



UKRAINIAN AMERICAN SPORT CENTER

Lower State and County Line Roads

Horsham, PA. 19044

www.tryzub.org

**Subject: Ukrainian Folk Festival 2022 in Celebration of Ukraine's Independence Day
at the Ukrainian American Sport Center – TRYZUB (“UASC TRYZUB”)**

**TO: Potential Vendors, Sponsors, Presenters, Exhibitors, Community and Charitable Organizations
and other Vendor Area Occupants (hereinafter, collectively “Vendors”)**

The Ukrainian American Sport Center will once again be holding the Ukrainian Folk Festival - Ukrainian Independence Day Celebration - at its Horsham facility on **Sunday, August 28, 2022**. **The cost for each 12-foot-wide slot will be \$150**. Please let us know if you are interested in taking part by filling out the application below. The application may be faxed, emailed or mailed to Bohdan Pazuniak, see below.

Bohdan Pazuniak, 216 Wyncote Road, Jenkintown, PA 19046

Voice: (609) 876-8372 Fax: (215) 885-1942 bpazuniak@gmail.com

Name of Vendor/Organization/Institution: _____

Contact Name: _____

Address: _____

Telephone: _____ Email Address: _____

Names of all persons and personnel that will be managing, staffing, supervising, occupying or working your vendor position: _____

_____ (attach additional pg., if needed).

ATTENTION

1. PLEASE NOTE AND REVIEW PAGES 2, 3 and 4 OF THIS APPLICATION. They contain a COVID 19 NOTICE to and TERMS AND CONDITIONS for “VENDORS” (as defined below) and a COMMUNICABLE DISEASE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. Your signature and that of each of your Personnel (as defined below) is required at the end of those pages.

2. The vendor page of the website contains a HEALTH AND SAFETY POLICY FOR VENDORS. Please review it and make plans for compliance. This policy may be (and likely will be) updated from time-to-time; return to the website periodically for updates and additional information.

3. Currently, UASC Tryzub strongly encourages, but does not require, that each and every Vendor and their Personnel (as the terms are defined below) be vaccinated and boosted prior to participation. However, it reserves the right, in its full and unbridled discretion, to impose a requirement that each and every Vendor and their personnel present certification proof of their full COVID-19 vaccination and boosting, prior to participation.

TO: Vendors, Sponsors, Presenters, Exhibitors, and Community and Charitable Organizations and other vendor area Occupants and their Personnel that will be managing, staffing, supervising, occupying or working a vendor position (hereinafter, collectively “Vendors” and “Vendors and their Personnel”)

In order to safeguard public health and safety, UASC Tryzub reserves the right and authority, in its full, unfettered and unbridled discretion, at any time, and from time-to-time, to take some or all of the measures and precautions enumerated in paragraphs 1 through 15, below, relative to any and all vendors (even if the vendor or vendors is/are registered fully in advance and paid, or otherwise has/have obtained vendor area space). Vendor, by signing below, fully and completely agrees to and grants to UASC Tryzub all such rights and authorities and such full and unbridled discretion. Also, by signing below, Vendor completely agrees to and grants to UASC Tryzub all rights set forth in paragraph 16, below.

In addition, all Vendors and their Personnel, by signing below, are acknowledging and agreeing to the **“Communicable Disease Release of Liability and Assumption of Risk Agreement”** that appears as paragraph 17, below.

1. Not to permit vendors of any sort and/or to limit the number of vendors.
2. In its full, unfettered and unbridled discretion, not to permit certain specific vendors, especially, without any limitation of the generality of the foregoing, those that are not in full compliance with UASC Tryzub and all applicable governmental health and safety rules and guidelines then obtaining.
3. In its full, unfettered and unbridled discretion, to ask any vendor to leave the premises, especially, but without any limitation of the foregoing, those that are not in full compliance with UASC Tryzub and all applicable governmental health and safety rules and guidelines then obtaining.
4. To permit only certain specific vendors or only certain types or styles of vendors.
5. Vendors and their personnel shall, at all times, comply with all applicable governmental health and safety guidelines obtaining at the time of the festival.
6. To set forth, in its full, unbridled and unfettered discretion, rules and guidelines for the vendors with respect to any and all of their activities on the property. If these are not yet developed, they will be shared at an appropriate time. Vendors must comply with same as they are written originally and as they might be amended or supplemented, at any time and from time-to-time. In this regard, UASC Tryzub reserves the right at any time and from time-to-time, in its full, unbridled and unfettered discretion, to amend or to supplement same.
7. To require that vendors submit detailed written plans showing: (1) their plans to comply with all applicable governmental health and safety guidelines then obtaining; (2) their plans to comply with UASC Tryzub requirements then obtaining and (3) the health and safety precautions that they will take to safeguard public health and safety, in general, and to prevent the spread or the risk of spread of COVID 19.

8. To require that each and every Vendor and each and every other person managing, working, supervising, staffing, occupying or otherwise “manning” the Vendor’s position at the festival (hereinafter “their Personnel”) certify that they have been fully vaccinated and boosted against COVID 19 and to offer proof of same.

9. To require that each and every Vendor and their Personnel certify in writing that neither they nor their Personnel (with separate individual certifications from each and every such Vendor and their Personnel): (1) have or, within the last thirty (30) days have had COVID 19; (2) have been exposed to any persons that have or have had COVID 19 within the last thirty (30) days; (3) are under a quarantine of any sort; (4) in the last thirty (30) days, have suffered or are now suffering from any symptoms associated with COVID 19; (5) are ill at the time of the festival for any reason; or (6) suffer from any illnesses that place them at higher risk to become ill with COVID 19 and/or to suffer more elevated consequences from same: e.g., age of 65 or older; asthma; kidney disease, lung disease, diabetes, hemoglobin disorders, obesity, heart conditions; immunocompromised, cancer, liver disease; obesity, etc.; provided, however, that such individuals may participate in the festival, if they take additional precautions, including, without limitation: double masking; face shields; gloves; shields for their vendor stations; and any and all other precautions that UASC Tryzub may require or prescribe at any time or from time-to-time. Vendors and their personnel shall further certify that they, as individuals and in working as vendors, have, at all times during the last sixty (60) days, fully complied with any and all COVID 19 laws, rules, standards, guidelines and regulations.

10. To require that Vendors and their Personnel follow any and all rules and guidelines that Tryzub may develop (as originally stated or as amended or supplemented at any time and from time-to-time) as they pertain to the festival, in general, and to activity of Vendors and their Personnel, in particular.

11. To spread the vendors apart at distances within UASC's discretion and to place them in a location fully away from the traditional location of the Tryzub vendors' grove.

12. To limit the number of Vendors and their Personnel, customers, shoppers and other persons that can be at or near a vendor's position at any given time.

13. To shut down any vendor that, within its full, unbridled and unfettered discretion, is not following safe practices and precautions and/or is not in compliance with the within standards.

14. To require that vendors show in writing how they will comply with any all UASC Tryzub and governmental guidelines, laws, rules and regulations for their activities.

15. To question or to quiz Vendors and their Personnel for symptoms of or infection by COVID 19 and to refuse them admittance, if there are any positive results whatsoever.

16. UASC Tryzub’s Additional Rights and Remedies. Should UASC Tryzub, for one of the reasons set forth above or otherwise in its full, unbridled and unfettered discretion “at-will”, terminate its relationship with a vendor, that relationship, and any and all agreements, contracts or understandings, by and between the parties, upon notice of the termination, shall be null and void and there shall be no liability between the parties, one to the other, beyond UASC Tryzub’s obligation to refund any fee that the vendor might have paid.

17. RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. In consideration of being allowed to attend, to participate in and or otherwise to engage in activities at UASC Tryzub’s Annual Ukrainian Independence Day Festival, as a vendor, as the personnel-worker of a vendor and/or in any way other manner or way, I the undersigned, acknowledge, appreciate, and agree that:

I am aware that there are risks to me of exposure to (directly or indirectly arising out of, contributed to, by, or resulting from) an outbreak of any and all communicable disease, including but not limited to, the virus “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)”, which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS UKRAINIAN AMERICAN SPORT CENTER – TRYZUB AND THE PHILADELPHIA UKRAINIAN NATIONALS, their** directors, officers, officials, agents, consultants, volunteers, event organizers, workers, staff and/or employees (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **ILLNESS, INJURY, DISABILITY OR DEATH** I may suffer, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Vendor’s/Personnel’s PRINTED NAME : _____ Age : _____

X _____ Date : _____
Vendor’s/Personnel’s Signature

Vendor’s/Personnel’s PRINTED NAME : _____ Age : _____

X _____ Date : _____

Vendor’s/Personnel’s PRINTED NAME : _____ Age : _____

X _____ Date : _____

Vendor’s/Personnel’s PRINTED NAME : _____ Age : _____

X _____ Date : _____