

VENDOR PARTICIPATION AGREEMENT



Butler Rib and Music Festival - August 4, 5 & 6 2023
Fri. 4:00pm-10:00pm, Sat. noon-10:00pm, Sun. noon-5:00pm
Pullman Park, Downtown Butler, 100 Pullman Park Pl, Butler, PA 16001

This agreement is entered into this _____ day of _____, 20____, by and between Butler Rib & Music Festival and _____ ("Participant").

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

RIB VENDORS	
CUSTOM BOOTH SPACE	\$1750

Insurance Company Name _____ Policy Number _____
(You must add Butler Rib & Music Festival to your insurance policy as being additionally insured for August 4, 5 & 6 and include the certificate with this application. Please initial _____)

Electric Needed? (110 outlet) **\$200** _____ No _____ Yes _____ How many amps are required _____
 What will you be needing electric for? _____ You must bring your own LONG extension cord and power strip.

IF YOU BRING YOUR OWN GENERATOR, IT MUST BE A QUIET GENERATOR OR YOU WILL BE SHUT DOWN. NO EXCEPTIONS, NO REFUNDS.
 Please initial _____

If you have any of the following please check: _____ tent, _____ trailer with hitch, if so, how many total feet long? _____

ARE YOU BRINGNING A TENT? _____ YES _____ NO
 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 and lowered at the end of each night.**
 Please initial that you have read the tent requirements _____

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

Select booth and options	
Rib Vendor	\$1750 _____
Electric	\$200 _____
Grand Total	_____

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

Butler Rib & Music Festival and Mail to PO Box 8279, Pittsburgh, PA 15218

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 *Pgh Wedding and Event Services*

You can also call in your credit card payment to 412-773-4996

A 25% LATE FEE WILL BE APPLIED TO ANY BALANCE NOT PAID 14 DAYS PRIOR TO THE EVENT

\$50 PER DAY LATE FEE WILL BE APPLIED TO ANY BALANCE NOT PAID IN FULL BY THE FIRST DAY OF THE FESTIVAL

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.

This application will serve as invoice

Sponsorship Opportunities are available

If you have any questions please feel free to call Sal at 412.773.4996 or email at bigdayent@aol.com

Terms of Agreement, Policies & Procedures

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

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

2 Eligible Participants Butler Rib & Music Festival 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 Butler Rib & Music Festival must be included in the Agreement. Butler Rib & Music Festival 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. 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. Butler Rib & Music Festival 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 Butler Rib & Music Festival 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.

7 Insurance is the responsibility of the Participant and is required. Butler Rib & Music Festival 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 Butler Rib & Music Festival to your insurance policy as being additionally insured for August 4, 5 & 6 2023 and include the certificate with this application.*)

8 Surrender of Premises At the conclusion of the festival, Participants must surrender the premises to Butler Rib & Music Festival in the same condition as when originally occupied.

9 Butler Rib & Music Festival will be August 4, 5 & 6 2023. Set up will be **Friday August 4** after **10:00am**. The festival runs Friday 5pm-10pm, Saturday noon-10pm and Sunday, noon 5pm

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

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

12 Food vendors must protect their area from grease stains with paper, tarp, etc. and ensure any stains are cleaned

13 All cords must be covered with carpet or tape

14 No refunds will be given once application is received.

15 Tents 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 Butler Rib & Music Festival 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 and dismantled.

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 Butler Rib & Music Festival, from August 4, 2023 through August 6, 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 Festival functions, which will be provided by the Butler Rib & Music Festival 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 Butler Rib & Music Festival from any liability and/or responsibility on the part of Butler Rib & Music Festival, 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 Rib & Music Festival. Finally, it is understood and agreed that I/We shall hold Butler Rib & Music Festival 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 Rib & Music Festival, commencing on August 4, 2023 and ending on August 6, 2023.

17 The Festival will go on regardless of weather. No refunds will be given for any reason. We reserve the right to change the date, time and venue due to unforeseen circumstances.

18 Postponement If the Butler Rib & Music Festival is unable to open the Festival as herein provided, or is compelled to postpone or relocate said Festival on account of strikes, fires, casualties, acts of God or other causes beyond the Butler Rib & Music Festival's control, then it shall not be in any manner financially liable to Exhibitor. If the Festival is postponed and the exhibitor is unable to participate on the rescheduled date, any monies paid can be applied to any future festival or event held by the Producer of the Butler Rib and Music Festival.

19 Liability and Indemnity The Butler Rib & Music Festival will not in any way be liable for both personal and/or property injury that may occur to an Exhibitor, its employees or its agents, nor for the safety of any exhibit against accident or any other destructive causes. The Exhibitor shall indemnify and hold harmless the Butler Rib & Music Festival from and against any and all claims, liabilities, losses, costs, damages, expenses, including reasonable attorney's fees, obligations or charges of any kind whatsoever made against or suffered by the Butler Rib & Music Festival in any way connected with or relating to the Exhibitor's participation in the Butler Rib & Music Festival.

Exhibitor agrees that whenever an attorney is retained by festival management, to represent the interest of festival management in any civil or criminal proceeding, arbitration or mediation hearing, arising out of the terms of this Agreement or any disputes regarding payments due, contract view differences, participation difficulties, suits arising from exhibitors display from the negligent or intentional act of the exhibitor, or any other legal action, including arbitration and mediation hearings, hereunder, all attorney and court fees (both management and exhibitor's) shall be payable by the exhibitor.

20 Payment Participant must include all fees with registration form.

Please make paid-in-full checks payable to:

Butler Rib & Music Festival and Mail to PO Box 8279, Pittsburgh, PA. 15218.

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 *Pgh Wedding and Event Services*

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

For information or questions, please contact:

Sal Richetti at 412.773.4996 or bigdayent@aol.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 _____
(Even without a signature, you are agreeing to the terms of the contract by participating as a vendor.)

Butler Rib & Music Festival _____ Date _____