Haworth and/or the Haworth Recreation Commission.



VENDOR Type & Fees:

- A. Promotional Vendor **\$50.00** per space (approx. 12 feet by 8 feet deep)
A business who wishes to promote their business (e.g., real estate company, tree company)
- B. Retail Vendor **\$75.00** per space (approx. 12 feet by 8 feet deep)
A business who plans to sell goods at the event (e.g., jewelry, clothing, toys, beauty products, pre-made/pre-packaged food)
- C. Food Vendor **\$150.00** per space (approx. 12 feet wide by 8 feet deep or truck) (*Vendors selling food that is not pre-made and/or pre-packaged*)

IMPORTANT NOTE: All food vendors (even those with established restaurant licenses) must be screened and approved for participation by the Bergen County Department of Health Services before the event. Complete and submit the Temp Food Application form. This form can be requested from the Borough at 201-384-4785.

In accordance to NJAC 5:70 of the NJ Uniform Fire Code, all food vendors planning to **prepare/cook food at the event on the street** must obtain a Type 1 Fire Permit from the Borough of Haworth. The application for this permit can be requested from the Fire Official at 201-384-4785.

- D. Non-Profit **FREE**
A non-profit organization (e.g., public library, church)

Business Name:	
Contact Name:	
Address:	
Office Phone:	Cell Phone:
Email (please PRINT):	
Vendor Type: (circle one)	
A: Promotional Vendor \$50.00 B: Retail Vendor \$75.00 C: Food Vendor \$150 D: Non-Profit - FREE	
Description/Type of Merchandise/Service:	
<p>SPONSORS: Sponsorship opportunities are available for Celebrate Haworth Day and include items such as the water station, volunteer t-shirts, DJ, rides, fireworks, tote bag. Please email us at haworthrec@gmail.com to learn more.</p> <p>To be acknowledged as a "Friend of Celebrate Haworth Day 2025" sponsor, please use this form, thank you.</p> <p>We hereby pledge the amount of \$ _____</p> <p>To be acknowledged on day of event program as (print) _____</p>	
SIGNATURE:	DATE:

Please complete, sign and return this Vendor Agreement, along with payment in the form of a check or money order payable to: Borough of Haworth, 300 Haworth Avenue, Haworth, NJ 07641.

To make payment **ONLINE** visit <https://www.haworthnj.org/> and follow the link on the homepage.

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Date Rec'd: _____ Check # _____ CASH _____ ONLINE _____ By: _____