



VENDOR PARTICIPATION AGREEMENT

Winery & Distillery Application

Butler Italian Festival - August 25, 26, & 27 2023

Friday 5:00pm-10:00pm, Saturday Noon-10:00pm, Sunday Noon-5:00pm

We have a spectacular line-up of entertainment and a very aggressive promotional campaign!
We have secured advertising from TV, Billboards, Radio, Butler Eagle, Social Media, and much, much more to make the Butler Italian Festival a huge success

This agreement is entered into this _____ day of _____, 2023 by and between County Festivals, LLC.
and _____ ("Participant").

Contact _____ Booth Name _____
Company _____ Address _____
Phone _____ Cell _____
Fax _____ Email Address _____

Wineries & Distilleries		
STREET SPACE PRICES	Wine & Specialty Drink (Samples & Bottle Sales)	Wine & Specialty Drink (sell by the glass)
10x10	\$350.00	\$900.00
10x20	\$600.00	\$1,350.00

**includes Pre-Packaged Food Item Vendors Only i.e. processed and snack foods, snacks & sweets and other misc. food products prepared offsite*

Space is limited, applications will be accepted on a first come, first serve basis. We understand everyone wants the "Best Space" – to be fair, we will date the forms when they come in and vendors will be placed according to the order their forms were received. So, if you want a great spot, get your paid application in ASAP!

Insurance Company Name _____ Policy Number _____
(You must add County Festivals, LLC. to you insurance policy as being additionally insured for August 25, 26 & 27, 2023 and **include the certificate with this application**. If you need insurance see the exhibitor section of our website for an application.) **Please initial** _____

Electric Needed? (110 outlet) - \$200 _____ No _____ Yes _____ How many amps are required _____
What will you be needing electric for? _____ (electric is not needed for lights as the festival ends at dusk each day) You must bring your own LONG extension cord and power strip.

YOU ARE WELCOME TO PROVIDE YOUR OWN QUIET GENERATOR. IF YOUR GENERATOR IS LOUD - YOU WILL BE SHUT DOWN. NO EXCEPTIONS, NO REFUNDS.
ANY NON-FOOD VENDORS THAT BRINGS THEIR OWN GENERATOR ARE SUBJECT TO THIS AS WELL.
Please initial _____

Tent Rental Needed? _____ **Yes** (circle tent size) **10x10-\$275 10x20-\$475**

Tent rental is for all four days of the festival and includes set up and tear down of the tent, one 6 foot banquet table and one chair.

No Tent Rental Needed _____

You can use your own tent but you are responsible. It **MUST** be fire rated, clean & professional looking, and it **MUST** be properly secured and tied down.

If you are **NOT** renting a tent from us, **please initial** that you have read the tent requirements _____

Special Provisions _____

List specifically what foods and products you will be selling. Will need to be approved by the festival. _____

Select booth and options (Butler Businesses)

Food 10x10	\$550 _____	Tent Rental 10x10	\$275 _____
Food 10x20	\$995 _____	Tent Rental 10x20	\$475 _____
Non-Food 10x10	\$350 _____	Electric	\$200 _____

Grand Total _____

A) Please make paid-in-full checks payable to:

County Festivals, LLC and Mail to 3027 Brookstone Drive, Canonsburg, PA 15317.

We also accept Mastercard and Visa, a 3% surcharge is applied to all credit card payments. In the event of a participant cancellation, the fee is not refundable.

B) If paying by credit card, please fill out information below, (a 3% fee will be applied to all credit card transactions)

Type of credit card: _____ **Zip Code:** _____

Credit card number: _____ **Expiration date:** _____ **CVV code:** _____

Charges will show on your credit card statement as **County Festivals, LLC**

You can also call in your credit card payment to 412-310-7781

No refunds will be given once application is received unless your application is not approved.

No applications will be accepted without payment.

Setup information will be sent out one week prior to the event.

CHECK OUT OUR WEBSITE @ BUTLERITALIANFESTIVAL.COM

Sponsorship Opportunities are available

If you have any questions please feel free to call me at 412.310-7781 or email at rlamanna1@hotmail.com

Sincerely, Rocco Lamanna, *Butler Italian Festival*

Terms of Agreement, Policies & Procedures

The following are the contract terms of the agreement to rent vendor space at 2023 Butler Italian Festival. As a participant, your acceptance of these terms shall constitute a binding agreement.

1 County Festivals, LLC. The words "County Festivals, LLC." as used herein shall mean Butler Italian Festival, their officers, agents and any employees acting for it, in the management of this event.

2 Eligible Participants County Festivals, LLC reserves the right to determine whether any company or product is eligible under the standards for inclusion in the festival.

3 Eligible Products All products and services to be sold, offered or referred to during the 2023 Butler Italian Festival. must be included in the Agreement. County Festivals, LLC. reserves the right to exclude the sale of any product.

4 Sanitation Every business and vendor is responsible for maintaining a high standard of sanitation within their booth, including keeping all services, cooking and flooring surfaces clean and litter-free. Trash should be deposited into the trash containers all boxes must be broken down and placed in the festival designated dumpsters by personnel of the business or vendor. All tables and chairs must be returned at the conclusion of the festival. Participants must provide sufficient personnel to comply with the following:

When the Festival is Open: Participants should deposit their trash into the trash containers provided for each booth. No trash should be allowed to pile up within the booth. Participants are responsible for breaking down all cardboard boxes and placing them in the dumpster.

At Closing Each Night: Participants should set bagged trash in front of their booth for pick-up. Participants using grease in their operation, or that produce grease as a by-product of food preparation, must use grease containers. Grease liquids or solids may not be dumped in any sewer, sink, tree pit or anywhere else on festival site.

5 Fire and Safety Laws All federal, state and city regulations pertaining to fire and safety must be adhered to. NO OPEN FLAMES, LIT CANDLES OR BURNING OF INCENSE WILL BE ALLOWED INSIDE OF TENT. Outside grilling areas must be contained in the designated space to insure public safety. All Participants must comply with the City of Butler Regulations. **Tents MUST be fire rated.**

6 Compliance with Law/Standards Participants are responsible for meeting all city/state resale-licensing agreements. County Festivals, LLC assumes no responsibility for any tax liability incurred by Participant from the sale of any Goods at the festival. Participant further agrees to indemnify and hold harmless County Festivals, LLC from any tax liability the Participant may incur from the sale of any Goods at the Festival. Participant must comply with fire, safety, tax and ADA requirements of the City of Butler and County of Butler and the regulations of the City of Butler Food Sanitation Division to insure safe food preparation. Health Department forms are on our website <http://www.butleritalianfestival.com/>

7 Insurance is the responsibility of the Participant and is required. County Festivals, LLC is not responsible for replacement of lost or stolen goods. Participants are responsible for obtaining their own general liability insurance for the show dates, including set-up and tear-down. Participants and attendees regarding vendor space rental (*You must add County Festivals, LLC. to your insurance policy as being additionally insured for August 25, 26 & 27, 2023 and include the certificate with this application.*)

8 Surrender of Premises At the conclusion of the festival, Participants must surrender the premises to County Festivals, LLC in the same condition as when originally occupied.

9 Butler Italian Festival will be August 25, 26 & 27, 2023 Set up will be Friday, August 26 at approximately 9:00am. The festival runs Friday, 5:00 p.m. to 10:00 p.m., Saturday 12:00 noon to 10:00 p.m. and Sunday, 12:00 noon to 5:00 p.m.

10 Booth space obstructions We cannot be responsible for trees, parking meters or any other obstructions that are out of our control. Booth/display height cannot exceed 15 feet.

11 Any business who wishes to sell at Butler Italian Festival in the street space, in front of their current business must obtain a permit through County Festivals, LLC. You can only sell the same merchandise that you carry throughout the year. All insurance information must be supplied at the time of application. Spaces are NOT guaranteed and may not be sold, traded, or sub-leased. *County Festivals, LLC* will make all decisions on placement of vendors and businesses. Any one that does not have an approved permit will be removed.

12 No generators will be permitted without prior approval. Absolutely NO LOUD GENERATORS.

13 No parking is permitted on Main Street unless you have a vendor parking pass.

14 No refunds will be given once application is received.

15 Tents can be rented by contacting County Festivals, LLC. The cost of the tent is \$275.00 which includes set up and removal. You may provide your own tent. Should you do so, you will be responsible and waive any and all liability, responsibility or obligation on the part of the County Festivals, LLC. its agents, servants and employees, as it relates in any manner whatsoever to any claim, charge, cause of action and/or lawsuit which would arise out of the use of said tent. Someone from the business must be available when tents are set up Friday at approximately 12:00 noon and dismantled Sunday at 6:00 p.m. Tents must be placed on Main Street only. **TENTS WILL NOT BE PERMITTED ON THE SIDEWALK UNDER ANY CONDITIONS.**

16 Acknowledgement, Release and Waiver of Liability. I/We, the undersigned individual(s) hereby acknowledge that I/We will be obtaining and using for the duration of 2023 Butler Italian Festival, held by the *County Festivals, LLC.*, from August 25, 2023 through August 27, 2023 a ten foot by ten foot (10 ft x 10 ft) tent, or any tent or equipment that I/We bring for use with my/our Italian Festival functions, which will be provided by the County Festivals, LLC. its agents, servants and employees, as it relates in any manner whatsoever to any claim, charge, cause of action and/or lawsuit which would arise out of the use of said tent. I/We hereby further release the County Festivals, LLC. from any liability and/or responsibility on the part of County Festivals, LLC its agents, servants and employees, for any conduct engaged in by me/us arising out of, in any manner whatsoever, the use of said tent for the duration of Butler Italian Festival,. Finally, it is understood and agreed that I/We shall hold County Festivals, LLC its agents, servants and employees, harmless for any and all issues that may arise or occur while said tent is in my use and possession during Butler Italian Festival,, commencing on August 27, 2023 and ending on August 29, 2023.

17 FORCE MAJEURE County Festivals, LLC shall not be liable to the Participant for any losses, costs, damages or expenses of any nature whatsoever suffered or incurred as a direct or indirect result of causes beyond the control of County Festivals, LLC including without limitation, acts of God, acts of the government, acts of terrorism, natural disasters, fire, flood, epidemics, quarantine restrictions, strikes, unavailability of the venue for any reason, equipment breakage or any other events or circumstances not within the control of County Festivals, LLC whether similar or dissimilar to any of the foregoing.

18 The Festival will go on regardless of weather. No refunds will be given for any reason.

19 Payment Participant must include all fees with registration form.

Please make paid-in-full checks payable to:

County Festivals, LLC and Mail to 3027 Brookstone Drive, Canonsburg, PA 15317.

We also accept Master Card and Visa, a 3% surcharge will be applied to all credit card payments .

Charges will show on your credit card statement as County Festivals, LLC

In the event of a participant cancellation, the fee is not refundable.

For information or questions, please contact:

Rocco Lamanna at 412.310-7781 or email at rlamanna1@hotmail.com

This Agreement shall be governed in accordance with the laws of the State of Pennsylvania.

Vendor applicant acknowledges having read and understood the terms and conditions of this Agreement as SET FORTH IN THIS DOCUMENT AND AGREES TO ABIDE BY ALL TERMS, CONDITIONS AND RULES AS SET FORTH IN THIS AGREEMENT, AS WELL AS ANY NEW OR ADDITIONAL RULES WHICH MAY BE MODIFIED OR LATER REQUIRED.

Applicant Signature _____ Date _____

County Festivals, LLC. _____ Date _____