

OCTOBERFEST FOOD VENDOR RULES & REGULATIONS

All Rules & Regulations listed herein apply to Sprankle's Oktoberfest. 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 ("Vendor") engaging space:

1. **Oktoberfest Key Dates & Times for Vendors.**
 Set-up: Thursday, September 7 - 10am-6pm
 Friday, September 8 - 9am-Noon
 Festival: Friday, September 8 - 4pm-9pm
 Saturday, September 9 - 10am-10pm
 Sunday, September 10 - 10am-6pm
 Tear-down: Sunday, September 10 - 6pm-9pm
Vendors must be present & participate in all three days of Oktoberfest, opening until closing.
2. **Vendor Space Fee Inclusions.** The Vendor space fee includes one 12' x 10' Vendor space, one 15amp 110VAC circuit, the rights to advertise/display products and/or services during the show hours, and one Vendor Parking Pass. Designated parking areas will be posted. Vendors must provide their own tent, tables, chairs, and equipment.
3. **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 Oktoberfest. In the event of a dispute, the decision will be made by Show Management.
4. **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).
5. **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. Menus and pricing must be submitted to Show Management no later than August 1, 2023.
6. **Commissary.** Vendor agrees to purchase all beverages (soda, water, flavored water, energy drinks, etc.) and ice from a centralized commissary provided by Show Management, unless otherwise approved by Show Management. Failure to comply will result in vendor being excluded from consideration for future events and forfeiting all fees that have been paid to reserve space. Commissary pricing will be available to vendors by July 1, 2023 to allow adequate time to prepare menus. Vendors will be invoiced after Oktoberfest for their purchases from the commissary.
7. **Subletting of Space.** A Vendor may not share or sublet any portion of their booth space.
8. **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 August 1, 2023. Vendors who submit payment on or before April 1, 2023 will receive 10% off their exhibitor fee.
9. **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 Oktoberfest.
10. **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.
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, unless explicitly approved by Show Management. 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.
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.** General Liability coverage and property insurance is strongly encouraged and must be obtained at Vendor's own expense. 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. General 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.
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.





2023

FOOD VENDOR APPLICATION & CONTRACT

OCTOBERFEST 2023

FRIDAY, SEPTEMBER 8
4pm-9pm

SATURDAY, SEPTEMBER 9
10am-10pm

SUNDAY, SEPTEMBER 10
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 (12' x 10'): \$650 (includes one 15amp 110V circuit)
- Double Booth (24' 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 Octoberfest guidelines, I understand Show Management reserves the right to close the sales organization and dismiss the vendor from Octoberfest without refund.

Applicant Signature _____ Date _____

Application Deadline: August 1, 2023
10% Off Early Bird Discount Deadline: April 1, 2023