



Hamburg Oktoberfest 2019 Vendor Application

- *Thank you for your interest in becoming a Vendor for the Hamburg Oktoberfest. We are a not for profit 501(c)3 organization that raises money for many different charities throughout our local community.*

All Vendors are required to follow the rules set in place in order to partake in our event:

- 1) Our organization has the right to **limit the number** and also **choose our vendors** as we see fit.
- 2) We strive to make this a Hamburg Event and try to keep most of our vendors from the area, however, the main requirement is that you **MUST offer German Food, Drink and/or other German products** in order for you to participate. *(The **ONLY** exceptions would be sponsors and charities in which we are raising funds for!)
- 3) We will supply the following for our **main food vendors**:
*Space under the large tent; Lighting; Electrical; Large Menus and Ticket Totes for collecting tickets.
We **will not supply** the following:
* Any *smaller tents* you may want to cover outside the large one, as cooking **must** be outside of large tent; *Supplies* such as tables, chairs, other equipment, cups, ice, etc...
- 4) **All Non-Food Vendors** will be responsible for their own tents, tables, chairs, power outlets/extension cords and lighting. You are on your own. We will do our best to accommodate you and place you in a strategic place, based on available space.

- 5) **All sales are conducted with Hamburg Oktoberfest tickets. Absolutely NO CASH SALES!** Each ticket = \$1.00. We will supply you with the ticket totes that will need to be given to Joe Gunning, President at the conclusion of the event. If you would like to take the tickets home with you to count, that is fine but you are responsible for getting to Joe ASAP! The longer you wait the longer it will take to pay you. Once tickets have been verified with Oktoberfest, then we strive to pay you within 1 week from the conclusion of the event. You will receive 85% of your total ticket sales, so ***NOTE that there is a 15% Concession in order to participate in our event.***
- 6) **All Food Vendors MUST** supply a menu and send to Joe Gunning @ jcgunning4@gmail.com by **AUGUST 28th, NO EXCEPTIONS!!!** This is required so we can make sure there are not too many items duplicated between vendors as we prefer to have a variety of food and that all FOOD is of **German Origin.** * **Note: Hot Dogs and Hamburgers are ok to offer for children, etc...However, Pretzels are NOT ALLOWED (only rolls will be accepted for sandwiches) as Hamburg Oktoberfest has their own pretzel stand that raises money for charity! All food items (Platters) cannot exceed \$12.00 (12 tickets),** as we strive to make this event affordable for families.
- 7) **Vendors MUST be set-up and ready to go by 1:30 PM and they MUST remain open until the conclusion of the event at 11 PM! Hours are from 2- 11 pm for the event.**
- 8) **Every Vendor is required to clean-up their area at the conclusion of the event, or at least by 10 am the following morning! All MUST be removed as they come and take down the tents.**
- 9) ***Extremely Important- every single vendor MUST supply 2 declaration pages from their insurance company listing: Yes, 1 for the Village of Hamburg and 1 for Hamburg Oktoberfest.***
 - **I have attached a copy of each declaration page for examples as to how each one MUST be filled out correctly, if not they will be returned. If you follow the items below, you should be good to go: NO EXCEPTIONS!!!**
 - **There must be an "X" placed in the General Liability column under ADDL INSR.**
 - **In the Description of Operations...section, they must type out the 2 above mentioned additional insureds as an example: "The Village of Hamburg is listed as an additional insured on a primary and non-contributory basis as respects in general liability" and for "Hamburg Oktoberfest is listed as an additional insured on a primary and non-contributory basis as in respects in general liability. (So each Dec Page should have 1 listed on one and the other listed on the other).**

Under Certificate Holder please make sure to fill-out the names and addresses completely as follows:

Village of Hamburg
Mary Mckee
100 Main Street
Hamburg, NY 14075

And

Hamburg Oktoberfest
PO Box 203
Hamburg, NY 14075

And finally, make sure the **LIMITS SECTION** has at minimum what is listed under the example. Again, any exceptions you will be hearing from me to get corrected, so please make sure your insurance company follows this to a "T".

*****The Deadline to submit this application is Wednesday August 28, 2019!!!*****

Please return with a copy of your menu and 2 certificates of insurance to:

Hamburg Oktoberfest
PO Box 203
Hamburg, NY 14075

Or email to: jcgunning4@gmail.com

***** Also, supply your name or contact for event, address, telephone number for easily reaching you and your email. *****



VILLAGE OF HAMBURG FACILITY USE AGREEMENT
INSURANCE REQUIREMENTS

A. User must (at its cost) maintain and evidence all "checked" coverages listed below with the limits as indicated:

- 1. Commercial General Liability
Bodily Injury & Property Damage Limit \$1,000,000 each occurrence
Products/Completed Operations Limit 1,000,000 aggregate
Personal Injury and Advertising 1,000,000 each person or organization
General Aggregate Limit 2,000,000

Endorsed exclusions/limitations for the following are not permissible: Athletic Participants, Contractual Liability, or Designated Premises Restriction. In addition, Abuse/Molestation coverage with limits of not less than \$1,000,000 each claim and \$2,000,000 aggregate must be maintained and evidenced on the certificate of insurance if the following box is checked: []

- 2. Automobile Liability
Owned (if any), Hired and Non-Owned Autos
Combined Single Limit for Bodily Injury and Property Damage 1,000,000 each accident

- 3. Liquor Liability
Bodily injury or property damage including damages for care, loss of services, or loss of support
1,000,000 each common cause
2,000,000 aggregate

4. Other (Describe: _____)

- 5. Excess Umbrella Liability
Combined Single Limit for Bodily Injury & Property Damage [] 1,000,000 each occurrence
1,000,000 aggregate
Coverage to apply in excess of (and be as broad as) the following liability coverages outlined above:
[] 5,000,000 each occurrence
5,000,000 aggregate
[X] 1 [X] 2 [X] 3 [] 4

*Note: Abuse/Molestation coverage need not be provided in the Excess Umbrella Liability policy [] _____ each occurrence
_____ aggregate

B. Village of Hamburg (VOH) must be named as an Additional Insured (AI), on a primary/non-contributory basis, under the following coverages listed above (if required): (1) General Liability (including Abuse/Molestation coverage if required under A above), (2) Automobile Liability (3) Liquor Liability and (5) Excess Umbrella Liability. VOH shall also be included as an AI, on a primary/noncontributory basis, under the policy described in Item 4 above if the following box is checked: [] The certificate must clearly indicate the policies under which VOH is included as an AI and a copy of the endorsement(s) or policy provision(s) granting the required AI status must be attached to the certificate of insurance.

C. Insurers providing the above policies must be licensed to do so in New York State and must have an A.M. Best's Rating of not less than A- with a Financial Size Category rating of not less than X unless otherwise agreed by the VOH.

D. All coverages are to be provided on an occurrence basis unless otherwise agreed by the VOH.

E. Each required policy must be endorsed to provide 30 days prior written notice to the VOH in the event of cancellation

F. All Certificates must be provided to the VOH at least 30 days in advance of the contracted use of facilities and must be approved by the VOH prior to using the VOH's facilities. The Certificate Holder must be designated as "Village of Hamburg, 100 Main Street, Hamburg, NY 14075; Attention: Deputy Clerk." Certificates must reflect each insurer's NAIC Identification Number. Failure of the VOH to demand such certificate of insurance or failure of the VOH to identify a deficiency in a certificate that is provided shall not be construed as a waiver of User's obligation to maintain such insurance.



CERTIFICATE OF LIABILITY INSURANCE

HAMB-18

OP ID: LK

DATE (MM/DD/YYYY)
07/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Benz Associates LLC 36 Buffalo Street Hamburg, NY 14075 Richard Benz	Phone: 716-648-3230 Fax: 716-648-3589	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr><td>INSURER A :</td><td></td></tr> <tr><td>INSURER B :</td><td></td></tr> <tr><td>INSURER C :</td><td></td></tr> <tr><td>INSURER D :</td><td></td></tr> <tr><td>INSURER E :</td><td></td></tr> <tr><td>INSURER F :</td><td></td></tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Sample certificate															


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR I WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Village of Hamburg is listed as additional insured on a primary and non-contributory basis as respects general liability.

CERTIFICATE HOLDER Village of Hamburg Mary McKee 100 Main St Hamburg, NY 14075	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Benz Associates LLC 36 Buffalo Street Hamburg, NY 14075 Richard Benz	716-648-3230 716-648-3589	CONTACT NAME:		
		PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED Sample certificate		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A :		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
<input type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
<input type="checkbox"/>	CLAIMS-MADE		<input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
<input type="checkbox"/>							PERSONAL & ADV INJURY	\$ 1,000,000
<input type="checkbox"/>							GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
<input type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC			\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$
<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
<input type="checkbox"/>	HIRED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/>		<input type="checkbox"/>						\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$
<input type="checkbox"/>	DED		RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
<input type="checkbox"/>	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$
<input type="checkbox"/>	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
<input type="checkbox"/>							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is listed as additional insured as respects general liability

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Richard Benz