



50th Westmoreland Arts & Heritage Festival

Twin Lakes Park, Greensburg, PA

Promotional Sponsor Booth Application & Contract

July 4, 5, 6, and 7, 2024



Vendor/Business Name: _____

Contact Person: _____

Name of Authorized Signatory: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #1: _____ Phone #2: _____

Email: _____ Website: _____

What products or services will you be promoting? _____

Describe your display and your plans for the booth: _____

If returning, would you like the same location you had in 2023? (*same location is not guaranteed*) _____ Yes _____ No

Requested Booth Location (check one):

COMMERCIAL BOOTH

- Entrance or Exit Area (Vendor Booth Fee for 10'x10': \$2,000)
- Interior Area of the Festival (Vendor Booth Fee for 10'x10': \$2,500)

WINERY/DISTILLERY/BREWERY BOOTH

- The exhibitor licensing fee for a Winery & Distillery Booth is \$1,400 for 10'x10' plus 12 bottles of wine or 6 regular sized bottles of spirits, WAHF choice.

NON-PROFIT BOOTH (must provide proof of status)

- Entrance or Exit Area (Vendor Booth Fee for 10'x10': \$600)
- Interior Area of the Festival (Vendor Booth Fee for 10'x10': \$850)

Vendors requiring additional footage; each additional 10 feet is \$500. What is the footprint of your booth? _____

- A 10'x10' harpster tent will only be provided if you check this box. Otherwise you will need to supply your own tent.
- A 20'x20' tent will only be provided if you check this box. Additional \$750 charge. Otherwise you will need to supply your own tent.

If paying by credit card, card will be charged for the full amount indicated above: **A 4% FEE WILL BE CHARGED ON EACH TRANSACTION**

Credit Card Number (Visa, MasterCard, Discover): _____ - _____ - _____ - _____ Expiration Date: ____/____ CVV/CVC: _____

Electricity: _____ Yes _____ No Special electrical needs (may incur additional charges)? _____

ALL VENDORS USING ELECTRIC ARE REQUIRED TO HAVE A FIRE EXTINGUISHER AT BOOTH.

Vendor check-in will be on Tuesday, July 2 from 9:00AM to 6:00PM and Wednesday, July 3 at a scheduled time between 9:00AM and 6:00PM. Scheduled time depends on your booth location in the park. WAHF does not guarantee any time slot to any vendor. NO Vendor is permitted to set-up on Thursday, July 4. Spaces not occupied by 6:00PM on July 3 may be filled with another vendor or programming with no refund or allowance whatsoever.

On-site parking for the Festival is extremely limited. We will make every effort to fill your parking space requests and to park you in an accessible area. Parking is assigned on a first-come, first-served basis. Please keep in mind that you will be able to load and unload materials at your booth site before and after the Festival each day. We ask that all vehicles be removed from the Festival grounds by 10:00AM and that no vehicles enter the park before 8:30PM.

Parking Request: (Limited to a total of TWO vehicles)

Vehicle 1: Make: _____ Model: _____ License #: _____

Vehicle 2: Make: _____ Model: _____ License #: _____

We cannot stress enough that our on-site parking is extremely limited and only allows for 1-2 vehicles per vendor, performer, and all participating parties. Please indicate the absolute minimum number of on-site parking spaces (up to TWO spaces) needed for you/your group members. Additional parking are available for purchase at check-in through the Rails to Trails Corporation (RTC Lot).

Vendors that don't pick-up their Welcome Packet during Vendor Check-in on Tuesday, July 2 or Wednesday, July 3, will need to pick their packet up at the Festival Office will-call box located at 252 Twin Lakes Road, Latrobe, PA 15650.

Mail application to: Westmoreland Arts & Heritage Festival, 252 Twin Lakes Road, Latrobe, PA 15650

E-mail: info@artsandheritage.com Phone: 724-834-7474 Fax: 724-850-7474

Rules, Regulations, Specifications, Conditions of the Show, and Contract:

THIS AGREEMENT, made TODAY'S DATE, by and between WESTMORELAND ARTS & HERITAGE FESTIVAL, INC. 252 Twin Lakes Road, Latrobe, Pennsylvania 15650, (724) 834-7474, hereinafter referred to as "WAHF," and BUSINESS,
CONTACT FIRST & LAST NAME (being an individual / partnership / corporation) having its mailing address at:
COMPLETE MAILING ADDRESS hereinafter called "Exhibitor".

WAHF AND EXHIBITOR AGREE AS FOLLOWS:

- 1) The Westmoreland Arts & Heritage Festival takes place at Twin Lakes Park, Greensburg, Westmoreland County, Pennsylvania on July 4, 5, 6, and 7, 2024. Festival hours are 11:00AM to 8:00PM Thursday through Saturday, 11:00AM to 6:00PM Sunday.
- 2) WAHF agrees to provide Exhibitor an exhibit booth space at the Westmoreland Arts & Heritage Festival for the purpose of what is listed above on line 8. Booth Fee - \$ COST
- 3) The Exhibitor's booth space is to be determined. Exhibitor agrees to accept space assigned by WAHF.
- 4) **Exhibitor must provide a certificate of insurance from their carrier.**
- 5) WAHF agrees to furnish electrical service to Exhibitor's booth space if requested.
- 6) Exhibitor set-up date: Tuesday, July 2 through Wednesday, July 3 from dawn to dusk. **NO vendor is permitted to set-up on Thursday, July 4. All vendors must check-in either Tuesday, July 2 or Wednesday, July 3.** Exhibitor teardown date: July 7 after 6:00PM. **Booths must be out of the park by 3:00PM on Tuesday, July 9.**

Exhibitor acknowledges the following additional terms and conditions for Promotional Booths:

- 1) Exhibit may be assigned in the name of the applicant only.
- 2) Exhibit booths must be attended during Festival operating hours.
- 3) Exhibitor may display only items described in the application.
- 4) Standard booth size is 10' X 10'. Larger spaces may be available only by advance written agreement and are subject to additional charges.
- 5) An application is a commitment to the Festival. No refunds will be given after the application and payment/deposit is received by WAHF.
- 6) A \$35.00 fee will be charged on any check returned by Exhibitor's bank.
- 7) There will be a 4% fee added to each credit card transaction.
- 8) WAHF is an outdoor festival. All exhibit spaces are outdoors. Exhibitors are responsible for protecting their own property from the weather elements.
- 9) Exhibit spaces are assigned to create the best possible display environment, and whenever possible, to comply with Exhibitor space requests. However, if accepted, Exhibitors agree to accept any space assigned.
- 10) Exhibitor gives permission for WAHF to use Exhibitor's name, business name, and any photographs or videotape taken at the Festival of Exhibitor or Exhibitor's employees, exhibit items, and/or display for any and all purposes.
- 11) 10' x 10' booth tents are provided and set-up by WAHF. (A cost may be applied according to Application Form.) Applicants may set-up and use their own structures if approved in advance by the Festival.
- 12) Exhibitors must supply their own booth furnishings including displays, chairs, tables, lighting, extension cords, etc.
- 13) Electricity is available only at selected sites and is available only by advance reservation.
- 14) Signs and banners are permitted within an exhibitor's booth space. Additional space for signs, banners, program advertising, as well as other promotional activities must be pre-approved and agreed to in writing by the Festival.
- 15) Exhibitors are responsible for keeping their area clean during Festival hours including clean-up at end of show. All displays should be neat and clean.
- 16) Insurance must be obtained by exhibitor at their own cost. In the case of alcohol sales, the Festival must be listed as an additional insured and notified of intention to sell alcohol. Exhibitor must provide copies of all insurance papers or a certificate of insurance from their carrier listing WAHF as the certificate holder.
- 17) Exhibitors shall be liable for delivery, handling, erection, and removal of their own displays and materials.
- 18) All exhibits, goods, and materials must be removed by 3:00PM on Tuesday, July 9. Failure to have everything off site by this time may result in extra charges or risk of items being discarded.
- 19) Parking and traffic will not be permitted in the Festival area from one hour before the Festival opens until 15 minutes after the Festival closes each day. All loading and unloading must be planned around these hours and vehicles are to be removed to the exhibitor parking lots before the Festival opens. Vehicles remaining in the show area or fire lanes during these hours may be towed away at the owner's risk and expense.
- 20) Exhibitors and their helpers must exhibit professional behavior at all times while on the Festival site. WAHF reserves the right, at its sole discretion, to determine what constitutes professional behavior. Violation of this rule will result in the exhibitor, their helpers, and exhibits being excluded from the Festival site with no refund or allowance whatsoever. In addition, exhibitors violating this rule may be excluded from future WAHF events.
- 21) Exhibitors found in violation of this agreement may be excluded and have their exhibit removed from the Festival at the sole discretion of WAHF. Under no circumstances, including negligence, shall WAHF, its officers, directors, employees, sponsors, agents, or representatives be liable for any direct, indirect, incidental, special, or consequential damages resulting from such action.
- 22) Exhibitors may not sublet or apportion space to someone else.

- 23) WAHF will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this agreement due to fire or any other calamity, or by any act of God, public enemy, strikes, statutes, ordinances, or any legal authority, or any cause beyond its control.
- 24) If any section, sentence, clause, phrase, or portion of this agreement is for any reason held invalid, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.
- 25) This agreement shall be deemed to have been made in the Commonwealth of Pennsylvania and shall be interpreted in accordance with the Laws of Pennsylvania. In the event that legal action is required to enforce this contract or any of the terms thereof, such action shall be brought in the Courts of Westmoreland County, Pennsylvania, and the Exhibitor expressly consents the jurisdiction of such courts. The parties agree to accept service of process in such action by ordinary mail sent to their business address as set forth in this agreement.
- 26) Because space is at a premium, only a small number of Promotional/Sponsor vendor booth applications are accepted. Westmoreland Arts & Heritage Festival (WAHF) reserves the sole right to make final interpretation of acceptability.
- 27) The application must be completed and returned to the Festival along with the deposit. Upon acceptance of an application, this contract is signed and issued to the vendor at which time the balance of the booth fee is due. Payments may be made by money order, certified cashier's check, business check, or credit card. If a vendor's application is not accepted by the Festival, all fees will be returned.
- 28) Promotional/Sponsor booths may be assigned in the name of the applicant only.
- 29) Booths must be attended during Festival operating hours; 11:00AM to 8:00PM Thursday - Saturday, 11:00AM to 6:00PM Sunday.
- 30) Vendors may display and/or promote only items described in the application.
- 31) Standard booth size is 10' X 10'. Larger spaces may be available only by advance written agreement and are subject to additional fees.
- 32) An application is a commitment to the Festival.
- 33) A \$35 fee will be charged on any check returned by the vendor's bank. Payable to Westmoreland Arts & Heritage Festival or WAHF.
- 34) The Festival will not hold any post-dated checks. Payment is processed upon acceptance.
- 35) WAHF is an outdoor festival. All vendor spaces are outdoors. Vendors are responsible for protecting their property from the elements.
- 36) Vendor spaces are assigned to create the best possible display environment and whenever possible, to comply with vendor space requests. However, if accepted, vendors agree to accept any space assigned. Vendors may not move from their assigned space.
- 37) Electricity is available only at selected sites and is available only by advance reservation. If electricity is not reserved during the application process, it will not be provided.
- 38) 10' x 10' Festival tent is provided and set-up by the Festival. Larger Festival tents may be available at additional cost by advance arrangement. Applicants may set up and use their own structures if approved in advance by the Festival. If a Festival tent is not reserved during the application process, it will not be provided.
- 39) One table and a maximum of two chairs are provided by the Festival. The taking of Festival chairs and/or tables from other booths/ areas is strictly prohibited. Vendors must supply all other booth furnishings including displays, additional chairs, additional tables, lighting, extension cords, etc.
- 40) No product sales may be conducted at any **Commercial** or **Non-Profit Booths**. Only **Winery/Distillery/Brewery Booths** are permitted to sell bottles and cases of product, no other product sales may be conducted. No open glass containers or glass glasses within the Festival. The distribution of written material, free samples, or products is permitted. Fun, active booths are recommended and free giveaways are always appreciated by visitors to the Festival.
- 41) Aggressive "hawking" or "barking" is not permitted. Doing so will result in having your booth shut down.
- 42) Signs and banners are permitted within a vendor's booth space. Additional space for signs, banners, program advertising as well as other promotional activities must be pre-approved and agreed to in writing by the Festival. Advertising, including banners, yard signs, and other items that are placed outside an exhibitor's booth space without pre-approval will be removed by the Festival.
- 43) Vendors are responsible for keeping their area clean during Festival hours, including clean-up at end of show.
- 44) Vendors must provide a Certificate of Liability Insurance to be mailed to: Westmoreland Arts & Heritage Festival, 252 Twin Lakes Road, Latrobe, PA 15650, faxed to 724-850-7474, or emailed to info@artsandheritage.com. Insurance must be obtained by the vendor at their own cost and certificate listing WAHF as the certificate holder must be submitted with final payment.
- 45) All **Winery/Distillery/Brewery Booths** must submit a copy of your "Off Premises Permit" issued by the Pennsylvania Liquor Control Board.
- 46) All **Non-Profit Booths** must provide proof of their non-profit status with the state.
- 47) Vendors shall be liable for delivery, handling, erection, and removal of their own displays and materials. Festival Staff, volunteers, and Park employees are not able to assist you with your booth.
- 48) All booths, goods, and materials must be removed from the park by Tuesday, July 9 at 3:00PM. Failure to have everything off site by this time may result in extra charges or risk of your booth/product being discarded by park maintenance.
- 49) Vendors may drive their vehicle into the park each morning and evening during the Festival to stock their booths. All vehicles must be out of the park by 10:00AM. Vehicles may re-enter the park after 8:00PM, once the park police have deemed it safe.
- 50) Parking at the Festival is extremely limited. The Festival works very hard to organize parking in order to accommodate all vendors. All potential parking locations are distributed with consideration of booth location. One (1) parking pass is issued to all vendors in a designated lot and space upon check-in including campers/RVs, trailers, and tow vehicles. Your parking permit must be displayed on the vehicle at all times for identification. Vendors incorrectly or illegally parked **WILL** be required to move their vehicles and may be ticketed. Additional parking passes for the RTC Lot can be purchased at the Festival Office. Vendors are asked to abide by all parking rules to avoid disruption during the Festival. A Vendor shuttle bus will be available. Parking passes will be mailed to the address listed above unless otherwise indicated. **ANY VENDOR FOUND PARKING IN THE PAID FESTIVAL PARKING LOT WILL HAVE THEIR BOOTH SHUT DOWN.**

- 51) Vendors and their helpers must exhibit professional behavior at all times while on the Festival site. WAHF reserves the right, at its sole discretion, to determine what constitutes professional behavior. Violation of this rule will result in the vendor, their helpers, and exhibits being excluded from the Festival site with no refund or allowance whatsoever. In addition, vendors violating this rule may be excluded from future Festivals.
- 52) Vendors found in violation of the guidelines may be excluded and have their exhibit moved from the Festival at the sole discretion of the WAHF. Under no circumstances, including negligence, shall the WAHF, its officers, directors, employees, sponsors, agents, or representatives be liable for any direct, indirect, incidental, special, or consequential damages resulting from such action.
- 53) Vendors may not sublet or apportion space to someone else.
- 54) Booth sitters are available to watch your booth for a short period of time; call 724-834-7474 during the Festival or stop any board or committee member with a badge for assistance.
- 55) WAHF will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to fire or any other calamity, or by any act of God, public enemy, strikes, statutes, ordinances, legal authority, or any cause beyond its control.

This constitutes the entire agreement between WAHF and the Exhibitor and no modification shall be valid unless in writing by the parties and their representatives.

I have read this agreement and agree to abide by said conditions. In addition, I expressly release WAHF, its directors, officers, employees, sponsors, agents, and representatives from any and all liability for any damage, injury, or loss to any person or goods which may arise from the licensing and occupation of the festival exhibit space by the Exhibitor, and agree to hold and save the WAHF, its directors, officers, employees, sponsors, agents, and representatives harmless of any loss or damage by the reason thereof.

GENERAL RELEASE and ACCEPTANCE of RULES - I, the applicant, have read the Guidelines for Promotional/Sponsor Booths attached to this licensing application and agree to abide by said conditions. In addition, I, the applicant, do expressly release the Westmoreland Arts & Heritage Festival, its directors, officers, employees, sponsors, agents, and representatives from any and all liability for any damage, injury, or loss to any person or goods which may arise from the licensing and occupation of the exhibit space by the applicant and agree to hold and save the Westmoreland Arts and Heritage Festival, its directors, officers, employees, sponsors, agents, and representatives harmless of any loss or damage by the reason thereof.

I have enclosed a deposit to be applied toward my Promotional/Sponsor Booth fee. I understand that if this licensing application is not accepted, all fees will be returned by mail. If this licensing application is accepted, I give permission to use my name, business name, and any photographs or videotape taken at the Festival of me or my exhibit for any and all purposes. If accepted, I authorize my credit card listed to be charged all fees. You will be notified of acceptance or non-acceptance within 30 days of the Festival's receipt of your application.

Printed Name of Authorized Agent

Signature of Authorized Agent

DATE

RETURNED COPY WILL BE SENT BACK TO YOU IF YOU ARE ACCEPTED.

Diane Shrader

Executive Director for the Westmoreland Arts & Heritage Festival

DATE



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 Westmoreland Arts & Heritage Festival 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

E-mail: info@artsandheritage.com Phone: 724-834-7474 Fax: 724-850-7474