

Apple Dumpling Festival/BBQ Festival Vendor Application/Contract

*Sign both copies and return one to our office along with insurance certificate *

INFORMATION:

LOCATION: Willow Glen Park in Sinking Spring

DATES: May 28th, 2019 to June 1st, 2019

Tuesday May 28th to Thursday May 30th 6:00 to 10:30

Friday May 31st 5:30pm to 11:00pm

Saturday June 1st 2:00pm to 11:00pm

*PLEASE NOTE RIDES OPEN AT 6:00 pm Monday to Friday
Saturday at 3:00 pm

MAILING ADDRESS: 94 Park Avenue
Sinking Spring, PA 19608

TELEPHONE: 610-777-6388

FAX TELEPHONE: 610-777-2133

VENDOR: _____

Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone Number: Work: _____ **Cell:**

Fax Number: _____ **Email:** _____

Trailer Name/Type	Size/Dimension	Electric Needs	Water Needs
-------------------	----------------	----------------	-------------

1. _____

2. _____

3. _____

Vendor Location: (OFFICE USE) _____

Dear Vendors,

Thank you for your interest in being a part of the Apple Dumpling Festival. We are very excited about this opportunity and are working to make this event one of the premier festivals in the area.

Please fill out both copies of this application / contract and send back one copy by May 15th, 2019. We are asking for complete menu options, sizes, and pricing to ensure consistency and assist in placement along the midway. The following is a list of procedures.

PROCEDURES:

Apple Dumpling Festival hereinafter referred to as Apple Dumpling Festival and the above-named Vendor, hereinafter referred to as Vendor agree to the following:

All Vendors are considered representatives of Apple Dumpling Festival and are expected to conduct themselves in a professional manner, and to be respectful of the rights of other vendors, volunteers, and patrons. All stands and equipment will be clean, well maintained and in working order. All personnel will be dressed appropriately. Uniforms, logoed shirts, and or aprons preferred.

Vendor agrees to provide services for the attendees at the above-mentioned festival. Vendor agrees that it or its representatives shall provide sufficient supplies, labor, and facilities, to deliver the services detailed in its application for the attendees at the event and shall maintain these required supplies, labor, and facilities, as necessary. Although we have no guarantee of attendance, past years attendance was estimated at 10,000 to 12,000.

The Vendor agrees to sell only those items listed on the approved application.

COMMISSION PAYMENT:

Please submit 25% of the days gross sales along with a paper indicating the amount, date, vendor name, and stand at the end of each day to the festival office located in Building A. Please have your company name and date on the outside of the envelope. Beginning 2017 we are requiring a minimum of \$100 in payments for the week regardless of sales to cover our expenses. This is not “in addition” to your commission payment.

RETAIL PRICES, TAXES:

All applicants must fill out and submit a menu pricing form.

Prices shall be fair and reasonable. All prices include applicable PA Sales Tax. The payment of the Pennsylvania Sales Tax for such items being sold by the Vendor shall be sole responsibility of the Vendor. Vendor specifically agrees that it or Vendor's representative, shall not change prices or sell items other than those specified in this agreement unless agreed upon, in writing, by both parties.

Requests for such changes must be submitted, in writing, to the Apple Dumpling Festival office not less than 30 days prior to the starting day.

INSURANCE:

Vendor agrees to provide Apple Dumpling Festival with a certificate of insurance with Konopelski Festivals LLC DBA Apple Dumpling Festival as an additionally insured. Please provide certificate along with your signed contract.

Vendor hereby agrees to indemnify and hold harmless Apple Dumpling Festival, its officers, agents, servants, and employees, of and from all actions, causes of actions, damages, suits, or claims of any kind resulting from the provisions of service by the vendor under this agreement, including, but not limited to, any acts of Vendor, its agents, servants, or employees in the performance of this agreement, personal injury or damage to personal property or real estate resulting from the acts, errors of employees, whether negligent or non-negligent or damage to Vendor's property.

VENDOR'S RESPONSIBILITIES:

Vendor shall obtain any permits necessary to serve items at the location agreed upon. This shall include all necessary permits from Spring Township. Vendor shall provide all approved extension cords, in good safe working condition for tie in to electrical source. Vendor agrees that if he/she causes over loading, damages, or tripping of breakers, he/she will have fifty (50.00) dollars per occurrence. Power source shall be within 200 feet.

Vendor shall remove all supply trucks and other vehicles from the festival midway by 5:00pm on each day of the festival and such vehicles shall remain off the midway until after closing time each day of the above-mentioned festival. These restrictions shall also apply to outside suppliers making deliveries to your location. All vendors and their employees will drive 15 mph on festival property.

Vendor shall be solely responsible for picking up all litter and debris in the immediate area surrounding the vendor's "booth area" during and after the event. Straws without wrappers are preferred. No Large trash boxes from vendors may be visible during the event. Vendor may place trash by trash cans at the **END** of each night only. Do not place your trash in or around the trash cans before or during the event.

Vendor acknowledges that no representations have been made to Vendor with respect to the size of attendance at the above-mentioned festival nor have any representations been made with respect to anticipated sales. Furthermore, Apple Dumpling Festival is an outdoor events and Apple Dumpling Festival, specifically offers NO responsibility for lost revenue because of weather conditions or flooding conditions.

Vendor hours are as follows (subject to minor adjustment)

Vendors may set up Tuesday May 28th after 3:00pm.

Set up Tuesday May 28th to Thursday May 30th by 5:00 pm. Open to the public at 5:30 pm and close around 10:30 pm.

Friday May 31st by 5:00 pm. Open to the public at 5:30 pm and close around 11:00 pm.

Set up Saturday June 1st by 1:30 pm. Open to the public at 2:00 pm and close around 11:00 pm.

*Rides will open Monday to Friday at 6:00pm and Saturday at 3:00pm

*All equipment and stands must be removed by 5:00 am Sunday Morning.

APPLE DUMPLING FESTIVAL RESPONSIBILITIES:

Apple Dumpling Festival shall provide Vendor with reasonable space, electric, and water to conduct Vendor service.

Apple Dumpling Festival represents that it has legal authority from agencies controlling the festival site to permit Vendor to occupy said space, and Vendor acknowledges that he/she has been advised of the location and the dimensions of his/her approved space

Apple Dumpling Festival shall arrange with local power utility to provide electric power sources within 200 feet to Vendor's site.

Apple Dumpling Festival shall conduct all advertising and marketing for the event.

Violation of any provision herein shall entitle Apple Dumpling Festival, at its sole discretion, to automatically terminate this agreement.

Signature:

Vendor

Apple Dumpling Festival
