



Port Fish Day, Inc.

PO Box 564

Port Washington, WI 53074

info@portfishday.com

Vendor Agreement

July 16, 2022

"Port Washington Fish Day," is an annual festival dedicated to the City of Port Washington conducted by Port Fish Day, Inc., a non-profit organization incorporated under the laws of the State of Wisconsin. Organizations wishing to participate in the Port Fish Day event shall agree, as demonstrated by the signature of the organization's authorized agent at the end of this agreement, to abide by the rules and policies as set forth by the Port Fish Day, Inc. Board of Directors.

The purpose of this agreement is to assure the fair and uniform administration of all rules and policies and to provide a system of management for the Fish Day festival.

Therefore it is agreed between the undersigned parties that:

The organization (Name) _____ is granted the right to operate a
(Description) _____ concession within the Port Fish Day festival grounds on Saturday,
July 16, 2022

The organization shall operate ____stand(s). **The Vendor Chairman of the Port Fish Day Committee** shall designate the location. The organization shall not allow any other organization to sell items from this stand without the approval of Port Fish Day Inc,

ITEMS SOLD: Port Fish Day, Inc. has the right to name the products to be sold. **The organization agrees to sell only the items pre-approved** by Port Fish Day, Inc.

PAYMENTS: The organization shall pay Port Fish Day, Inc. 25% of the organization's GROSS retail sales for the event within TEN (10) DAYS following the Fish Day event.

INSURANCE: The organization shall provide proof of Liability insurance which fully indemnifies and holds harmless Port Fish Day, Inc., its officers, committee members, agents, and employees from any and all claims, demands, actions and causes of any actions whatsoever, made by anyone as a result of the activities of the organization under this agreement. The minimum General Liability limit allowable is \$1,000,000. Proof of Workers' Compensation Insurance will be required where applicable. **The Certificate of Insurance valid on the date of the Fish Day event shall be provided to the Vendor Chairman no later than July 1, 2020. Port Fish Day, Inc. is to be named as "Additional Insured on a Primary Non Contributory basis". Failure to provide proof of insurance by specified date can terminate any implied contract with above Organization**

Set-up times: The Vendor Chairman-Port Fish Day, Inc shall determine Set-up times and locations. All efforts shall be made to accommodate special requirements. However, all determinations are final.

DEPOSIT: A non-refundable deposit of \$200.00, payable to Port Fish Day, Inc., shall be due upon the signing of this agreement. This deposit shall be applied to the percentage of the organization's gross retail sales as outlined in paragraph #4. The deposit is NON REFUNDABLE, and shall be considered as liquidated damages in the event of a breach of this agreement. Retention of this deposit does not imply that Port Fish Day, Inc., will not seek, if warranted, any additional damages that it may have a right to recover.



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This agreement terminates one month following Fish Day 2020 and does not carry any expressed or implied right of renewal for subsequent Fish Day festivals. Any by-laws and policies of Port Fish Day, Inc. are made part of this agreement.

This agreement is not transferable to any other individual or organization. The hours of operation for the festival are 10:00 AM to 10:00PM.

No sales of product are allowed along the parade route prior to 10AM, or after 10:00 PM. Non-compliance of agreed sales products, times of sale, or locations, shall result in immediate removal from the Festival grounds, forfeiture of deposit, and further participation in the event.

This contract is entered into and agreed upon this _____ day of _____, 20__

Name of Organization:

Officer/Agent: _____

Date: _____

Port Fish Day Inc.

Vendor Chairman – Port Fish Day

Date: _____

Mail Application to:

Port Fish Day
P.O. Box 564
Port Washington, WI 53074

Contact:
Katie Binsfeld
Phone 262-355-5585



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VENDOR APPLICATION

Name of Organization or Individual: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Name of owner or principal manager: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail: _____

Number of personnel involved: _____

Wisconsin Seller's Permit Number: _____

Description of service or products to be sold:

(Attach additional sheet if required)

Describe the space requirements and type of facility you plan to utilize, including the number of mobile units.

(Attach additional sheet if required)

Retail price of product: _____ Estimated Gross Sales: _____

Time required for set up: _____ Time required for clean up: _____

ELECTRIC REQUIRED _____ **VOLTAGE** _____ **AMPS** _____

\$40 set-up charge for Electrical Connection Due with Application

PLEASE INDICATE: CHOICE 1 CHOICE 2

Friday set up time: _____ Saturday Morning set up time: _____

Starts 4 P.M. Starts 6 A.M.

Time: _____ Time: _____

Application deadline is May 1, 2022

E-Mail: vendors@portfishday.com



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Additional Information:

- Nametags, or other identifying materials, shall be provided to all approved Vendors. This is an effort to control outside Vendors not approved by Port Fish Day, Inc. from encroaching on the event.
- All personnel of approved vendors must wear supplied nametags, at all times, during the event. Any Vendor without a Port Fish Day supplied nametag shall be removed from the grounds.

Applicant Signature: _____ Date: _____

Port Fish Day Use Only:

Date received: _____

Deposit Received: _____

Insurance Cert Received: _____

Approved: _____

Denied: _____



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ATTENTION ALL VENDORS

Wisconsin Law (sec. 73.03(38), Wis. Stats.) requires that PORT FISH DAY, INC., must report the following information to the Wisconsin Department of Revenue for all vendors selling merchandise at Fish Day.

EVENT

Fish Day

Sponsoring Organization – Port Fish Day, Inc.

Date: July 16, 2022

VENDOR

Vendor's Name: _____

Business Name: _____

Address: _____

Social Security Number: _____

WI Sellers Permit Number: _____

Business Description: _____

Copies of this form for all Fish Day merchandise sellers must be sent to Wisconsin Department of Revenue, Attn: **Operator / Vendor Program, P.O. Box 8902, Madison, WI 53078** within 10 days following the Fish Day event.