

BUCKS COUNTY COVERED BRIDGE SOCIETY

Vendor Agreement

3th Annual Bucks County Covered Bridges Festival

October 17, 2009

Tinicum Park, River Road (Route 32), Erwinna, PA 18920

The Festival hours are as follows: Saturday 10 AM to 4 PM.

SPECIAL NOTES:

**ALL TENTS MUST BE FIRE RETARDANT & HAVE A FIRE EXTINGUISHER ON HAND
NO ELECTRICITY WILL BE PROVIDED BY THE FESTIVAL
FOOD VENDORS MUST PROVIDE PROOF OF INSURANCE AND THEIR FOOD HANDLERS PERMIT.
TENTS MUST BE SECURELY ANCHORED.**

PLEASE READ THOROUGHLY BEFORE COMPLETING THIS APPLICATION

This Agreement is made between and entered into by the Bucks County Covered Bridge Society, Inc. (here after referred to as BCCBS) and named Vendor. The BCCBS and Vendor agree as follows:

1. This agreement is to occupy and use the premises for the purpose of participating in the Bucks County Covered Bridge Society's October 17, 2009 Bucks County Covered Bridges Festival.

All booths must be set up between 7:00 to 10:00 am and must be fully installed and open for business no later than 10:00 a.m. on Saturday, October 17, 2009. Exhibitors with unusual setup requirements *may* be allowed to setup during other times with approval of BCCBS. *No vehicles will be allowed on the grass of the festival grounds during festival hours.* Hand carts are advised for setting up your booths. Each vendor must remove their exhibit, including all garbage and related materials, prior to 7:00 p.m. Saturday, October 17, 2009. BCCBS reserves the right to charge the Vendor for the expense of removal and disposition of any property or item left in the park after that time. BCCBS assumes no responsibility for loss or damage to any item left in the park.

ALL BOOTHS MUST BE FULLY OPERATIONAL AND OPEN FOR BUSINESS DURING THE ENTIRE FESTIVAL

NO EARLY TEAR DOWNS ARE ALLOWED WITHOUT PRIOR PERMISSION!

- 2. LIMITATION OF LIABILITY:** BCCBS assumes no responsibility for any property placed on the facilities by vendor and BCCBS is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of the park under this agreement.
- 3. INDEMNITY:** Vendor agrees to defend, indemnify and hold the BCCBS, its' Agents, their officers, and employees, harmless from any and all losses, claims, actions, costs, expenses, judgments, or other damages, directly, solely and proximately caused by the negligence of the BCCBS, Agent, County of Bucks, Township of East Rockhill or any of their agents.
- 4. COST & ATTORNEY FEES:** Should BCCBS or its' Agent or other Vendors file suit or action against Vendor on any cause arising in any way from this agreement and contract, Vendor agrees to pay to BCCBS such reasonable costs, such as attorney's fees and court costs, that the court having jurisdiction of the case may determine, in addition to costs and disbursement allowed to a prevailing party as a matter of law.
- 5. LIABILITY INSURANCE:** All food service vendors must obtain liability insurance coverage in the amount of \$1,000,000. The insurance policy must list the Bucks County Department of Parks and Recreation as an additional insured. Vendor must provide a Certificate of insurance indicating the proper amount of coverage and the additional insured.
- 6. SALES TAX PAYMENTS:** All vendors are responsible for any sales tax obligations to the Commonwealth of Pennsylvania.
- 7. RESTRICTION ON EXHIBITS:** Agent reserves the right to refuse rent of space to anyone for any reason.
- 8. FESTIVAL SERVICES:** Tables, chairs and other materials not expressly covered by this agreement are the responsibility of Vendor. Arrangements for such items should be made with the Vendor's own supplier prior to the date of the Festival.
- 9. PERMITS:** Vendor is responsible for all of their own permits and exemptions, including sales tax permits. Food vendors must notify and receive permit from Bucks County Health Department.
- 10. FIRE SAFETY REGULATIONS:** All exhibits must comply with "Appropriate Fire and Life Safety" regulations. Each booth must have a fire extinguisher. Ground fires are not permitted on the premises.
- 11. ELECTRICITY:** No electrical service is provided. Vendor-supplied generators are allowed, but must be whisper-quiet! All generators must be within or behind vendor booth. Loud or obstructive generators may be shut down by the Festival officials.
- 12. CLEAN UP:** Vendors' booths and all surrounding areas must be kept clean of all refuse, rubbish and garbage. Vendor must deposit all trash in the trash containers provided.

Vendor agrees to comply with all Rules and Regulations of the Bucks County Covered Bridge Society which are incorporated into this agreement and by reference made a part hereof, and with all other Festival rules and regulations which may from time to time, as necessary, be formulated by the "Bucks County Covered Bridge Society", or Agent. This 2- page agreement constitutes the full agreement of your participation in the Bucks County Covered Bridge Society's Bucks County Covered Bridges Festival to be held on October 17, 2009.

Food Vendors are required to provide a written menu, (to avoid duplication). No change to menu is allowed unless pre-authorized by BCCBS. Menus will be honored on first come first serve basis. Food vendors must contact Bucks County Health Department prior to the date of the event for permit.

Payment: To hold your space, payment must be received by October 1, 2009. Payment can be made by check or money order, payable to: "Bucks County Covered Bridge Society."

**Please fill out the information below and return no later than October 1, 2009 with appropriate fee to:
Bucks County Covered Bridge Society, 1622 Ridge Rd, Perkasio, PA 18944**
If you have any questions e-mail us at buckscountycbs@verizon.net
PLEASE PRINT CLEARLY. THANK YOU!!!

BOOTH REQUEST (Please check the appropriate boxes below for your booth space.)

For Hand-Made Craft Booths and Hand-Made Art Booths:

Booth Type: Hand-Made Craft Booth Hand-Made Art Booth

Booth Size: 10 x 10 Vendor-Owned tent (\$35.00) 20 X 10 Vendor-Owned tent (\$50.00)

Description of Items for Sale: _____

For Food Vendors OR For Commercially Produced Products:

Booth Size 10 x 10 space (no electricity) \$50.00 20 x 10 space (no electricity) \$75.00

Description of Items for Sale: _____

For Community Service Group Booths:

Booth Size: 10 x 10 space (no electricity provided) No Charge

Description of Organization: _____

CONTACT INFORMATION

Business Name: _____

Contact Name: _____

Type of Product: _____

Mailing Address City _____ State _____ Zip _____

Phone: (Day) _____ (PM) _____

(Other Phone) _____

E-mail address: _____

How did you hear about us? _____

I have read and agree to all the above and all information on this application is accurate to the best of my knowledge.

Vendor Signature: _____ **Date:** _____

Business Name: _____

Please mail this completed form along with your check made payable to BCCBS no later than October 1, 2009 to:
BCCBS, 1622 Ridge Road, Perkasio, PA 18944