



Spencerport Canal Days will be on July 27 and 28 this year. We hope you will be able to join us for our ninth Tasting Event at Spencerport Canal Days. Canal Days has quite a history in our community and we hope our Tasting Event will continue to add to that history. You allow us to add to our community and we thank you for that.

Our tasting event will be from 11:00 am - 4:30 pm on both Saturday and Sunday. We will have up to six Vendors at this event, we limit it to six because we want it to be a tasing not a drinking event. The selection of Vendors will be based on the date we receive each complete application and deposit. We have a Farm Market permit and would accommodate any farm produce for you to sell if you list it on your application. We will supply a 10 x 10-foot area, inside a large tent, one table, electric, ice, water, pick-up service, and every person of legal age entering the tent will be wearing a bright colored bracelet. There is a \$100 fee including a \$25 deposit, the fee is \$90 if all paperwork is received, and the fee, is paid by May 1, 2024.

Our success every year has allowed us to use our profits to purchase items to benefit our community. Over the past nine years we have purchased items for our Ambulance, Fire Department, Police and Special Police. We also purchased a bench, a swing and life preserver rings for our public community areas. We do appreciate our Vendors that have helped make this possible.

If you have any questions regarding the included contract and application, please contact us using the information below. We are pleased at the prospect of working with you and we are looking forward to another successful year.

Sincerely,

Spencerport Canal Days Tasting Committee

Pat and Bill Everett - 585-469-1447

Denise and Greg Schweers 585-732-0726

canaldayswine@gmail.com

General Information for Spencerport Canal Days

What we supply:

10 x 10 display space

1 - 8 ft. covered table

2 - chairs

15-amp, 110-volt circuit – no extension cords (please mark on the application if you do or don't need electric)

4 - staff name badges

1 - booth sign with Vendor name

Ice

Product storage service for customers

Parking Pass for 1 vehicle to park by our tent

Directions:

From Rochester

Head out on 1-490 West

Take the exit toward Buffalo

Take the exit to 531

Take the Rte. 259 exit North to the Village of Spencerport

From West of Rochester (Buffalo, Erie, etc.)

Take the I-90 Thruway East

Take the I-490 exit number 47- towards RT-19/LEROY/ROCHESTER

Take the Rte. 259 exit North to the Village of Spencerport

From East of Rochester NY (Finger Lakes, Syracuse, Albany, etc.)

Take the I-90 Thruway West

Take the I-490 exit number 45 towards ROCHESTER

Take the RT-531 towards SPENCERPORT

Take the RT-259/UNION ST exit

Continue north into the Village of Spencerport

Questions: email canaldayswine@gmail.com

Call: Denise 585-732-0726 or Pat 585-469-1447

**Spencerport Canal Days
Spencerport, NY 14559**

Saturday, July 27, 11am-5:30pm and Sunday July 28, 2024, 11am-5:30pm

Tasting Contract

Contract made between **Spencerport Canal Days**, a corporation incorporated under the laws of New York State, with production offices at 130 S. Union St. Spencerport, NY and _____ a Vendor with offices located at _____ whose federal tax identification number is _____. Vendor agrees to provide tasting services at Spencerport Canal Days. Spencerport Canal Days agrees to permit such provisions of a tasting service with a Farm Market Permit under the following conditions:

RELATIONSHIP OF PARTIES The parties act as independent contractors. Nothing herein contained shall create or be construed as creating employment, a partnership, joint venture, or agency relationship between the parties, and no party shall have the authority to bind the other in any respect.

INCORPORATION OF APPLICATION Vendor agrees to comply with all policies and procedures as indicated in this document. Vendor also recognizes that Spencerport Canal Days has the right to reasonably modify the conditions of its permission to Vendor participation in Spencerport Canal Days. Accordingly, Vendor agrees to comply with Spencerport Canal Days reasonable directions, which may not be published or contained herein.

RECITALS Vendor agrees to participate in the tasting event at Spencerport Canal Days on July 27, and July 28, 2024, with the hours of 11:00 AM – 5:30 PM on both days. Vendor shall set up its tasting area between 9:30 am and 10:45 am on the days of the Event. Vendor can strike their area after 5:30 on the last day of the Event. The area must be totally cleared by 6:00 pm on July 28.

CONSIDERATION Vendor agrees to pay a fee of \$100.00 (\$90 if paid by May 1, 2024) by check payable to Spencerport Canal Days.

TAXES The Vendor shall be solely responsible for the payment of New York sales tax and any taxes levied by any other governmental organization with respect to sales or activity of Vendor under this agreement. **Vendor shall properly display their current New York State Sales Tax Certificate at the festival.**

INSURANCE The Vendor agrees to file with Spencerport Canal Days, no later than 21 days prior to the start of the Spencerport Canal Days event, a Certificate of Insurance with proof of the following coverage:

1. General Liability in minimum limits of \$1,000,000
2. Products Liability in minimum limits of \$1,000,000
3. Workers' compensation in accordance with the laws of NYS

The Additional Insured, as listed in the attached Application, must be named on all liability policies for the duration of each Event. The foregoing coverage and limits are to be considered as minimum requirements. This insurance shall be issued by a company or companies licensed to do business in NYS and shall provide for written notification to Spencerport Canal Days 30 days prior to termination or restrictive amendment. Failure to provide the certificate of insurance shall terminate this contract.

AMENITIES Spencerport Canal Days agrees to provide Vendor with the following amenities:

- a. one 10x10 display space in a tent
- b. one – 8- foot covered table
- c. four staff badges for Vendor booth
- d. one booth sign with Vendor name
- e. one 15-amp, 110 volt circuit – no extension cords
- f. ice
- g. product storage service for customers

Spencerport Canal Days shall have at least two people conducting age proofing. Spencerport Canal Days personnel shall proof all people who enter the tasting area. The Vendor will not serve people less than 21 years of age or who appear to be intoxicated.

The Vendor shall be responsible for general cleanup in their service area during and after the festival. All product prices shall be prominently displayed at the tasting. No products will be left in the tent overnight.

INDEMNIFICATION The Vendor shall defend with competent counsel, indemnify and hold Spencerport Canal Days harmless from and against any and all liabilities, claims, suits, damages, losses, judgments, penalties, premiums, contributions, fines, and increased costs and expenses (including reasonable attorney’s fees and other expenses) arising out of damages caused by either willful conduct, error, omission or negligent act of or its agents of employees toward Spencerport Canal Days or any third party. This obligation shall survive the termination of this contract.

LICENSES, PERMITS The Vendor shall obtain all permits necessary to serve at our tasting at Spencerport Canal Days, including all necessary permits from the County of Monroe and agrees to provide Spencerport Canal Days with proof of such permits.

***** Under no circumstances will a Vendor be allowed to set up operations unless we have a copy of their NYS Certificate of Authority to Collect Sales and Use Tax, a current insurance certificate using the proper wording as stated, a copy of your Tasting Permit and a fully executed contract by July 15, 2024. *****

AUTHORIZED SIGNATORY The individual executing this contract on behalf of the Vendor represents and warrants that he/she is duly authorized by the Vendor to enter into this contract.

IN WITNESS WHEREOF, the parties have signed this contract as follows:

Spencerport Canal Days

Vendor

By: _____

By: _____

Contact Name _____

Contact Phone _____

Contact E-Mail _____

Send contract and application to:

**Spencerport Canal Days
P.O. Box 331
Spencerport, NY 14559**

**Spencerport Canal Days
Spencerport NY, 14559
2024 Tasting Contract – Application**

Business Name _____

Contact Name _____

Address _____

Phone _____

Beverages and Other Items _____

Do you need electric? _____

Dates **Saturday, July 27 – Sunday, July 28, 2024**

Hours of Operation Vendor must be ready to serve at all times 11:00 am – 5:30 pm both days
Location 10 x 10 space inside wine tent

Set Up Time 9:30 am - 10:45 am

Fees \$100 fee including a \$25 deposit, the fee is \$90 if all paperwork is received, and fee is paid by June 1, 2024. paperwork must be received on or before May 1, 2024.

Additional Insured The Additional Insured for the Festival:
A Certificate of Insurance for Spencerport Canal Days listing,
Spencerport Canal Days, Inc., P.O. Box 331, Spencerport, NY 14559
You are required to supply all paperwork by July 15, 2024.

- Signed contract
- **\$100.00 Fee paid by July 15, 2024**
- Copy of NYS Permission to Collect Sales and Use Tax
- Certificate of Insurance
- Verification of NYS Tasting Permit
- Vendor information including a list of beverages and any other farm market items they will sell.