



Vendor Agreement for Beach Parties/Events

This Vendor Agreement ("Agreement") is entered into between the Property Owners of Eaton's Neck Beach Association ("POENB"), a New York not-for-profit corporation, and the undersigned Vendor ("Vendor") for the provision of services ("Services") at a Member-hosted *Beach Party/Event* at Price's Bend (the "Event") on [Event Date: _____], hosted by [Insert Member/Host Name and Address] (the "Member/Host").

Purpose

This Agreement ensures that Vendors perform Services in a safe, professional manner. POENB disclaims all liability for Vendor's actions, equipment, or personnel. This applies to all event vendors including but not limited to DJs, caterers, tent companies, portable toilet providers, and inflatable setup services

Scope of Services Vendor agrees to provide the following Services at the Event:

Insert Specific Services, e.g., DJ entertainment, catering, tent setup, portable toilet installation, inflatable setup: _____.

Services must comply with all POENB Beach Party /Event Rules, Beach Rules (e.g., Rules Governing Property Usage, among others), and Town of Huntington codes. Vendor shall arrive, perform, and depart within the approved Event hours and designated party area.

Insurance Requirements

To mitigate risks and facilitate risk transfer, Vendor must provide proof of the following insurance coverage, effective for the Event duration (including setup and breakdown), prior to commencing Services. All policies must name PROPERTY OWNERS OF EATON'S NECK BEACH INC. also known as POENB, its Board, officers, members, and agents as additional insureds where applicable. Proof (certificates of insurance) must be submitted to the Host and POENB at beachreservation@eatonsneck.org at **least two weeks before the Event**.

- General Liability Insurance: Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, and personal injury arising from the Services. This must include coverage for operations, products/completed operations, and contractual liability.
- Commercial Auto Insurance (If Applicable): If Vendor uses any vehicles for delivery, transport, or operations on or to the premises, provide proof of commercial auto liability insurance with minimum limits of \$1,000,000 per occurrence, including coverage for hired and non-owned autos. This covers liability from vehicle use related to the Services.

Failure to provide required insurance voids this Agreement, and Vendor may not perform Services. POENB reserves the right to verify coverage directly with insurers.

Indemnification and Hold Harmless

Vendor agrees to indemnify, defend, and hold harmless PROPERTY OWNERS OF EATON’S NECK BEACH INC. also known as POENB , its Board, officers, members, agents, and the Host (collectively, "Indemnitees") from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees, court costs, and settlement amounts) arising out of or related to the Services. These indemnifications include but are not limited to:

- Vendor's negligence, willful misconduct, or breach of this Agreement.
- Injury to or death of any person (including Vendor's employees, agents, or subcontractors).
- Damage to or loss of property (including POENB property or third-party property).
- Vendor's equipment, materials, vehicles, or personnel.

This indemnification obligation shall survive the completion of the Services and is intended to be enforceable to the fullest extent permitted by New York law.

Disclaimer of Responsibility for Vendor's Equipment

POENB shall not be responsible or liable for any loss, damage, theft, or destruction of Vendor's equipment, materials, tools, vehicles, or other property brought onto POENB premises for the Services, regardless of cause (including negligence by POENB, theft, weather, or acts of third parties). Vendor assumes all risks associated with such property and agrees to maintain adequate insurance for its protection. POENB disclaims any bailment or custody obligations.

Additional Terms and Conditions: Compliance and Supervision:

- Vendor shall supervise its personnel and ensure all Services comply with federal, state, and local laws, including safety standards. Vendor is an independent contractor; no employment or agency relationship exists with POENB.
- Subcontractors: If subcontractors are used, Vendor remains fully responsible for their compliance with this Agreement, including insurance and indemnification.
- Cleanup and Departure: Vendor shall remove all its equipment, materials, and debris immediately after Services, leaving the area clean and undamaged. Failure to do so may result in POENB charging cleanup costs to Vendor or Member / Host.
- Termination- POENB may terminate this Agreement immediately if Vendor breaches any term, with no liability to Vendor.
- Governing Law: This Agreement shall be governed by New York law. Any disputes shall be resolved in Suffolk County courts.

Entire Agreement:

This document constitutes the entire agreement; no oral modifications. Vendor acknowledges reading, understanding, and agreeing to all terms, including assuming risks inherent to beach environments (e.g., sand, water proximity) pursuant to New York's primary assumption of risk doctrine.

Vendor Name/Business: _____

Date: _____

Authorized Signature: _____

Title: _____