



# Washington Arts & Heritage Festival

c/o City of Washington Chamber of Commerce, 60 South Main Street, Washington, PA 15301

## 2009 VENDOR RULES & REGULATIONS

*PLEASE READ ALL INFORMATION CAREFULLY, AND KEEP FOR YOUR INFORMATION*

### **FESTIVAL COMMITTEE**

The Washington Arts & Heritage Festival is an outdoor invitational event produced by the City of Washington Chamber of Commerce. Mailing Address: Washington Arts & Heritage Festival, c/o City of Washington Chamber of Commerce, 92 North Main Street, Washington, PA 15301. Phone: 704-705-0706.

### **FESTIVAL DATES & TIMES**

August 21 and 22, 2009 (Friday and Saturday) 11:00 a.m. to 11:00 p.m. and August 23, 2009 (Sunday) 11:00 a.m. to 6:00 p.m. Vendors are required to exhibit all three days, and operate during all festival hours. Please be ready for business during festival hours.

### **MARKETING**

The Washington Arts & Heritage Festival will be marked in the tri-state area of Pennsylvania by the following methods: multimedia promotions through television, newspaper, radio and the Internet. Thousands of fliers and event guides will be distributed in communities, businesses and events in the area. Festival dates will be submitted to official tourist agencies and event guides in the tri-state area so that the festival will be included in their publications and on calendars of events. Update will be available at: [ah.washcapacitychamber.com](http://ah.washcapacitychamber.com)

### **STANDARD SPACE – SIZE AND FEES**

<b>All Vendors</b>	10' x 10'	\$50.00
<b>Non-Food Electric</b>	110 – 20 amp	\$10.00
<b>Food Electric</b>	110 – 20 amp	\$30.00
<b>Food Electric</b>	220 – 40 amp	\$35.00
<b>Tent Rental</b>	10' x 10'	\$75.00

*The Festival Committee reserves the right to adjust fees based on product line and footage requirements.*

### **TENT BOOTH RENTAL**

10' x 10' tent booths are available for rental at \$75.00 each, which includes lights, set-up and tear-down. Tables, chairs and sidewalls are not included. Frying under rented tent booths is not permitted. The renter of the festival tent booths holds harmless the festival committee of any damage due to blowing rain, wind or leaking of tent tops.

### **BOOTH AND TRAILER APPEARANCE**

All vendors must be in an approved tent, booth or trailer. Vendors must insure quality and appearance of trailers such as lighting, washed trailers and ballies. All trailers must have a hitch bally 4' high and not extending further than the hitch. Tents must be well constructed, appearance is important. No in-pavement anchoring and no blue or gray plastic material, etc. should be visible. All food vendors in a tent booth must use a floor mat consisting of 90-lb. tarpaper for spillage etc. (i.e.: grease).

### **SET-UP, BOOTH ASSIGNMENTS AND TEAR-DOWN**

Set-up begins Thursday, August 21, 2008 beginning at 6:00 p.m. and Friday by prior approval. Booth assignment will be given prior to the festival with your check-in time and location.

Tear-down begins Sunday, August 24, 2008 at 7:00 p.m. **You must tear-down before vehicles are brought in to load or pull (after the public has left the festival concourse).** All booths and equipment must be removed from the festival concourse by 10:30 p.m. on Sunday. Vendors are solely responsible for loading and unloading of their equipment. You will be given 15 minutes only to load in close proximity to your designated space. Daily set-up prior to opening and closing of the festival each day and vehicles may not be left in the festival concourse.

### **MERCHANDISE**

Vendors can display or sell only items listed on the attached application at the stated price. Stored inventory must be covered and kept from public view (bally area). Merchandise trailer and truck parking is prohibited at the festival site, **Use the North Parking Lot (See Parking).**

### **CROSSED SELLING**

Food and beverage vendors have the exclusive right to sell these items and distribute samples. Food and beverage may not be sold or distributed by other vendors or vice versa. **(NO PRICE INCREASES DURING THE FESTIVAL).** Booth signage for vendor name, merchandise, pricing and credit card acceptance must be quality painted or printed signs and be professional looking. The Festival Committee has the right to request the removal or replacement of non-professional signage.

### **PHOTOS**

Each application must include two (2) photos of your items including a photo of your booth. (Photos will not be returned)

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## **JURYING/ACCEPTANCE**

**Payment must be in check only, and if accepted, your check will automatically be deposited. If your agreement is not accepted, your check and application will be returned to you.** Vendors will be notified of acceptance or non-acceptance into the festival by August 1, 2008 by postcard. If your application is accepted, your application now becomes a contract, and you will be notified by mail. A strong criterion for being accepted is if demonstrations are done. Demonstration times must be posted.

## **LICENSES**

A Pa. Sales Tax or temporary sales tax license is required for the length of the event. Applications for the licensing are available from: The Pennsylvania Department of Revenue, Bureau of Collections and Taxpayers Services, 2<sup>nd</sup> floor, 15 West Third Street, Greensburg, PA 15601. Phone: 724-832-5283. Vendors must provide a copy of the license with the application. Pa. Dept. of Agriculture temporary health and food employees' certification (Food Safety Handling) licenses are required for all food handlers. Any questions may be referred to the Department of Agriculture at 717-878-4315. Licenses must be available at your booth upon request and displayed at all times.

## **INSURANCE**

Food vendors must carry product liability insurance. Food vendors must provide a copy of insurance coverage with application. Vendors may need to carry comprehensive general liability insurance and workman's compensation, please check with the Festival Committee. The vendor must include The City of Washington and the City of Washington Chamber of Commerce as additional insured on your policies.

## **DRESS CODE AND INTERFERENCE**

Vendors must be dressed (no sayings on shirts) and act appropriately while serving the general public. Vendor displays cannot interfere with adjacent booths or extend into or beyond your assigned booth space. No loud radios, televisions, or public address systems permitted in our booth. No alcohol, smoking or pets in our booth.

## **PARKING**

Free parking is provided for all vendors in the North Parking Garage and back surface lot accessible from Chestnut Street. Cars, merchandising trailers and trucks are accepted for parking only. We assume no liability for theft or damage in any case.

## **INCLEMENT WEATHER**

The festival will be held rain or shine. All booths will be on the street and there is no concern for a messy area in front of your booth. Vendors must be open during festival hours. Side and backdrops on tent booths must be removed during windy conditions.

## **STAFFING**

Vendor's booths are to be open and staffed during all advertised festival hours.

## **SECURITY**

Inventory and equipment may be left set-up in booths each day at the discretion of the individual vendor. Security will patrol the festival concourse; however, neither the Festival Committee, sponsors, the City of Washington, nor the City of Washington Chamber of Commerce can assume responsibility for damage or theft.

## **GARBAGE**

Bulk rubbish and large trash must be taken to dumpsters located in the rear of the North Parking Garage Surface Lot during and after each festival day and during set-up and tear-down. Decorating materials and 90-lb. tarpaper floor mat must be removed the last day of the festival. Please keep your booth area clean and uncluttered 5 feet around your space at all times. Food vendors must use grease hot and cold barrels and floor mats. As you know, the festival is by invitation only, failure to comply with rules can discourage the committee on your acceptance.

## **ELECTRICAL**

A limited amount of electric is available for all vendors. Only a combination of 60 AMPS are permitted for each vendor regardless of size of booth. Please see the application for number of outlets needed. All vendors are responsible for providing their own lights and 100 foot, No. 12 extension cord per circuit (20 AMPS). Food vendors are responsible for 100 foot lead wire hook-up with 50 AMP, 4 wire power outlet plug as an end for trailers and 100 foot, No. 12 extension wire for booths with a maximum of 40 AMPS usage.

## **REFUNDS**

Submission of an application and all fees is a commitment to exhibit at the festival. For security reasons, all checks will be cashed by the Festival Committee. After jurying, if you are not accepted as a vendor, (allow approximately one week after deadline) all fees will be returned. No refunds will be made once your application is accepted. You must exhibit all three days, and refunds will not be made if you do not comply with the festivals rules and regulations and you are asked to leave the festival.

## **NON-COMPLIANCE**

Non-compliance with these rules and regulations may result in termination of your contract and could result in not being permitted to set-up at future festivals. The vendor agrees not to hold the Washington Arts and Heritage Festival Committee and its agents responsible for any suits, claims, damages, loss or damage of property sustained during the period of the festival. Exhibitors may not sublet any portion of their space to another exhibitor. This contract shall be deemed to have been made in the State of Pennsylvania and shall be interpreted in accordance with the laws of such state. In the event that legal action is required to enforce this contract or any items thereof, such action shall be brought in the Courts of Washington County, Pennsylvania and the exhibitor expressly consents the jurisdiction of such courts. The parties agree to accept service of process in such action by ordinary mail sent to their business addresses set forth in this contract. The parties agree to accept specifications and requirements and application and contract represent the entire agreement between the Washington Arts and Heritage Committee and the exhibitor. The Festival Committee will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to reasons of the enclosure in which the festival is to be produced, being before or during the show is destroyed by fire, or other calamity, or by an act of God, public enemy, strikes, statutes, ordinances, or legal authority or any other act beyond the control of the Festival Committee which makes it impossible or impractical to hold the festival.



# Washington Arts & Heritage Festival

c/o City of Washington Chamber of Commerce, 60 South Main Street, Washington, PA 15301

## VENDOR/EXHIBITOR APPLICATION & CONTRACT

*PLEASE READ ALL INFORMATION CAREFULLY, AND KEEP A COPY FOR YOUR RECORDS*

APPLICATION DEADLINE: **July 15, 2009**

DATES AND TIMES: **August 21 and 22, 2009** (Friday and Saturday) **11:00 a.m. to 11:00 p.m.**  
**August 23, 2009** (Sunday) **11:00 a.m. to 6:00 p.m.**

LOCATION: **Outdoors in downtown Washington, PA on Main Street**

FEES: **All fees must accompany this application for consideration to the festival which is by invitation only.**

*\* NOTE: Spaces for Arts & Craft Vendors must be used solely for the purpose of original works done by the artisan, and must be demonstrated. All forms of mass production, work produced by other than the artisan, purchased items and items made from kits will be considered Sales Vendors*

SPACE FEES:	NUMBER NEEDED	TOTAL
<b>Vendor/Exhibitor</b>	<b>10' x 10'</b>	<b>\$65.00</b>
	X _____ =	_____

ELECTRICITY OUTLETS:

<b>Non-Food Single Receptacle per 20 AMP Circuit</b>	<b>\$10.00</b>	X _____ =	_____
<b>Food 110 - Single Receptacle per 20 AMP Circuit</b>	<b>\$30.00</b>	X _____ =	_____
<b>Food 220 - Single Receptacle per 40 AMP Circuit</b>	<b>\$35.00</b>	X _____ =	_____

TENT BOOTH RENTAL:

<b>10' x 10'</b>	<b>\$75.00</b>	X _____ =	_____
(includes lights, setup and teardown, sidewalls not included)			
<input type="checkbox"/> <i>Check Here if you require and OPEN FRONT on your booth</i>			

WASHINGTON CITY CHAMBER MEMBER DISCOUNT <b>FREE</b> SPACE FEE TOTAL	-	_____
or WASHINGTON LOCAL BUSINESS DISCOUNT <b>50% OFF</b> SPACE FEE TOTAL	-	_____
NON-PROFIT ORGANIZATION DISCOUNT <b>50% OFF</b> SPACE FEE TOTAL	-	_____
<b>TOTAL AMOUNT DUE:</b>		_____

Business Name: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Home or Cell Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

*Continued on Reverse Side*

STATE SALES TAX LINCENSE #: \_\_\_\_\_

MAIN ITEM: \_\_\_\_\_

LIST ITEMS TO BE SOLD AND THEIR PRICES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*\* If you classify yourself as an artisan, you must demonstrate! \*\***

LIST WHAT YOU WILL BE DEMONSTRATING: \_\_\_\_\_

Please send two (2) photographs of your product display including one of your booth. (Photos will not be returned) any application received without a photo or all applicable fees will not be considered. **Payment in full must be by CHECK ONLY, and if accepted, your check will automatically be deposited. Once approved, this application becomes a contract, and you will be given your booth and check-in location prior to the festival.**

**If your agreement is not approved, your check and application will be returned to you.**

If accepted, I agree to abide by the Rules and Regulations and acknowledge that I have received, read and understand said rules and Regulations. The undersigned shall be at the festival and the operator on the premises for the duration of the festival, and agrees hereby to absolve completely the Festival’s Committee, it’s principals, the City of Washington and the City of Washington Chamber of Commerce, and assigns of any loss, claim, damages, theft, death or any liability whatsoever arising from the festival. The Festival’s Committee shall not be responsible for any act of commission or omission of the vendor of his/her helpers. I agree that this is not a lease, but only allows the vendor to use the space provided for the duration of the festival. Use of the space not occupied for set-up purposes 30 minutes prior to the official opening for the first event day forfeits my space with no refund or allowance, and it will be filled with another vendor. The Festival Committee reserves the right to adjust fees based on product line and footage requirements. The renter of the festival tents holds harmless the festival committee of any damage due to blowing rain, wind or leaking of tent tops. No substitute vendors and owner (Signer) must be present at the festival. Vendors/Exhibitors may not sublet any portion of their space to another vendor/exhibitor. This contract shall be deemed to have been made in the State of Pennsylvania and shall be interpreted in accordance with the laws of such state. In the event legal action is required to enforce this contract or any of the items thereof, such actions shall be brought in the Courts of Washington County, Pennsylvania, and the vendor/exhibitor expressly consents the jurisdiction of such courts. The parties agree to accept service of process in such action by ordinary mail sent to the business address as set forth in this contract. The parties agree to accept our “Rules and Regulations” and the application and contract represent the entire agreement between the Washington Arts & Heritage Festival and the vendor/exhibitor.

All of the above rules and regulations must be observed. The Festival Committee reserves the right to have offenders of any of the Rules and Regulations removed from the festival without refund. The Washington Arts & Heritage Festival is an invitational event and the Festival Committee reserves the right to select, accept, or reject any vendor based upon the Festival’s selection process.

\_\_\_\_\_  
Vendor/Exhibitor Signature

\_\_\_\_\_  
Date

**HAVE YOU INCLUDED THE FOLLOWING WITH YOUR APPLICATION? QUESTIONS, CALL 724-705-0706.**

1. Completed application, signed and dated
2. Check in full payable to the **Washington Arts & Heritage Festival**
3. Photos of your product and booth
4. Copies of your sales tax license, liability insurance, or proof of non-profit organization, if applicable
5. Remittance Address:

**Washington Arts & Heritage Festival  
c/o City of Washington Chamber of Commerce  
92 North Main Street  
Washington, Pa 15301**

<b>** Festival Committee Use Only **</b>	
_____ Festival Committee Signature	_____ Date
Booth Assignment: _____	
Vendor/Exhibitor Notified <input type="checkbox"/>	