

OCTOBERFEST EXHIBITOR RULES & REGULATIONS

The following Rules and Regulations will govern Oktoberfest 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 ("Exhibitor") engaging space:

1. **Oktoberfest 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
2. **Exhibit Space Fee Inclusions.** The exhibit space fee includes one 10' x 10' exhibit space, one 10amp 110VAC circuit, and the rights to advertise/display products and/or services during the show hours. Exhibitors must provide their own tent, tables, and chairs. This contract also includes two (2) vendor passes/admissions to Oktoberfest for the entirety of the weekend. Additional personnel passes may be purchased directly from Show Management.
3. **Character of Exhibit.** The Exhibitor agrees to display only new products or services sold in the regular course of business and as described in this contract. Each exhibit must comply with all applicable laws, codes, and ordinances. Exhibits shall be dignified in character and, in the judgment of the Show Management, not offensive to the general public. The Show Management reserves the right in its sole discretion to reject and/or remove any exhibit or portion of exhibit not in keeping with this rule or purpose of the show.
4. **Subletting of Space.** An Exhibitor may not share or sublet any portion of their booth space.
5. **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 exhibit space; or (c) collect the contracted amount. Payment is due no later than June 1, 2022. Exhibitors who submit payment on or before December 31, 2021 will receive 10% off their exhibitor fee.
6. **Installation of Exhibits.** The installation of exhibits shall be completed according to the schedule established by Show Management and must be ready by noon on the first day of Oktoberfest. Moving of exhibits after the opening of the show is not permitted. Exhibits shall be maintained intact and attended during all regular show hours. Exhibits shall be installed, maintained, and removed in the safest manner possible.
7. **Removal of Exhibits.** Exhibits must be removed within 12 hours after the show, or as otherwise directed. Exhibits will not be permitted to leave the facility at any time after installation until the closing of the show, unless special permission in writing is obtained from Show Management. No goods exhibited shall be removed from the facility until all bills accruing against the same have been fully paid or credit approved by the Show Management. In case of attachments or other legal proceedings, the Show Management shall have the right to take charge of exhibits. If not timely removed, the Exhibitor shall pay all charges and expenses that are incurred, no less than \$250 per day to Show Management for each day or part thereof the Exhibitor's equipment is not removed by the Exhibitor. The Show Management shall have the right to remove the exhibit if Show Management, in its sole discretion, deems the removal necessary. In such case, no liability for any damage will inure to Show Management; the sole negligence in such case being that of the Exhibitor.
8. **Assignment of Exhibit Space.** Assignment of Exhibit 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 Exhibitor.
9. **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 exhibitors, will not be permitted.
10. **Signs.** Except with the permission of Show Management, all signs shall remain within the Exhibitor'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.
11. **Motorized Vehicles.** Absolutely no motorized or self-propelled vehicles will be permitted in the aisles after two hours before Oktoberfest is open to the public. Appropriate exceptions will be made for those requiring ADA assistance.
12. **Use of Exhibitor's Name.** The Exhibitor authorizes Show Management, its agents, and employees to use the Exhibitor's name to promote the show and to solicit other exhibitors for this and future events.
13. **Service.** All services, equipment, electricity, furniture, or furnishings provided to the Exhibitor shall be paid for by the Exhibitor 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. Exhibitors must supply their own extension cords (at least one 50ft. 12 gauge outdoor extension cord is recommended).
14. **Insurances and Liability.** All Exhibitors 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 Exhibitor or the Exhibitor's employees or property from any cause whatsoever, prior, during, or subsequent to the period covered by the exhibit contract, and the Exhibitor 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 Exhibitor for the benefit of itself and the Show Management prior to the show. Exhibits and exhibit equipment are brought onto the show grounds, maintained, and removed from the show grounds at the Exhibitor's risk. The Exhibitor's Public Liability and Employee Compensation Policies shall embrace coverage of both the general public and employees attending the exhibit.
15. **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. Exhibitor understands and agrees that security personnel are independent contractors and that any such security is provided by Show Management solely as a courtesy.
16. **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.
17. **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 Exhibitor agrees to accept and abide by such rulings.
18. **Breach of Contract.** If Exhibitor cancels, for any reason whatsoever, after signing a contract, they shall be held liable for the full amount of the booth cost. Exhibitor 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.
19. **Termination.** Show Management reserves the right to terminate Exhibitor's rights under their contract in the event of violation of this contract by the Exhibitor and retains all amounts paid in additions to any other remedies.
20. **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 Exhibitor 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 Exhibitor to the other vendors or contractors in the event of any show cancellation.



2022

CRAFT/ARTIST VENDOR APPLICATION & CONTRACT

OCTOBERFEST 2022

FRIDAY, SEPTEMBER 9
4pm-9pm

SATURDAY, SEPTEMBER 10
10am-9pm

SUNDAY, SEPTEMBER 11
10am-6pm

Type or print clearly. This information will be used in our printed and online directory.

Name(s): _____

Business Name: _____

Address, City, State, Zip: _____

Home/Business Phone: _____ Cell Phone: _____

Email Address: _____

PA State Sales Tax License #: _____

- Single Booth (\$300)
- Double Booth (\$450)
- Triple Booth (\$675)
- Additional electric — 220 or more than 10amp 110VAC (\$50) [one 10amp 110V circuit is included in booth fee]

I am a: New Applicant/Vendor
 Returning Vendor

Location preference: Passthrough (no guest admission)
 Octoberfest Grounds (\$7 guest admission)

Price Range of products: _____

Describe your work/products, including techniques, media, materials, and/or processes used, and your target market. This description will be used for the online & printed directory.

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

General Release & Acceptance of Vendor Information

I, the applicant, have read the Vendor Information and agree to abide by said conditions. In consideration of Show Management's acceptance of my application, I agree to accept all decisions of Octoberfest as final and will abide by the policies of Show Management. If this application/contract is accepted, I give permission to use my name, business name, item prices and any photographs, video, or images taken of me or my items for any and all purposes.

Applicant Signature _____ **Date** _____

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