



2017 BERKS CELTIC FESTIVAL AGREEMENT

Vendor Application – Terms and Conditions

Address: 819 North 25th Street, Reading, PA 19606

www.berkscelticfest.org

Phone: (610)779-7648

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BERKS CELTIC FESTIVAL MISSION STATEMENT

- A. The Berks Celtic Festival Committee (“Committee”), in cooperation with the Berks County Irish American Fraternal Association (BCIAFA), shall establish herein all rules and guidelines applicable to all Vendors who participate in the Berks Celtic Festival (“Festival”) and also as detailed on the Vendor Application Form.
- B. The Committee shall conduct an annual Berks Celtic Festival for the enrichment and education of all patrons regarding Celtic Nations, Celtic Traditions, Celtic Culture, and Celtic Entertainment. The purpose of this Festival is to provide a venue that allows patrons and their families the ability to participate and recreate in an atmosphere conducive to enriching their knowledge of Celtic History. The date and time for the Festival shall be established annually by the Committee. All Vendors are to conduct their business with this in mind and are expected to further the goals of the Festival regarding its purpose.
- C. The Festival desires to attract a wide range of Vendors to display and sell a variety of merchandise. However, Vendor understands that the Committee cannot guarantee Vendor the sole and exclusive concession or right to sell any particular item or items of merchandise. Furthermore, the Committee reserves the right to accept or reject any prospective Vendor in order to ensure greater diversity and variety in the lines of merchandise offered by Vendors. The Committee reserves the right to prohibit the sale of any merchandise it deems harmful, inappropriate or offensive.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES MADE HEREIN AND INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE AS FOLLOWS:

1. Vendor shall indicate all site needs and utility requirements on the application form. Vendor agrees to conform to the site limitations and utility requirements established by the Committee in the returned vendor application form.
2. Vendor shall maintain liability insurance for their business and must submit proof of insurance with their application. If liability insurance is not maintained by Vendor, contact the Committee for review of goods to be sold for possible exemption of insurance requirements.
3. Vendor shall be solely responsible for compliance with all state or local licensing and/or sales tax laws, and with any and all federal, state, and local laws which may be applicable to Vendor’s use of the Festival grounds for display and sale of Vendor merchandise.
4. Vendor and all personnel associated with Vendor agree to conduct themselves in a peaceful manner. Any Vendor or personnel associated with Vendor creating a disturbance that may cause harm to Festival patrons will be evicted from the Festival grounds, with no return of Vendor Fee.
5. Any Vendor or personnel associated with Vendor who becomes visibly intoxicated to a level that disrupts the Festival in any way is subject to immediate removal from the Festival grounds, with no return of Vendor Fee.
6. Vendor agrees to protect the Festival grounds from damage resulting from Vendor’s business activity. Any damage caused by Vendor or anyone associated with Vendor deemed “excessive” by the Committee must be repaired by Vendor at Vendor’s cost.
7. Vendor agrees to defend, indemnify and hold harmless the Committee, the BCIAFA and/or the Festival Grounds Owner against any and all claims or demands of any kind that may be brought or asserted against the Committee, the BCIAFA and/or Festival Grounds Owner on account of injury or damages to any person or property occurring in or about the Festival Grounds during the term of the Agreement caused by the negligence, neglect, fault or conduct of Vendor or Vendor’s servants, employees, or agents. Vendor shall reimburse the Committee, the BCIAFA and/or the Festival Grounds Owner for any and all losses or expenses, including reasonable attorney fees, incurred by the Committee, the BCIAFA or the Festival Grounds Owner by reason of such negligence, neglect, fault or conduct.
8. In the event the Committee should cancel the Festival, or in the event the Committee is unable to provide booth space to Vendor, the Committee will give notice of the same to Vendor and promptly refund to Vendor all sums paid pursuant to this Agreement. Such refund shall be accepted by Vendor in full settlement of all loss or damage suffered by Vendor on account of such cancellation or inability to or inability to provide booth space. No other circumstances shall entitle Vendor to a refund of any sums paid under or pursuant to this Agreement.
9. This Agreement may not be assigned by Vendor. Vendor shall not assign, sublet or permit any other person or entity to use any part of the festival booth space covered by this Agreement.
10. The Committee and Vendor agree that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
11. Any dispute or controversy arising out of or relating to this Agreement, including a claim of negligent handling of any such matter, shall be settled by arbitration in accordance with the rules, then in effect, of the American Arbitration Association.

BCIAFA RESPONSIBILITIES

- 1 The Committee agrees to provide Vendor with the use of booth space on the Festival grounds with dimensions of 15' x 15' for the purpose of selling merchandise during the Festival. If additional space is needed, a second booth space of 15' x 15' may be purchased for an additional fee of \$125.00. Vendor agrees to conform to all Festival Ground Space Usage Conditions recited in this Agreement and Application. Vendor shall submit with their application dimensions of their display area and must indicate the total area to be occupied inclusive of any guy ropes and stakes to support weather covers. Any spikes in the ground that create a potential tripping hazard must be protected with brightly colored markers with sharp surfaces on stakes covered by safety caps.
- 2 In consideration for the use of booth space, Vendor agrees to pay the Committee the sum of **One Hundred Twenty Five Dollars (\$125.00)** per each booth space, **made payable to BCIAFA**, which sum is due and payable at the time Vendor signs this Agreement and returns it to the Committee.
- 3 Vendor agrees to use booth space in accordance with the terms of this Agreement and Application and agrees to conduct business of merchandise or food sale as stated in Vendor Application Form. Any deviation from the activity indicated on the Vendor Application Form is subject to review and approval by the Committee, and if determined to be detrimental to the Festival, Festival patrons or other Vendors in any way, the Committee will revoke the rights and privileges of Vendor as stated in this Agreement and Application, with no return of Vendor fee.
- 4 Each Vendor will be assigned a space based on the type of goods or services being sold at the Festival. The Committee reserves the right to place Vendors in a location the Committee deems appropriate.
- 5 All Vendors must arrive on site no later than one hour prior to the start of the Festival. Access to the Festival grounds for setup may occur the morning of the event, beginning at 7:00 A.M.
- 6 Vendor agrees to maintain their display intact until the close of the Festival. Any requests for early breakdown and departure must be listed on the application form and must be approved by the Committee.
- 7 The Committee tries to allow vehicles to be placed adjacent to the Vendor space during the Festival, unless this is impractical due to size or other circumstance. Then Vendors must keep their vehicles at the parking area designated by the Committee.
- 8 Vendor will be responsible for supplying all canopies, tarps, tables, chairs, lighting, at least 200 feet of extension cord, and any setup equipment required for the erection and display of their products. Setup of Vendor Space is the sole responsibility of Vendor. All equipment utilized in the setup of each Vendor space is subject to inspection and approval by the Committee to assure no hazards exist for any Festival patrons.
- 9 At the conclusion of the Festival, each Vendor shall clean and return their space completely to a state that existed prior to the start of their operation. All cleaning materials are the responsibility of Vendor.
- 10 Standard electrical power is available at the site for Vendor Use. The quantity of outlets available is limited. Vendor is responsible to supply at least 200 feet of extension cord. Additional power may be installed by Committee if required to support Vendor needs, if available. All requests for electrical power, water or other utilities must be requested on the Vendor Application, and Committee will review all electrical power needs to determine if said needs will be accommodated. If the electrical power request cannot be accommodated, Committee will notify Vendor.
- 11 All Vendor Personnel who will assist Vendor to conduct business must be indicated on the Vendor Application Form. Wristbands for all Vendor Personnel will be enclosed with the returned signed Agreement and must be worn at all times during the Festival.

IN WITNESS WHEREOF, the parties enter into this Agreement, and have set their hands and seals the year and date first above written.

BERKS CELTIC FESTIVAL COMMITTEE

VENDOR

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Phone: _____

Vendor Application Form

Business Name: _____

(Please, express business name exactly how you would like us to put it in our program and other promotions.)

Contact Person: _____

Business Address: _____

Business Phone: _____

Email: _____

Website / Facebook: _____

Site Request (circle one):

Single: 15' x 15' = \$125.00

Double: 15' x 30' = \$ 250.00

Make checks payable to: BCIAFA and send checks or direct questions to:

Address: 819 North 25th Street, Reading, PA 19606

www.berkscelticfest.org

Phone: (610)779-7648

Email: loosehead819@gmail.com

TO BE INCLUDED IN OUR PROGRAM THE DEADLINE FOR VENDOR APPLICATIONS IS: JUNE 15TH, 2017

Type of Business: Crafts/Gifts Food/Beverage Other: _____

Describe Merchandise:

List Special Requirements required for booth space:

Electric required: (circle one) Yes No

Voltage: _____ **Total Amps:** _____ **# of Outlets:** _____

Number of assisting personnel: _____ **Arrival Time to Festival:** _____