Food Vendor Application & Rules

Please make sure you have the following when submitting your application:

- ALL (4) four pages of the application filled out completely, not including this page.
- A menu MUST accompany your application, you may attach an additional sheet.
- Remember to sign at the bottom of Page 2 and Page 4.
- Payment **MUST** be submitted with your application, either deposit or full payment.
- If you are not paid in full by Friday, February 28, 2020 there will be an additional $100 penalty fee in addition to the $100 late fee if applying after January 17, 2020.
- Trucks & Trailers: Be sure to measure from the tip of the hitch/bumper completely to the opposite end. Count for additional space to open any doors. You will get the exact amount of space that you pay for. WAHF is not responsible for incorrect measurements on the part of the vendor.
- Additional footage and electric will **NOT** be available for purchase after March 31, 2020. No vendor will be permitted to purchase footage or electric during the Festival.
- If you are a new vendor or have a different set-up from previous year's you **MUST** send images of your booth.
- Be sure to read all pages of the application and rules. Any vendor in violation of the application, rules or contract will be shut-down and/or ask to leave.
- ALL vendors must submit a current Certificate of Liability that covers all the days of the Festival, listing the Westmoreland Arts & Heritage Festival as the certificate holder.

Important Dates to Remember

- Postmark deadline: Friday, January 17, 2020
- Notifications sent out by: Friday, February 28, 2020
- Trucks & Trailer set-up: Friday, June 26 & Monday, June 29 (**must schedule time**)
- Tent set-up: Tuesday, June 30 & Wednesday, July 1
- 2020 Festival: July 2, 3, 4, & 5

We Love to Be Green! Save Paper & Send Via Email

46th Westmoreland Arts & Heritage Festival

Twin Lakes Park, Greensburg, PA

2020 Food Vendor Application & Rules

July 2, 3, 4, & 5

Thursday – Saturday 11 a.m. to 8 p.m.; Sunday 11 a.m. to 6 p.m.

Postmark Deadline: January 17, 2020

Name of Business: _____

Contact Person(s): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell Phone: _____

Email Address: _____ Web Site: _____

PA Sales Tax License Number: _____

Check One: ☐ Business ☐ Non-profit (non-profits attach a tax-exemption certificate and call for rate)

Choose one: ☐ Returning Vendor, last year attended: _____ ☐ New Vendor

If returning: I would like the same space as in 2019. ☐ Yes ☐ No *Checking box does not guarantee placement.*

Vehicle Information - Please list vehicle for your assigned space: vehicle, camper/RV, trailer.
Parking is **EXTREMELY** limited. Be specific. **ONE (1) PASS PER VENDOR.**

Vehicle: _____ Vehicle Plate #: _____ Vehicle Length: _____

Camper/RV Make: _____ Length: _____ Camper/RV License Plate #: _____

Stock Trailer/Tow Make: _____ Length: _____ Trailer/Tow License Plate #: _____

$1,000.00 (10'x10') - POSTMARKED & Paid in full on or before January 17, 2020.
$1,100.00 (10'x10') - POSTMARKED & Paid in full after January 17, 2020. $ VENDOR FEE

$225 - Additional fee for a Pavilion location (if available) $ PAVILION FEE

There will be no sharing of electric with other vendors.
Number of electrical lines and fees (Electric is limited and may decide where your booth will be placed): $ ELECTRIC FEE

_____ 110 line/20 amps - $50.00 each _____ 220 line/30 amps - $60.00 each

_____ 110 line/ 30 amps - $50.00 each _____ 220 line/ 50 amps - $60.00 each

Additional space for **TRUCKS** and **TRAILERS** needing beyond 10' is as follows: $ ADD. SPACE FEE

10' to 20' pay $65 per foot.
Over 20' to 30' pay $25 per foot.
Example: You need 25' (first 10' is $1,000, second 10' is $650, remaining 5' is $125; totaling $1,175)

Include space needed to open doors and ramps, allow space for propane tanks, hitches, tongues, etc. Separate menus require the purchase of separate booths. The committee reserves the right to determine whether or not a second booth is required.

Check One: ☐ I wish to use my own booth and the SIZE is _____
☐ I wish to use my own food trailer/truck and the SIZE is _____

Attach pictures and a size description to the application. Include trailer hitch and room needed to open door in the length. Also state what side the serving window is located on for trucks and trailers in relation to the hitch or the front of the truck or trailer.

Reserve a 10'x10' Festival Booth at an additional fee of $100.00 $ FESTIVAL BOOTH

Check #: _____ Date: _____ $ TOTAL DUE

Credit Card #: _____ - _____ - _____ - _____ (Visa, MasterCard, or Discover) $ DEPOSIT

Expiration Date: _____ /_____ Credit Card Code: _____ $ BALANCE DUE

There will be a $35.00 fee for each returned check from your bank.
Make check(s) payable to: Westmoreland Arts & Heritage Festival or WAHF

Mail application to: Westmoreland Arts & Heritage Festival, 252 Twin Lakes Road, Latrobe, PA 15650
Questions? E-mail: info@artsandheritage.com Phone: 724-834-7474 Fax: 724-850-7474

NO drinks of any kind may be sold. The Festival controls **ALL** drink sells. Please don't ask.

What ethnic variety of food would you like to sell?
(Example: Italian, Chinese, German, etc.)_____

Menu: LIST IN DETAIL the serving size, all food items, and the price of the items that you are planning on selling at the 2020 Festival. Past years' applications **WILL NOT** be used. Any and all changes to the menu must be submitted in writing by May 22, 2020 and are subject to approval by the committee.

	Serving Size	Food Item	Selling Price
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

A current Certificate of Liability that will cover ALL the dates of the Festival must be provided with the application.
The Westmoreland Arts & Heritage Festival and Westmoreland County must be listed as the certificate holder and additional insured.

By my signature, I certify that _____NAME OF BUSINESS_____ acknowledges that the information contained on this application is true and correct and agrees to abide by all the rules and regulations established by the Westmoreland Arts & Heritage Festival as outlined on the document titled "Food Rules & Facts" which I have carefully reviewed. If accepted, I authorize my credit card to be charged all fees. The application is a commitment to be a food vendor at the Festival. If accepted as a food vendor, NO refunds will be given after the acceptance notification is sent. If accepted, you will be sent a contract and further information at a later date. If NOT accepted to be a food vendor, your check will be returned. Should you have any questions, please call the Festival Office at 724-834-7474 or email info@artsandheritage.com.

IMPROPER PAYMENT AND INCOMPLETE APPLICATIONS WILL BE RETURNED.

PLEASE READ APPLICATION AND RULES CAREFULLY, SEVERAL CHANGES HAVE BEEN MADE.

_____ _____
Signature, Business Representative (Owner or President of the Board) and/or — Date

_____ _____
Signature, Food Vendor Contact — Date

APPLICATION DEADLINE IS JANUARY 17, 2020
A $200 PARTIAL PAYMENT MAY BE MADE; HOWEVER, BOOTH FEE WILL BE ASSESSED BY THE POSTMARK DATE OF FULL PAYMENT. **FULL BALANCE IS DUE BY FEBRUARY 28, 2020.**
IF APPLYING AFTER DEADLINE, FULL PAYMENT MUST ACCOMPANY THE APPLICATION.

Revised 07/2019

The Westmoreland Arts & Heritage Festival receives state arts funding support through a grant from the Pennsylvania Council of the Arts, a state agency funded by the Commonwealth of Pennsylvania and the National Endowment for the Arts, a federal agency.

The Westmoreland Arts & Heritage Festival is a 501 (c)(3) Nonprofit Organization. A copy of the official registration and financial information of the WAHF may be obtained from the Pennsylvania Department of State by calling toll-free within Pennsylvania, 1-800-732-0999. Participation or registration does not imply endorsement.

Mail application to: Westmoreland Arts & Heritage Festival, 252 Twin Lakes Road, Latrobe, PA 15650
Questions? E-mail: info@artsandheritage.com Phone: 724-834-7474 Fax: 724-850-7474

Food Rules and Facts

1. The Food Vendor is responsible for carrying insurance covering the loss or damage of any food, equipment, other paraphernalia, and purchased food products 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 and certificate holders.
   - 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 July 2, 3, 4, and 5 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 22, 2020. 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, lemonade, or any other type of beverage. The Westmoreland Arts & Heritage Festival retains exclusive rights to all 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 Robert Delancey, Food Sanitarian, at 724-832-1073. All Food Vendors, 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. No tip containers are permitted.**
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, may be ticketed and towed. Additional parking is available in the Rails to Trails Lot, passes may be purchased at check-in. 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 724-834-7474 to schedule an appointment.
17. Set-up times for Food Vendors are 8 a.m. to 6 p.m. Tuesday, June 30, and Wednesday, July 1. Set-up will not be allowed on July 2. **Food Vendors using trucks or trailers are required to set-up Friday, June 26 and Monday, June 29. Please call the Festival Office for an appointment**. Only Food Vendors using a truck or trailer during the Festival are permitted to set-up on Friday and Monday. 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. All vehicles must be removed from the Festival site by 10:00 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 gifts. 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 please 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 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 a other 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, Westmoreland County, 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 infractions has been corrected. If the vendor is asked to leave due to noncompliance no refund will be given and the vendor will not be permitted back.**

_____

Business Name

_____

Food Vendor Signature **Date**

Revised 07/2019

pennsylvania COUNCIL ON THE ARTS

The Westmoreland Arts & Heritage Festival receives state arts funding support through a grant from the Pennsylvania Council of the Arts, a state agency funded by the Commonwealth of Pennsylvania and the National Endowment for the Arts, a federal agency.

The Westmoreland Arts & Heritage Festival is a 501 (c)(3) Nonprofit Organization. A copy of the official registration and financial information of the WAHF may be obtained from the Pennsylvania Department of State by calling toll-free within Pennsylvania, 1-800-732-0999. Participation or registration does not imply endorsement.

Mail application to: Westmoreland Arts & Heritage Festival, 252 Twin Lakes Road, Latrobe, PA 15650
Questions? E-mail: info@artsandheritage.com Phone: 724-834-7474 Fax: 724-850-7474