

Dear Prospective Vendor,

"The Empire Carnival" Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner is seeking retail and food vendors for the upcoming carnival



Please find attached vendor application for "The Empire Carnival". The carnival will be held at the 248 McCarty Ave Albany, NY 12209 (Foley Field) Albany Pop Warner Field on September 15<sup>th</sup>, 16<sup>th</sup>, 17<sup>th</sup> 2022.

The vendor permit fee is \$100.00 for the total 3 days. The permit fee must be submitted with the vendor application and is due no later than September 13, 2022.

Prospective vendors must complete an application and return it with payment to Triple Threat Cheerleading & Dance, LLC office to be considered for participation. Vendor spaces are limited. Applications will be examined and evaluated to determine whether each vendor meets the requirements of this application based on the following criteria:

- \* Vendor's demonstrated capabilities, professional qualifications, and experience.
- \* Type and price of items offered.
- \* Variety of items.

Please be advised that "The Empire Carnival" Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner reserves the right to remove any vendor, at any time, from vending during the carnival, without refund, if vendor is in violation of the "The Empire Carnival" Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner Policies and Procedures.

If you have any questions or concerns regarding "The Empire Carnival", please contact us at (518) 313-7277 or [theempirecarnival@gmail.com](mailto:theempirecarnival@gmail.com)

On behalf of "The Empire Carnival" Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner we value your participation and interest. We look forward to working with you to make the carnival a huge success!

Jahmere Holland & Eunique Priest  
"The Empire Carnival" Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner  
Event Coordinators

Triple Threat Cheerleading & Dance, LLC  
Triple Threat Athletics  
25 Walker Way – Section 1a Albany, New York 12205  
Phone 518.313.7277 | Email [General.Info@3tallstars.Com](mailto:General.Info@3tallstars.Com)

**Vendor Application Form**  
“ THE EMPIRE CARNIVAL “  
September 15<sup>th</sup>, 16<sup>th</sup>, 17<sup>th</sup> 2022.

The vendor classification is reserved for community organizations, churches, or businesses, unless otherwise approved by the committee. By submitting this application, all vendors agree to follow all vending rules of New York State, federal and local guidelines. All applications are subject to review and approval by “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC committee.

Name of Organization/Business: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name/s of Contact Person/s:

1) \_\_\_\_\_ Phone# \_\_\_\_\_ email \_\_\_\_\_  
2) \_\_\_\_\_ Phone# \_\_\_\_\_ email \_\_\_\_\_

Describe specific products you propose to sell or exhibit at the carnival in the spaces below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor Note: Vendors must supply their own power, water, tents and tables at your site. If additional power becomes available our vendor committee will contact you as soon as possible letting you know of this extra feature. Generators will be acceptable but must be placed 25 feet away from your area.

Vendor Fee: \$100.00  
All Booth Sizes: 10’x10’

Questions can be addressed to Eunique Priest - [theempirecarnival@gmail.com](mailto:theempirecarnival@gmail.com)

Please submit applications as early as possible. You will be notified of approval or non –approval. You may submit applications without fees pending approval. Be sure to include all products you intend to market or offer for sale on this form. **Final deadline for vendor applications and payment of fess is September 13th, unless otherwise approved by the committee.**

Return completed application forms and payments to Triple Threat Cheerleading & Dance, LLC “The Empire Carnival” 25 Walker Way-Section 1A - Albany, New York 12205. We will accept the following forms of payments; checks payable to “Triple Threat Athletics, CashApp (\$NY3TA), Venmo (NY3TA)

**Committee Action:**         **Approved**         **Not Approved** Reason: \_\_\_\_\_

# “The Empire Carnival” Policies and Procedures

1. Only one business or organization may operate in each exhibit space, sharing of booth space with other businesses or organizations are prohibited. Booth/tent space may not be reassigned or sublet. Exhibitors may not distribute, display, or sell products, literature, or other items from any business or organization other than the one specifically contracted with “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner committee to rent the booth or tent space.
2. “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner Committee reserves the right to change the location, dates, hours, or to terminate entirely the operation of the scheduled event, at any time and without prior notice to the vendor. “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner Committee will make reasonable efforts to provide advance notice to vendors of any changes or cancellations.
  - a. “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner reserves the right to cancel the event due to severe weather or any other unforeseen circumstance. No refunds will be given. Exhibitor understands and agrees that upon cancellation, “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner will not be held liable for any fees other than reimbursement of the booth fee.
3. Items and products:
  - a. An Exhibitor Application must be completed, including a full list of all items or products to be sold, distributed free or sampled, these must be approved by “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner Committee prior to the start of the festival.
  - b. Balloons, stickers, t-shirts, or posters may not be sold or distributed free without prior consent of the “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner Committee.
4. General Rules for Exhibitors:
  - a. Exhibitors must provide their own water, electric, tables and chairs
  - b. Exhibitors must make their own arrangements for transport of their products, equipment, etc. to and from their exhibit spaces; carnival personnel are not available to assist, and the carnival cannot provide storage space for product, equipment, literature, etc. for exhibitors.
  - c. Exhibitors must take full responsibility for set-up and other display materials; “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner Committee will establish set-up and takedown times.
  - d. Exhibitors must always have personnel present and in their booths during the official operating hours of the carnival: 5pm to 9:00pm, 11am – 9pm
  - e. Exhibitors may not open or close earlier or later than the official operating hours, without express permission of “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner Committee.
  - f. Exhibitors must keep all displays, merchandise, etc. within the confines of the tent or space itself.
  - g. Exhibitors must keep boxes and cartons out of sight.
  - h. Exhibitors must maintain a neat and clean area, also provide refuse bags to condense and secure all waste produced by the booth.
  - i. Exhibitors may not hawk, peddle, sell, or advertise outside the assigned area.
  - j. Exhibitors may not distribute literature or other items to passers-by while standing outside of the assigned area.
  - k. Exhibitors may not have music or conduct activities that may be disruptive to neighboring exhibitors, passers-by, or “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner Committee personnel; “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner Committee reserves the right to make such determinations.
  - l. Exhibitors must return the areas to their pre-carnival condition (if repair and cleaning costs are incurred and “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner Committee determines Exhibitor is responsible, the Exhibitor will be billed for the cost of the repair.) Also the Exhibitor must comply with the September 1, 1992 New York State Source Separation Law when vending in the City of Albany (separate all waste for proper recycling and disposal).
  - m. Exhibitors must comply with the carnival parking regulations.
  - n. No vehicles (cars, trucks, trailers, etc.) of any type may be driven on the grass or sidewalks or parked on or near exhibitor’s assigned location between 5pm-9pm, 11:00am and 9:00pm during the carnival.
  - o. “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner Committee may, for publicity purposes use any photographs/slides and information received or obtained.
  - p. Exhibitors must operate their business in a professional manner. At the discretion of “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner Committee, any Exhibitors, or any agent, or employee of the Exhibitor who do not conduct himself or herself, in a professional manner and according to the policies contained herein may be removed from the carnival. “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner coordinators reserve the right to remove any objectionable merchandise from any booth. NO merchandise shall be displayed or sold with the name “The Empire Carnival” “Triple Threat Cheerleading & Dance, LLC”, “Albany Pop Warner” in any form.

q. Exhibitors that are using an electric generator or any other motor must soundproof that device to the satisfaction of “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner Committee.

The committee does have the right to make anyone not conforming to this or any policies or procedures to shut down for the remainder of the carnival.)

r. Receipts upon sale of merchandise will be given to purchaser. Refunds will also be given if the purchaser is unsatisfied with quality of workmanship or if defect in material or craftsmanship are found to exist.

s. Exhibitors that are cooking and/or vending food products (other than using deep-fryers) shall always have a 10lb minimum, commercial grade, ABC-type fire extinguisher within the permitted exhibition space. Exhibitors that are using deep fryers shall at all times have a 6-liter, K-type fire extinguisher within the permitted exhibition space. Exhibitors shall allow the Albany Fire Department to inspect said fire extinguisher, as well as the permitted exhibition space. “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner Committee maintains the right to close any exhibit not in compliance with the above policy.

5. Exhibitor is solely liable for equipment (installation, operation, and teardown), and any other personal property at the carnival. Exhibitor represents he or she has insurance coverage for said items to cover loss due to vandalism, theft, or any other casualty. Security is provided at specific designated times; however, any losses due to fire, theft, damage, or injury is the sole responsibility of the Exhibitor. It is specifically agreed that “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner, and City of Albany shall be held harmless for any claim of theft, vandalism, casualty, or loss.
6. The Exhibitor shall defend, indemnify, and save harmless the “The Empire Carnival” Triple Threat Cheerleading & Dance, LLC, Albany Pop Warner, Committee, City of Albany and their employees and agents, from and against all claims, damages, losses, and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, Exhibitor’s and/or Exhibitor’s employees or agents’ use, and occupation of the premises permitted herein.
7. Exhibitor shall not bring any animal or pet of any kind within the event, except any animal as defined as a service animal under the Americans with Disabilities Act (ADA); this includes vendor booth spaces.

I understand and agree to abide by the above policies and procedures. Upon acceptance of my application, this form will be binding and will represent the terms of the permit agreement:

Authorized Signature: \_\_\_\_\_ Vendor Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

## ***VENDOR PERMIT APPLICATION CHECKLIST***

### **Did you remember to:**

- 1. Fill out and submit application form completely.**
- 2. Read, sign, and submit the Policies and Procedures.**
- 3. Enclose check or submission for vendor fee.**

**NOTE: Applications must include all items above to be considered**