



Food Rules and Facts

PLEASE READ CAREFULLY, CHANGES HAVE BEEN MADE

1. The Food Vendor is responsible for carrying insurance covering the loss or damage of any food or equipment and other paraphernalia that relates to the demonstration to be set up by the Food Vendor at the Westmoreland Arts & Heritage Festival. The Westmoreland Arts & Heritage Festival accepts no liability for Food Vendor's property or products.
2. The Food Vendor is required to provide proof of insurance for its operations at the Westmoreland Arts & Heritage Festival. The insurance must include the following provisions:
 - This certificate must be on file at the Westmoreland Arts & Heritage Festival Office 30 days prior to the Festival.
 - Minimum limit of Commercial General Liability \$500,000 per occurrence, \$1 million aggregate.
 - Minimum limit of Products/Completed Operations \$500,000 per occurrence; \$1 million aggregate.
 - The Westmoreland Arts & Heritage Festival and Westmoreland County to be named as an additional insured.
 - Thirty day notice of insurance cancellation to certificate holder being the Westmoreland Arts & Heritage Festival, 252 Twin Lakes Road, Latrobe, PA 15650.
3. The Westmoreland Arts & Heritage Festival agrees to provide a covered space if **reserved**, either in a canvas booth, maximum size to be 10'x10', or under a pavilion for the Food Vendor for the period of June 29, 30, July 1 & 2, 2017 as long as Food Vendor agrees to follow the rules, regulations, and specifications as set forth by the Westmoreland Arts & Heritage Festival. You may utilize your own shelter if approved by the Festival Food and Beverage Committee. Pictures must be included along with the size and description of your shelter when you submit your application. The Food and Beverage Committee reserves the right to place all Food Vendors on site. No tables will be provided. Tables must be furnished by the individual Food Vendor.
4. Ground inside the booth **MUST** be covered with a separation layer to keep food and workers out of mud and dirt. Carpeting, plywood, or tarpaper would be considered acceptable.
5. The Food Vendor agrees that the Food and Beverage Committee of the Westmoreland Arts & Heritage Festival reserves the right to remove any food not of the type and quality submitted for screening and that said removal will also include a forfeiture of the space and the fee paid for said space, if the violation is not immediately corrected. All approved food items on application must be available for sale.
6. A menu and price schedule must be submitted to the Festival Food and Beverage Committee for review. These items should be listed on the application form. Prices will be closely monitored. Prices submitted on the application must be maintained unless advance permission to adjust the prices is obtained from

the Festival Food and Beverage Committee prior to May 26, 2017. Food prices must be prominently displayed on your booth for customers to view. Prices must be readable from a distance of 10 feet.

7. No Food Vendor will be permitted to sell soft drinks, water, iced tea or lemonade. The Westmoreland Arts & Heritage Festival retains exclusive rights to all of these beverage sales and operates all the drink booths. Please do not include any drinks on your application.
8. No Food Vendor is granted any type of exclusive rights to serve one type of food. The Food and Beverage Committee reserves the right to accept more than one food vendor for a particular food.
9. The Food Vendor agrees to dress appropriately for food service. All food service workers should be clean, neat, and dressed in a coordinated fashion within each booth (same color T-shirt or apron, etc.) The Westmoreland Arts & Heritage Festival encourages Food Vendor/workers to dress in ethnic costumes and/or have flags on your booth representing the country of your menu origin.
10. **All Food Vendors and/or workers are required to use utensils or wear gloves when handling food at the Festival. Hair must be off the collar by use of nets, hats, or restraints.**
11. All Food Vendors must be open and ready to serve food at 11 a.m. and remain operating until the close of the Festival each day. It is the Food Vendors' responsibility to have enough food on hand or get more should the Food Vendor run out.
12. All food booths will be inspected and **must be licensed** by the PA State Department of Agriculture. If a booth fails inspection, the booth will be closed down. Questions should be directed to Mohamed Ghanem, Food Sanitarian, at 724-832-1073. All Food Vendors, other than non-profits, must, by PA Law, have a "ServSafe Certified" employee and certificate must be displayed within the booth.
13. Improper behavior or language within the booth area is unacceptable. The Food Vendor is responsible for the conduct and safety of all persons within the booth. Underage children must be supervised at all times and must not be near the food per the Pennsylvania Department of Agriculture Guidelines.
14. **Food Vendors and/or workers are not permitted to solicit tips from buyers.**
15. Parking at the Festival is extremely limited. The Westmoreland Arts & Heritage Festival staff works very hard to organize parking in order to accommodate all vendors. All parking locations are distributed with consideration of booth location. One (1) parking permit is issued to each Food Vendor in a designated lot and space upon check-in. Your Parking Permit must be displayed on the vehicle at all times for identification. Food Vendors incorrectly or illegally parked will be asked to move their vehicle. Additional parking is available in adjacent private lots for an affordable fee. If the Food Vendor has additional campers/RVs, trailers, tow vehicles, etc., contact Westmoreland Arts & Heritage Festival office for additional information.
16. A personal meeting may be scheduled by the Food Vendor (especially a new Food Vendor) in the month of May to review location, set up, and electrical needs. Please call to schedule an appointment.
17. **Set-up times for Food Vendors are 8 a.m. to 6 p.m. Tuesday, June 27, and Wednesday, June 28. Set-up will not be allowed on June 29. Food Vendors using trucks or trailers are required to set-up Friday, June 23 and Monday, June 26. Please call the Festival Office for an appointment.** Food Vendors are required to go to the designated check-in area **before set-up.**
18. In the event you cancel your participation, no refund will be given.

19. Beginning on the first day of the Westmoreland Arts & Heritage Festival and continuing through the four days of the Festival, vehicles will be permitted to drive into the Festival site to unload supplies and materials each morning up to 10 a.m. All vehicles must be removed from the Festival site by 10:30 a.m. each day.
20. **Unloading of all equipment and moving equipment to individual food booths shall be totally the responsibility of the Food Vendors. Park personnel, Festival staff and volunteers will not be permitted to assist due to the potential for personal injury.**
21. Westmoreland Arts & Heritage Festival staff and volunteers are not permitted to accept monetary gifts for their assistance. Please don't offer.
22. No alcohol is to be consumed by Food Vendors and/or workers during the Festival.
23. Food Vendors are reminded to provide the necessary money for change for these four days. (The Westmoreland Arts & Heritage Festival will not provide change--so come prepared.)
24. Advertising within the park via signs, barking, or by any means other than professionally-looking signs placed within and on the booth, is not permitted.
25. Ice is available and may be purchased ONLY at the Nature Center. No Food Vendor is permitted to sell ice.
26. The Food Vendor also agrees that any failure to follow the rules, regulations, and specifications as established by the Westmoreland Arts & Heritage Festival may cause the Food Vendor to lose or forfeit the space at the Festival without the return of the fee paid for said space.
27. **Food Vendors who do not obey these rules will not be invited back.**
28. No vehicles, trailers, refrigeration units, grills, RV's/motorhomes, etc. may be placed behind your designated spot nor relocated to another location without the permission of the Food and Beverage Committee.
29. The Food Vendor agrees to forever release, discharge and hold harmless, defend and indemnify the Westmoreland Arts & Heritage Festival, its sponsors, agents, representatives, and employees from all actions, suits, damages, in law or in equity, and/or claims whatsoever arising from any loss or damage to any property or person of the undersigned or to any other person or property which may arise from the Food Vendor's participation in the Westmoreland Arts & Heritage Festival.
30. **The Food and Beverage Committee and the Westmoreland Arts & Heritage Festival reserves the right to shut down any vendor who is not complying with the rules and regulations as stated above. The vendor may reopen if and when the rules and facts are met. If the vendor is asked to leave due to noncompliance no refund will be given and the vendor will not be permitted back.**

Food Vendor Signature

Date