

OCTOBERFEST FOOD VENDOR RULES & REGULATIONS

The following Rules and Regulations will govern Octoberfest and are made a part of this contract for exhibit space between Sprankle's Markets and the Saxonburg Volunteer Fire Company ("Show Management"), and the person, partnership, or corporation ("Vendor") engaging space:

Octoberfest Key Dates & Times for Exhibitors.

Set-up: Thursday, September 8 - 10am-6pm
Friday, September 9 - 9am-Noon
Festival: Friday, September 9 - 4pm-9pm
Saturday, September 10 - 10am-9pm
Sunday, September 11 - 10am-6pm
Tear-down: Sunday, September 11 - 6pm-9pm

Vendors must be present & participate in all three days of Octoberfest, opening until closing.

1. **Vendor Space Fee Inclusions.** The Vendor space fee includes one 10' x 10' Vendor space, one 15amp 110VAC circuit, and the rights to advertise/display products and/or services during the show hours. Vendors must provide their own tent, tables, chairs, and equipment. This contract also includes two (2) vendor passes/admissions to Octoberfest for the entirety of the weekend. Additional personnel passes may be purchased directly from Show Management.
2. **Character of Exhibit.** Vendors are responsible for their workers. Vendors will conduct themselves civilly and graciously at all times. Show Management reserves the right to remove any worker who does not meet acceptable standards of Octoberfest. In the event of a dispute, the decision will be made by Show Management.
3. **Food Handling.** Vendors are to know and meet the local and state food handling laws, requirements and to pay necessary permit fees. Copies of permits and insurance are required on the days of set-up for inspection (Thursday and Friday).
4. **Menu.** Menus must be displayed with prices clearly marked. Vendors are to sell only those items listed on their application and approved by Show Management.
5. **Subletting of Space.** A Vendor may not share or sublet any portion of their booth space.
6. **Payment for Exhibit Space.** If payments are not made on a timely basis, Show Management shall have the right to do one of the following: (a) Terminate the Contract; (b) Reduce the size of the Vendor space; or (c) collect the contracted amount. Payment is due no later than June 1, 2022. Vendors who submit payment on or before December 31, 2021 will receive 10% off their exhibitor fee.
7. **Assignment of Exhibit Space.** Assignment of Vendor space is the sole discretion of Show Management. Show Management will endeavor to assign space in the order requested or assign equivalent available space. Floor plan and space assignments are subject to change by Show Management without notice to the Vendor. Show Management will select and limit the number of vendors selling food and/or beverage items in the best interest of Octoberfest.
8. **Sound Control.** Loud speakers, radios, television sets, or the operation of any machinery or equipment that, in the opinion of Show Management, is of sufficient volume as to be annoying to neighboring vendors, will not be permitted.
9. **Signs.** Except with the permission of Show Management, all signs shall remain within the Vendor's space, and must be designed and constructed so as not to detract from the adjacent exhibits. All signs and notices shall be professionally lettered and any sign or notice that does not conform to the above policies shall be removed immediately.
10. **Motorized Vehicles.** Absolutely no motorized or self-propelled vehicles will be permitted in the aisles after two hours before Octoberfest is open to the public. Appropriate exceptions will be made for those requiring ADA assistance. All Vendors will be issued a Vendor Parking Pass for their personal vehicle which must be displayed on the dashboard of the vehicle. Designated parking areas will be posted.
11. **Use of Vendor's Name.** The Vendor authorizes Show Management, it's agents, and employees to use the Vendor's name to promote the show and to solicit other vendors for this and future events.
12. **Service.** All services, equipment, electricity, furniture, or furnishings provided to the Vendor shall be paid for by the Vendor and shall normally be obtained through the personnel designated by Show Management. Electrical hookups shall be provided by personnel designated or approved by Show Management. Electrical cords may not be run along the ground in the customer traffic walkways. Additional electrical services may be purchased. Vendors must supply their own extension cords (at least one 50ft. 12 gauge or heavier outdoor extension cord is recommended), quad boxes or splitters.
13. **Insurances and Liability.** All Vendors must provide Show Management with a Certificate of Insurance along with their application. Neither the Show Management, its affiliated officers, directors, agents, representative and employees will be responsible for any injury, loss or damage that may occur to the Vendor or the Vendor's employees or property from any cause whatsoever, prior, during, or subsequent to the period covered by the exhibit contract, and the Vendor upon signing the contract expressly releases the above-named entities and individuals from any and all claims for any and all loss, damage or injury whatsoever. Liability insurance is recommended to be procured by the Vendor for the benefit of itself and the Show Management prior to the show. Vendor equipment is brought onto the show grounds, maintained, and removed from the show grounds at the Vendor's risk. The Vendor's Public Liability and Employee Compensation Policies shall embrace coverage of both the general public and employees attending the exhibit.
14. **Security Limitations of Liability.** Show Management will engage security service prior to and during the show hours. Show Management assumes no liability for loss or damage from any cause whatsoever. Vendor understands and agrees that security personnel are independent contractors and that any such security is provided by Show Management solely as a courtesy.
15. **Dispute Resolution.** Any and all matters, questions, and/or topics not specifically discussed or addressed herein shall be subject to the decision of Show Management, who's decision is final.
16. **Amendments.** The Show Management shall have the full power to interpret these rules. Whatever these rules do not cover, the Show Management reserves the right to make such rulings that may appear to be in the best interest of the show, and the Vendor agrees to accept and abide by such rulings.
17. **Breach of Contract.** If Vendor cancels, for any reason whatsoever, after signing a contract, they shall be held liable for the full amount of the booth cost. Vendor shall also forfeit all fees that have been paid to reserve space and be liable for the full cost of the space. NO REFUNDS WILL BE ISSUED. Show Management reserves the right to use the space as it deems necessary to eliminate blank spaces in the show.
18. **Termination.** Show Management reserves the right to terminate Vendor's rights under their contract in the event of violation of this contract by the Vendor and retains all amounts paid in additions to any other remedies.
19. **Cancellation.** In the event the show is not held or cancelled for any reason beyond the control of Show Management, Show Management will return to the Vendor all monies paid for space rental within a 30-day period. Show Management shall not be responsible for any additional rental or fees paid by the Vendor to the other vendors or contractors in the event of any show cancellation.



2022

FOOD VENDOR APPLICATION & CONTRACT

OCTOBERFEST 2022

FRIDAY, SEPTEMBER 9 | 4pm-9pm

SATURDAY, SEPTEMBER 10 | 10am-9pm

SUNDAY, SEPTEMBER 11 | 10am-6pm

Name of Business: _____ FEIN: _____

Contact Person(s): _____

Address, City, State, Zip: _____

Home/Business Phone: _____ Cell Phone: _____

Email Address: _____

PA State Sales Tax License #: _____

- Single Booth (10' x 10'): \$650 (includes one 15amp 110V circuit)
- Double Booth (20' x 10'): \$1,000 (includes one 15amp 110V circuit)
- 220VAC 30amp circuit: \$50
- 220VAC 40amp circuit: \$75

Electric usage: Please include the number of electrical items used in your booth so we can better accommodate your needs:

____ Refrigerator ____ Microwave ____ Roaster ____ Fryer

____ Grill ____ Warmer ____ 220 volt: indicate R or P plug: ____

____ Other, explain: _____

Proposed Food and/or Beverage Sales Information:

Please provide a complete list and description of proposed food and/or beverages, with prices.

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

Make checks payable to: Sprinkle Event, LLC
270 W Water St.
Saxonburg, PA 16056

Release:

I acknowledge that I have read and understand the conditions for entry and will comply with the above noted guidelines. If I have violated any of the Oktoberfest guidelines, I understand Show Management reserves the right to close the sales organization and dismiss the vendor from Oktoberfest without refund.

Applicant Signature _____ Date _____

Application Deadline: June 1, 2022
10% Off Early Bird Discount Deadline: December 31, 2021