



51st Westmoreland Arts & Heritage Festival

Twin Lakes Park, Greensburg, PA

2025 Promotional Sponsor Booth Application & Contract

July 3, 4, 5, and 6

Thursday - Saturday 11:00 to 8:00; Sunday 11:00 to 6:00

Postmark Deadline: March 31, 2025



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 2024? (*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

_____ Vendor Booth 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 **ALL VENDORS USING ELECTRIC ARE REQUIRED TO HAVE A FIRE EXTINGUISHER AT BOOTH.**

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. Electric provided is one (1) 110/20amp line. Additional lines are \$50 per line.

Vendor check-in will be on Tuesday, July 1 from 9:00AM to 6:00PM and Wednesday, July 2 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 3. Spaces not occupied by 6:00PM on July 2 may be filled with another vendor or programming with no refund or allowance whatsoever. Exhibitor teardown: July 6 after 6:00PM. **Booths must be out of the park by 3:00PM on Tuesday, July 8.**

Vendors that don't pick-up their Welcome Packet during Vendor Check-in on Tuesday, July 1 or Wednesday, July 2, will need to pick their packet up at the Festival Office will-call box located at 252 Twin Lakes Road, Latrobe, PA 15650.

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. Vehicle Information - Please list vehicle for your assigned space that will be parked in our Vendor Lot during the Festival. Parking is **EXTREMELY** limited. **ONE (1) PASS PER VENDOR.** Your parking permit must be displayed on the vehicle at all times. Vendors incorrectly or illegally parked **WILL** be required to move their vehicles and may be ticketed. Vendor is asked to abide by all parking rules to avoid disruption during the Festival. A Vendor shuttle bus will be available. **ANY VENDOR FOUND PARKING IN THE PAID FESTIVAL VISITOR LOT WILL HAVE THEIR BOOTH SHUT DOWN.** Additional parking is available for purchase at check-in and benefits the Regional Trails Corporation (RTC Lot).

Vehicle Make/Model: _____ Vehicle Plate #: _____ Vehicle Length: _____

Stock Trailer Make: _____ Vehicle Plate #: _____ Vehicle Length: _____

WAHF and EXHIBITOR acknowledges the following terms, conditions, and guidelines for Promotional Sponsor Booth:

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".

- 1) The Westmoreland Arts & Heritage Festival takes place at Twin Lakes Park, Greensburg, Westmoreland County, Pennsylvania on July 3, 4, 5, and 6, 2025. Festival hours are 11:00AM to 8:00PM Thursday through Saturday, 11:00AM to 6:00PM Sunday.
- 2) WAHF agrees to provide the Exhibitor with an exhibit booth space at the 51st Westmoreland Arts & Heritage Festival for the purpose of what is listed on page 1, line 8. Booth Fee - \$ COST
- 3) 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) Exhibit may be assigned in the name of the applicant only. Exhibitor may not sublet or apportion space to someone else.
- 7) Exhibitor may display only items described in the application.
- 8) Standard booth size 10' X 10'. Larger spaces may be available only by advance written agreement and are subject to additional charges.
- 9) Application is a commitment to the Festival. No refunds will be given after the application and payment is received by WAHF.
- 10) A \$35.00 fee will be charged on any check returned by Exhibitor's bank. Payable to Westmoreland Arts & Heritage Festival or WAHF.
- 11) There will be a 4% fee added to each credit card transaction.
- 12) WAHF is an outdoor festival. All exhibit space is outdoors. Exhibitor is responsible for protecting their own property from the weather.
- 13) Exhibit spaces are assigned to create the best possible display environment, and whenever possible, to comply with Exhibitor space requests. However, if accepted, Exhibitor agrees to accept any space assigned.
- 14) 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.
- 15) 10' x 10' harpster may be provided and set-up by WAHF - must be requested on application. (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. Larger tents may be available at an additional cost by advance agreement.
- 16) Exhibitor must supply their own booth furnishings including displays, chairs, tables, lighting, extension cords, etc. The following will be provided if the exhibitor requests a harpster: one table and a maximum of two chairs. The taking of Festival chairs and/or tables from other booths/areas is strictly prohibited.
- 17) Electricity is available only at selected sites and is available only by advance reservation.
- 18) 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.
- 19) Exhibitor is responsible for keeping their area clean, including clean-up at end of the Festival. All displays should be neat and clean.
- 20) 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.
- 21) Exhibitor shall be liable for delivery, handling, erection, and removal of their own displays and materials.
- 22) All exhibits, goods, and materials must be removed by 3:00PM on Tuesday, July 8. Failure to have everything off site by this time may result in extra charges or risk of items being discarded.
- 23) Parking and traffic is not permitted in the Festival after 10:00AM, at this time all vehicles must be out of the park. Vehicles may re-enter the park after the Festival closes at 8:00PM on Thursday—Saturday and 6:00PM on Sunday and the Park Police deem it safe. All loading and unloading must be planned around these hours and vehicles are to be removed to the designated vendor parking lots before the Festival opens. Vehicles remaining in the Festival or fire lanes during these hours may be towed away at the owner's expense.
- 24) Exhibitor 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, exhibitor violating these rules may be excluded from future WAHF events.
- 25) Exhibitor 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.
- 26) 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.
- 27) Because space is at a premium, only a small number of Promotional/Sponsor vendor booth applications are accepted. WAHF reserves the sole right to make final interpretation of acceptability.
- 28) The application must be completed and returned to the Festival along with the full payment. Upon acceptance of an application, this contract is signed and issued to the vendor. Payments may be made by money order, certified cashier's check, business check, or credit card. There will be a 4% fee applied to all credit card transactions. If a vendor's application is not accepted, all fees will be returned.
- 29) 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.
- 30) Exhibitor 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.

- 31) 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 before Westmoreland County Courts, 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.
- 32) Booths must be attended during Festival operating hours; 11:00AM to 8:00PM Thursday - Saturday, 11:00AM to 6:00PM Sunday.
- 33) The Festival will not hold any post-dated checks. Payment is processed upon acceptance.
- 34) 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, including by the glass may be conducted. No open glass containers 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.
- 35) Aggressive "hawking" or "barking" is not permitted. Doing so will result in having your booth shut down.
- 36) 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.
- 37) Exhibitor 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.
- 38) All **Winery/Distillery/Brewery Booths** must submit a copy of the "Off Premises Permit" issued by the Pennsylvania Liquor Control Board.
- 39) All **Non-Profit Booths** must provide proof of their non-profit status with the state.
- 40) 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. In the event the Festival is canceled by WAHF, all vendors are given the option to carry over payment to the following year or request a refund.

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.

GENERAL RELEASE and ACCEPTANCE of RULES - I, the exhibitor, have read the terms, conditions, and guidelines for Promotional Sponsor Booth attached to this application and agree to abide by them. In addition, I, the exhibitor, 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 understand that if this promotional sponsor application is not accepted, fees will not be processed. 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 and all fees to be processed. 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

Diane Shrader

DATE

Executive Director, Westmoreland Arts & Heritage Festival



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.

Westmoreland Arts & Heritage Festival, 252 Twin Lakes Road, Latrobe, PA 15650

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