53rd Westmoreland Arts & Heritage Festival

Twin Lakes Park, Greensburg, PA

2027 Food Vendor Application, Rules, & Contract

July 1, 2, 3, and 4

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

Postmark Deadline: January 31, 2027

Name of Business: _____

Contact Person(s): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ PA Sales Tax Number: _____

Email Address: _____ Web Site: _____

Choose one: ☐ Returning Vendor ☐ New Vendor Would you like the same space? ☐ Yes ☐ No *Placement isn't guaranteed*

Vehicle Information - Please list vehicle for your assigned space that will be parked in our Vendor Lot during the Festival.
Parking is **EXTREMELY** limited. Be specific. ***ONE (1) PASS PER VENDOR***. Additional passes may be purchased for the RTC Lot.

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 full on or before January 31, 2027. ***(TENTS ONLY)*** $____VENDOR FEE____

$100.00 - Late Fee if POSTMARKED & Paid in full ***after*** January 31, 2027. ***(ALL VENDORS)*** $____LATE FEE____

$500 - Pre-Packaged Foods ***ONLY*** (10'x10'). This applies to food vendors who only have pre-packaged foods. $____PACKAGED FEE____
No food prep, packaging, or processing may take place on-site. Samples are acceptable.
Vendors found in violation will be require to pay the additional $500 on-site. No Exceptions.

$225.00 - Additional fee for a Pavilion location (if available) $____PAVILION FEE____

There will be no sharing of electric with other vendors. NO GAS GENERATORS are permitted.
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

$1,000.00 (FIRST 10') ***TRUCKS*** and ***TRAILERS***: $_TRUCKS & TRAILERS_____
11' to 20' pay $65.00 per foot.
Over 21' pay $25.00 per foot.
Example: You need 25' (first 10' is $1,000, second 10' is $650, remaining 5' is $125; totaling $1,775) $__ADDITIONAL FEET__
Include space needed to open doors and ramps, allow space for propane tanks, hitches, tongues, etc.

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

☐ I wish to use my own food trailer and the SIZE is _____

☐ I wish to use my own food truck and the SIZE is _____ $_____TOTAL DUE_____

Credit Card #: _____ - _____ - _____ - _____ (No American Express) ***A 4% FEE WILL BE CHARGED ON EACH TRANSACTION***

Expiration Date: _____ /_____ Credit Card Code: _____

THERE WILL BE A $35.00 FEE FOR EACH RETURNED CHECK FROM YOUR BANK. MAKE CHECKS PAYABLE TO **WAHF**.

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.

Westmoreland Arts & Heritage Festival, 252 Twin Lakes Road, Latrobe, PA 15650
E-mail: info@artsandheritage.com Phone: 724-834-7474

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 ***ALL*** drink sales. **Please don't ask**.

Menu: LIST IN DETAIL the serving size, all food items, and the price of the items that you are planning on selling at the 2027 Festival. Past year's applications **WILL NOT** be used. Any and all changes to the menu must be submitted in writing by **May 1, 2027** and are subject to approval by the Food Committee.

Serving Size	Food Item	Selling Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
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 WESTMORELAND ARTS AND HERITAGE FESTIVAL, INC., at 252 Twin Lakes Road, Latrobe, 15650, a non-profit Pennsylvania corporation, hereinafter called the "Westmoreland Arts and Heritage Festival," and _____BUSINESS_____, _____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 53rd Westmoreland Arts and Heritage Festival to be held during the period of July 1 through July 4, 2027; 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 $_TOTAL DUE_ 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 1, 2, 3, and 4 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 **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.
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 **must be licensed** 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 29, and Wednesday, June 30 from 9:00AM to 6:00PM. NO set-up will be permitted on Thursday, July 1.
18) Food Vendors using trucks or trailers are required to set-up Monday, June 28, 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 ALL 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.

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 WAHF as outlined in this document 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 signed copy of this application 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and 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 DATE
Executive Director, Westmoreland Arts & Heritage Festival