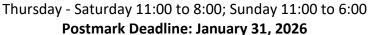


52nd Westmoreland Arts & Heritage Festival

Twin Lakes Park, Greensburg, PA

2026 Food Vendor Application, Rules, & Contract July 2, 3, 4, and 5





Name of Business:		
Contact Person(s):		
Address:		
City:	State: Z	p Code:
Phone:	PA Sales Tax Number:	
Email Address:	Web Site:	
Choose one: Returning Vendor New	w Vendor Would you like the same space? Yes	No Placement isn't guarantee
	assigned space that will be parked in our Vendor Lot during (1) PASS PER VENDOR. Additional passes may be <u>purchased</u>	
Vehicle:	Vehicle Plate #:	Vehicle Length:
Camper/RV Make:	Camper/RV License Plate #:	Length:
Stock Trailer/Tow Make:	Trailer/Tow License Plate #:	Length:
\$1,000.00 (10'x10') - POSTMARKED & Paid in ful	l on or before January 31, 2026. (TENTS ONLY)	\$ VENDOR FEE
\$100.00 - Late Fee if POSTMARKED & Paid in ful	l <u>after</u> January 31, 2026. (ALL VENDORS)	\$LATE FEE
\$500 - Pre-Packaged Foods <u>ONLY</u> (10'x10'). This No food prep, packaging, or processing may take Vendors found in violation will be require to pay		\$ PACKAGED FEE
\$225.00 - Additional fee for a Pavilion location (i	f available)	\$ PAVILION FEE
There will be no sharing of electric with other ve Number of electrical lines and fees (Electric is lin 110 line/20 amps - \$50.00 each	nited and may decide where your booth will be placed):	\$ELECTRIC FEE
110 line/ 30 amps - \$50.00 each	220 line/ 50 amps - \$60.00 each	
\$1,000.00 (FIRST 10') <u>TRUCKS</u> and <u>TRAILERS</u> : 11' to 20' pay \$65.00 per foot. Over 21' pay \$25.00 per foot.		\$_TRUCKS & TRAILERS
	00, second 10' is \$650, remaining 5' is \$125; totaling \$1,775, Illow space for propane tanks, hitches, tongues, etc.	\$_ADDITIONAL FEET_
Check One: I wish to use my own booth an	d the SIZE is	
☐ I wish to use my own food trai	ler and the SIZE is	
☐ I wish to use my own food true	ck and the SIZE is	\$TOTAL DUE
Credit Card #:	(No American Express) <u>A 4% FEE WILL BE CHAR</u> C	GED ON EACH TRANSACTION
Expiration Date:/ Credit Card Code THERE WILL BE A \$35.00 FEE FOR EACH RETURN	: IED CHECK FROM YOUR BANK. MAKE CHECKS PAYABLE TO	WAHF.

The Westmoreland Arts & Heritage Festival receives state arts 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 funding support through a grant from the Pennsylvania Council 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.

No Food Vendor will be permitted to sell soft drinks, water, iced tea, lemonade, or any other type of beverage. The Festival retains the right to <u>ALL</u> drink sells. <u>Please don't ask</u>. Menu: LIST IN DETAIL the serving size, all food items, and the price of the items that you are planning on selling at the 2026 Festival. Past year's applications WILL NOT be used. Any and all changes to the menu must be submitted in writing by May 1, 2026 and are subject to approval by the Food Committee. **Serving Size** Food Item **Selling Price** 10. _____ **Food Truck & Food Trailer Layout** Please use the diagram below to show where your serving window is and where if any exterior doors open. Any open doors will need to be added to the overall length of your footprint, as well as any tongues, steps, or gates. The Food Vendor is responsible for suppling their own plug to fit the Festival's standard 110 and 220 outlets.

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

THIS AGREEMENT, made _	TODAY'S DATE _, by and between the WESTMORELA	ND ARTS AND HERITAGE FESTIVAL, INC., at 252 Twin Lakes
Road, Latrobe, 15650, a no	n-profit Pennsylvania corporation, hereinafter called the	"Westmoreland Arts and Heritage Festival," and
BUSINE	SS FIRST & LAST NAME	(being an individual / partnership / corporation)
having its mailing address	at:COMPLETE MAILING ADDRESS	hereinafter called "Food Vendor".

WITNESSETH:

WHEREAS, the Westmoreland Arts and Heritage Festival (WAHF) has been requested by the Food Vendor to provide a space at the 52nd Westmoreland Arts and Heritage Festival to be held during the period of July 2 through July 5, 2026; and

WHEREAS, the WAHF desires to permit the Food Vendor to reserve a location for the preparation and sale of food.

NOW, THEREFORE, in consideration of the sum of \$\frac{TOTALDUE}{}\text{ including electrical fees, and the conditions and mutual promises herein contained, as well as in consideration of the fact that the parties intend to be legally bound hereby, it is agreed as follows:

- 1) Applying to the Festival is not a guaranteed acceptance. No Food Vendor is considered accepted until after acceptance letter is sent and/or their payment is processed. Acceptance letters are sent via email.
- 2) All Food Vendors using a truck or trailer will need to fill-out page 2 of the application.
- 3) 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 WAHF. The Festival accepts no liability for Food Vendor's property or products.
- 4) The Food Vendor is required to provide proof of insurance for its operations at WAHF. The insurance must include the following provisions:
 - This certificate must be on file at the WAHF 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 WAHF, 252 Twin Lakes Road, Latrobe, PA 15650.
 - This certificate must cover the dates of the entire Festival.
- 5) WAHF agrees to provide a space for the Food Vendor for July 2, 3, 4, and 5 as long as the Food Vendor agrees to follow the rules, regulations, and specifications as set forth by the WAHF. You may utilize your own shelter if approved by the Food Committee. Pictures must be included along with the size and description of your shelter when you submit your application. The Food Committee reserves the right to place all Food Vendors on site. No tables will be provided. Tables must be furnished by the Food Vendor.
- 6) The Food Vendor agrees that the Food Committee and WAHF 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. Only the approved menu items listed on application may be sold.
- 7) Underage children must be supervised at all times and must not be near the food per the Pennsylvania Department of Agriculture.
- 8) Food Vendors and/or workers are not permitted to solicit tips. No tip containers are permitted.
- 9) Food Vendors are reminded to provide the necessary money for change for the four days. WAHF will not provide change.
- 10) Ground inside the booth <u>MUST</u> be covered with a separation layer to keep food and workers out of mud and dirt. Carpeting, plywood, or tarpaper would be considered acceptable.
- 11) The Food Vendor agrees to dress appropriately for food service. 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. All food service workers should be clean, neat, and dressed in a coordinated fashion within each booth (same color T-shirt or apron, etc.) WAHF encourages Food Vendor/workers to dress in ethnic costumes and/or have flags on your booth representing the country of your menu origin.
- 12) A menu and price schedule must be submitted to the Food 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 Food Committee prior to May 1. Food prices must be prominently displayed on your booth for customers to view. Prices must be readable from a distance of 10 feet.
- 13) No Food Vendor is granted any type of exclusive rights to serve one type of food. The Food Committee reserves the right to accept more than one food vendor for a particular food.
- 14) 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.
- 15) All Food Vendors must be open and ready to serve food at 11:00AM 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.
- 16) All food booths will be inspected and <u>must be licensed</u> by the PA Department of Agriculture. If a booth fails inspection, the booth will be closed down. Questions should be directed to the 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.
- 17) Set-up times for Food Vendors using a tent will be on Tuesday, June 30, and Wednesday, July 1 from <u>9:00AM to 6:00PM</u>. NO set-up will be permitted on Thursday, July 2.
- 18) Food Vendors using trucks or trailers are required to set-up Monday, June 29, scheduled times will be given based on location within the Festival. Only Food Vendors using a truck or trailer during the Festival are permitted to set-up on Monday.

- 19) In the event you cancel your participation, no refund will be given.
- 20) Improper behavior or language within the Festival is unacceptable. The Food Vendor is responsible for the conduct and safety of all persons within the booth.
- 21) Parking at the Festival is extremely limited. WAHF 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.
- 22) Beginning on the first day of WAHF 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 9:30AM each day.
- 23) 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.
- 24) WAHF staff and volunteers are not permitted to accept gifts and/or free or discounted food. Please don't offer.
- 25) No alcohol is to be consumed by Food Vendors and/or workers during the Festival.
- 26) Advertising within the Festival via signs, barking, or by any means is not permitted. Professionally-looking signs may be placed within and on the booth, and may not exceed two feet past your booth space.
- 27) Ice is available and may be purchased ONLY at the Nature Center. No Food Vendor is permitted to sell ice.
- 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 Committee.
- 29) The Food Vendor agrees to forever release, discharge and hold harmless, defend and indemnify the WAHF, 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 WAHF.
- 30) The Food Committee and the WAHF reserves the right to shut down any vendor who is not complying with the rules and regulations as stated in this contract. The vendor may reopen if and when the infractions have been corrected. Depending on the infraction the Food Vendor may be removed from the Festival, no refund will be given, and the vendor will not be permitted back.
- 33) The Food Vendor also agrees that any failure to follow the rules, regulations, and specifications as established by the WAHF may cause the Food Vendor to lose or forfeit the space at the Festival without the return of the fee paid for said space.
- 34) This agreement constitutes the entire Agreement between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing and signed by all parties.
- 36) This Agreement and all its terms and conditions shall extend to and be binding upon all the parties hereto and upon their respective successors and assigns.

A current Certificate of Liability that will cover <u>ALL</u> the dates of the Festival must be provided prior to the start of the Festival. The Westmoreland Arts & Heritage Festival and Westmoreland County must be listed as the certificate holder and additional insured.

·	agrees to abide by all the rules and regula	acknowledges that the information contained ations established by the WAHF as outlined in this be charged all fees. The application is a commitment to			
be a food vendor at the Festival. If accepted as a food vendor, <u>NO</u> refunds will be given after the acceptance notification is sent. If accepted, you will be sent a signed copy of this application and further information at a later date. If <u>NOT</u> 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.					
IN WITNESS WHEREOF, the parties hereto	have set their hands and seals the day an	d year first above written.			
ATTEST:	WESTMORELAND ARTS AND HERITAGE FESTIVAL, INC. 252 Twin Lakes Road, Latrobe, PA 15650				
PRINT FIRST and LAST NAME					
SIGNATURE	DATE				
Diane Shrader Executive Director, Westmoreland Arts & H	DATE Heritage Festival				