

Freedom Fest: Taste of Long Island Festival at the 2017 Suffolk County Marathon



Suffolk County Executive Steve Bellone, the Suffolk County Legislature, Catholic Health Services, the Village of Patchogue, and the Greater Patchogue Chamber of Commerce are hosting the 2017 Suffolk County Marathon and Half Marathon to Support Our Veterans this October 29th, 2017. With 1.5 million people and 90,000 veterans residing in Suffolk County we are proud to host this event and we hope you can join us in honoring our local heroes. Last year the event drew more than 2,600 runners from 28 states and four countries. This year's event begins and ends in the Village of Patchogue and will be followed by the Taste of Long Island Festival. To learn more about the marathon, please visit: www.suffolkmarathon.com.

The Taste of Long Island Festival is a showcase of the rich and diverse collection of food and beverage options available across Suffolk County. The event is organized by the Greater Patchogue Chamber of Commerce. The Taste of Long Island Festival is a wonderful opportunity for your business to reach new customers, build overall brand awareness, and drive repeat visitations to Suffolk County. There is a \$100 vendor fee for a 10'x10' lease with additional adjacent vendor spaces available for lease. Food Trucks are charged a flat fee of \$250. All net proceeds support veterans' services. If you are interested in participating in the second annual Taste of Long Island Festival, please contact David Kennedy at (631) 207-1000 or at info@Patchogue.com. We look forward to your participation!

WHEN:
SUNDAY, OCTOBER 29, 2017
9:00 AM-3:00 PM

SET-UP TIME:
5:00 AM-7:00 AM

WHERE:
DOWNTOWN PATCHOGUE
W. MAIN ST.
PATCHOGUE, NY 11772

CONTACT:
DAVID KENNEDY
(631) 207-1000
INFO@PATCHOGUE.COM

VENDOR FEES:
\$100 FOR 10'X10' LEASE
\$250 FOR FOOD TRUCKS

Vendor spaces are 10'X10'. Multiple adjacent vendor spaces available for lease. Tents, tables, umbrellas, etc. are your responsibility – none will be provided. Electricity is NOT available. Please bring your own generators if needed. The event will take place rain or shine. There will be no refunds for cancellations or no-shows. Vendors are responsible for keeping their leased areas clean.

To participate in the Taste of Long Island Festival please complete the form below, separate and **return by September 15th** with your **check payable to Greater Patchogue Chamber of Commerce** to:
Greater Patchogue Chamber of Commerce | Attn: David Kennedy | 15 N. Ocean Ave. | Patchogue, NY 11772

FREEDOM FEST: TASTE OF LONG ISLAND FESTIVAL REGISTRATION

Name of Operation: _____

Contact Person: _____

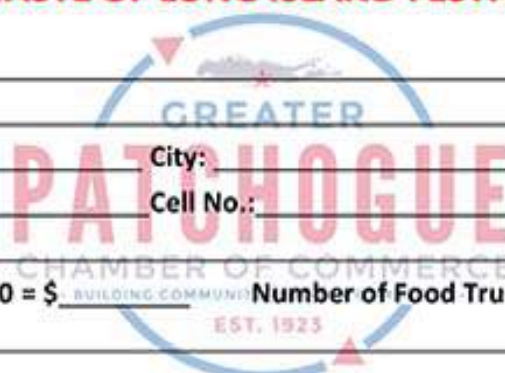
Address: _____ City: _____ State: _____ Zip: _____

Phone No.: _____ Cell No.: _____

Email: _____

Number of 10'x10' Leases: _____ x \$100 = \$ _____ Number of Food Trucks: _____ x \$250 = \$ _____

Products Available For Sale: _____



FREEDOMFEST: TASTE OF LONG ISLAND FESTIVAL CHECKLIST

Enclosed in this packet, you will find all the necessary forms and paperwork that need to be completed in order for you to participate in and sell your products at the 2017 Suffolk County Marathon's FreedomFest: Taste of Long Island Festival. Below is a checklist to assist you with compiling the required information. Please be advised that due to high demand, existing business needs in the downtown, and event boundaries, all applications are subject to event committee approval before acceptance. Only complete applications will be considered by the committee. Completed applications are due **Friday, September 15th**. **NO PAYMENTS WILL BE PROCESSED WITHOUT COMMITTEE APPROVAL OF APPLICATION.**

- Complete and submit the Taste of Long Island Festival Registration Form with your contact information and the products you will sell.
- Complete and submit the Village of Patchogue Vendor Permit Application.
- Include the appropriate vendor fee. Checks should be made payable to **The Greater Patchogue Chamber of Commerce**. The booth spaces will be 10' x 10' and shall cost \$100 each (\$1 per square foot). Food trucks require three spaces but will be charged a flat \$250 fee. If your operation requires more space including, but not limited to, space for tents, pens, storage, trailers, vehicles, etc., you will need to purchase additional adjacent 10' x 10' lots. Please plan your booth and vending space accordingly. With limited space and limited access on Montauk Highway, we will **NOT** be able to accommodate vendors that exceed their registered spaces. Refunds will not be awarded.
- Complete and sign the Agreement to use street space. (Please note, you will need to provide a declaration page naming The Greater Patchogue Chamber of Commerce, The Recreation and Economic Development Corporation of Suffolk County, the County of Suffolk and the Village of Patchogue as additional insureds. Addresses for these municipalities and organizations are listed on the next page. The requirements for the insurance are listed in the Agreement to use Street Space at Taste of Long Island.
- For Alcohol Sales – please see additional checklist.
- For Restaurants and others serving prepared foods – You must complete a Suffolk County Department of Health Services (DHS) “[VENDORS TEMPORARY FOOD SERVICE APPLICATION and PERMIT](#)”. Please wait for enrollment confirmation before submitting.
- Participating food truck applicants must have current DHS licenses.
- All vendors preparing food will need to provide proof of the necessary DHS permits before **Friday, October 13th, 2017 at 5pm**.
- Return all forms/agreement and payments to:

The Greater Patchogue Chamber of Commerce
Taste of Long Island Festival
15 N. Ocean Ave.,
Patchogue, NY, 11772

Any questions may be forwarded to David Kennedy at the Greater Patchogue Chamber of Commerce at 631-207-1000 or at info@patchogue.com.

Addresses for Additional Insureds

The Greater Patchogue Chamber of Commerce
15 N. Ocean Ave.,
Patchogue, NY, 11772

The Recreation and Economic Development Corporation of Suffolk County
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Suffolk County
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Village of Patchogue
14 Baker Street P.O. Box 719
Patchogue, New York 11772

ALCOHOL SALES CHECKLIST

All NYS Alcohol Vendors must enforce age restrictions regarding sales by the bottle and sampling at farmers markets. To offer samples, you must have a one time or annual tasting permit from the State Liquor Authority (SLA). All alcohol vendors also need Valid NYS Sales Tax Certificate and must submit their brand label for approval - <http://www.sla.ny.gov/brand-labeling-1>. All vendors interested in selling alcohol for on-site consumption will need an SLA special events permit, found at <http://sla.ny.gov/online-permit-applications>. For your convenience, you may find common answers to the SLA questions on the following page.

Please note, as the Suffolk County Marathon will be occurring on a Sunday morning, it is important to understand that **NO on-premises alcohol sales are permitted before 10am for on-premises or off-premises consumption.** Also, alcohol for on-site consumption is not permitted in a glass bottle or container. Alcohol consumption is only permitted in designated penned-in areas.

The *Taste of Long Island Festival* will be certified by New York Agriculture & Markets as a “Farmers Market,” so all applicable benefits cited below apply. Alcohol vendors will need to provide evidence to The Greater Patchogue Chamber of Commerce of the necessary licenses and/or permits before **Friday, October 13, 2017 at 5pm.**

Farm Brewery License – Beer producers sourcing 20% or more of their ingredients from New York State farms are eligible for a Farm Brewery License which allows them to produce beer in NYS. No other SLA license is needed for farm breweries to sell NY labeled beer by the bottle at Farmers Markets as defined above. A [Temporary Beer, Wine and Cider Permit](#) is needed to sell by the pour.

Craft Brewery License – Beer producers making 60,000 barrels or less per year with any ingredients can get a Craft Brewery License. Craft Breweries can sell at Farmers Markets with either a no-fee permit from the NYS Liquor Authority OR a Marketing Permit:
No Fee Permit: <http://www.sla.ny.gov/system/files/BrewerOffPremisesPermit.pdf>
Marketing Permit: <http://sla.ny.gov/online-permit-applications>.
A [Temporary Beer, Wine and Cider Permit](#) is needed to sell by the pour.

Farm Wineries or Micro Wineries License – Farm Wineries produce 150,000 gallons or less per year whereas Micro Wineries produce 1,500 gallons or less per year. Both licenses require wines to be made from 75% grapes, fruits, or other agricultural products made in NYS. No permit is needed from SLA for licensed Farm and Micro Wineries to sell for off-premises consumption at Farmers Markets, though a [Temporary Beer, Wine and Cider Permit](#) is needed to sell by the pour.

Farm Cidery License – A Farm Cidery License from the SLA is for those producing 150,000 gallons or less of cider per year and cider must be NYS labeled. In order to be NYS labeled the product must be made exclusively from apples or fruits grown in NYS. Cider producers with a permit to conduct tastings may sell their cider at a NYS Farmers Market where they are conducting a tasting. A [Temporary Beer, Wine and Cider Permit](#) is needed to sell by the pour.

Farm Distilleries License - Farm Distilleries produce 35,000 gallons or less of spirits per year and use 75% or more New York State ingredients. In addition to the Farm Distillery License, a Marketing Permit is needed to sell distilled products by the bottle at NYS Farmers Markets: <http://sla.ny.gov/online-permit-applications>. A [Temporary Beer, Wine and Cider Permit](#) is needed to sell by the pour.

COMMON ANSWERS TO SLA PERMIT QUESTIONS

Describe the event function

The Taste of Long Island Festival will be a showcase of the rich and diverse collection of food and beverage options available across Suffolk County. During this event, Main Street will be closed off to accommodate the street fair. The Taste of Long Island Festival will be a wonderful opportunity to feature local businesses, build overall brand awareness, and drive repeat visitations to the Village of Patchogue and Suffolk County.

Is the event advertised? If yes How?

Yes. Web presence (<http://suffolkmarathon.com/Events/TasteOfLongIsland.aspx>), social media (Facebook & Twitter), marketing through Discover Long Island, radio promotion from media sponsors WBLI and WBAB, and local media coverage including Newsday and Channel 12 News.

Number of expected attendees

5,000-6,000

Event setting (inside, outside tented)

Outside street fair. Vendors supply their own tents if desired.

Venue Name

Downtown Patchogue – West Main Street between West Ave and Ocean Ave, Patchogue NY 11772

Name of Landlord (If in street this will be the town/village)

Village of Patchogue

Police jurisdiction information

5th Precinct of the Suffolk County Police Department - 125 Waverly Ave, Patchogue, NY 11772

Date & Times of event (rain date if applicable)

Sunday October 29th, 10a-5pm. No rain date.

VILLAGE OF PATCHOGUE
VENDOR PERMIT APPLICATION
Freedom Fest: Taste of Long Island Festival
Sunday, October 29th

Dear Vendor:

The Incorporated Village of Patchogue requires **ALL** vendors to obtain a permit from the Office of the Village Clerk. Please complete the application below and return with a \$25.00 check if you are an arts or crafts vendor or a \$50.00 check if you are food, beverage or unclassified vendor. Please note, if you have secured a permit for a previous event in the Village of Patchogue in 2017, you do **NOT** have to secure an additional permit for the Freedom Fest: Taste of Long Island Festival. No payments will be processed until the committee approves your Festival application. Please make checks payable to the Village of Patchogue and mail to:

Incorporated Village of Patchogue
Attention: Patricia M. Seal, Village Clerk
14 Baker Street P.O. Box 719
Patchogue, New York 11772

Name of Business: _____

Business Address: _____

Phone #: _____

Name of Owner: _____

Type of Business: Food/Beverage _____

Non/Food Beverage _____

**PLEASE NOTE THAT ALL PERMITS MUST BE PURCHASED PRIOR TO THE
EVENT AND THAT PERMITS MUST BE DISPLAYED AT ALL TIMES
DURING THE EVENT.**

AGREEMENT TO USE STREET SPACE AT TASTE OF LONG ISLAND

1. The Patchogue Chamber of Commerce ("Chamber") gives permission to _____ ("Vendor") to participate in the "Taste of Long Island" event on October 29, 2017 on Montauk Highway in the Village of Patchogue by operating a booth or booths for the purpose of providing _____ (Type of Product) at the finishing area of the Suffolk County Marathon.

2. Vendor acknowledges and agrees that the Recreation and Economic Development Corporation of Suffolk County ("RECS"), County of Suffolk ("County") and the Village of Patchogue ("Village") are not parties to this agreement ("Agreement") and that Vendor is not entitled to any rights, benefits or remedies from the RECS, the County or the Village as a result of entering into this Agreement. Notwithstanding the foregoing, Vendor further agrees that it shall protect, indemnify and hold harmless the Chamber, RECS, the County, and the Village, and their respective officers, officials, servants, employees, agents, and subcontractors from and against any and all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or negligence of Vendor, its officers, officials, employees, subcontractors, agents, or servants in connection with or related to this Agreement. Vendor shall defend the Chamber, County, the Village, RECS and their respective officers, officials, employees, agents, servants, and subcontractors in any suit or proceeding, including appeals, or at the Chamber's, the County's, the Village's, and/or RECS's option, pay reasonable attorney's fees for the defense of any such suit or proceeding arising out of the acts or omissions or negligence of Vendor, its officers, officials, employees, agents, servants, or subcontractors, if any, in connection with or related to this Agreement.

3. Insurance:

Vendor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified below. Vendor agrees to require that all of its subcontractors, in connection with work performed for Vendor related to this Agreement, procure, pay the entire premium for, and maintain throughout the term of this Agreement, insurance in the amounts and types equal to that specified by Chamber for Vendor:

- a. Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The Chamber, County, the Village, and RECS shall be named as additional insureds.
- b. Automobile Liability insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence for vendors using a vehicle as part of their display (e.g., ice cream truck). The Chamber, County, the Village, and RECS shall be named as additional insureds.
- c. Workers' Compensation, Employer's Liability and Disability Benefits insurance, if required by law and in compliance with all applicable New York State laws and regulations.
- d. In the event any beverages containing alcohol are being sold at the booth, Vendor must obtain the following insurance:

Dram Shop insurance, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence providing coverage for claims arising out of the

acts of patrons who may have been served any alcoholic beverage. The Chamber, County, the Village, and RECS shall be named as additional insureds.

- e.** All policies providing the above coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.
 - f.** Vendor shall furnish to the Chamber, County, the Village, and RECS, prior to the execution of the Agreement, declaration pages for each policy of insurance required under this Agreement, other than a policy for commercial general liability insurance, automobile liability insurance and dram shop insurance and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, automobile liability insurance and dram shop insurance, Vendor shall furnish to the Chamber, County, the Village, and RECS, prior to the execution of the Agreement, a declaration page or insuring agreement and endorsement page evidencing the County's, the Village's, and RECS's status as additional insureds on said policies, and upon demand, a true and certified original copy of such policies evidencing compliance with the aforesaid insurance requirements.
 - g.** Vendor shall not have any use of the booth[s] until these conditions are met.
- 4.** The parties hereto agree that the RECS, County and the Village and its officers, officials, servants, employees, and agents are deemed to be third party beneficiaries of this Agreement.
 - 5.** All costs and expenses for the booth[s] and its operation shall be paid by Vendor. The Chamber, County, the Village, and RECS shall not be responsible under any circumstances for any costs and expenses incurred in connection with the booth[s], or the goods and/or services Vendor provides.
 - 6.** This Agreement is construed and guided in accordance with the laws of the State of New York and, in the event of any litigation between the parties hereto or any party and the County and/or the Village, New York laws shall govern and the location of any litigation shall be Suffolk County, New York.
 - 7.** Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the remainder of this Agreement.
 - 8.** Parking is permitted in only designated areas in the Village of Patchogue.
 - 9.** Vendor consents to the terms/rules/conditions of the Agreement and to any terms/rules/conditions of the Village of Patchogue. Failure to adhere to said terms/rules/conditions will result in loss of booth use privileges without regard to compensation paid.
 - 10.** Smoking is prohibited in the booth or booths at all times.
 - 11.** In the event any beverages containing alcohol are being sold at the booth[s], the Vendor is required to file all necessary papers with the appropriate New York State authorities and to obtain whatever licenses and/or permits to sell such beverages. The Vendor shall provide evidence to RECS of such licenses and/or permits before Friday, October 14, 2016 at 5pm, and shall comply with all terms and conditions set forth in such licenses and/or permits.
 - 12.** In the event any prepared food is being sold at the booth[s], the Vendor is required to provide proof of current Suffolk County Department of Health Services licenses and/or permits, and all other required permits, if any, to the Chamber before, Friday, October 13th, 2017 at 5pm.

13. The Vendor is responsible for keeping its booth[s] and areas clean. All trash and boxes are to be taken with the Vendor at the conclusion of the October 29th, 2017 event.

14. No electric service will be provided to the Vendor. Generators are permitted if a newer, less noise generating model.

15. The Vendor is not permitted to give or share any portion of its booth or booths to another person or vendor.

16. The appropriate fee paid by the Vendor to the Chamber pursuant to this Agreement is non-refundable.

17. The Taste of Long Island event will take place rain or shine.

18. The term of the Agreement is from October 29, 2017 to October 30, 2017.

Vendor: _____

By: _____ Title: _____
Authorized Signature

_____ Telephone Number: _____
Print Name

Date: _____

The Greater Patchogue Chamber of Commerce

By: _____
(Executive Director Signature)

Date: _____