

GUEST VENDOR PARTICIPATION AGREEMENT

Charleroi Magic City Saturday

June 29, 2024

This agreement is entered into this _____ day of _____, 2024.

Contact _____

Company _____

Address _____

Phone _____ Fax _____

Booth Name _____

Email Address _____

Select:

Food 10x10

\$25

Food 10x20

\$50

Non-Food 10x10

\$25

Non-Food 10x20

\$50

*Space is limited, applications will be accepted on a first come, first serve basis.

Insurance Company Name : _____

Policy Number: _____

(You must add GCCDC dba Charleroi Borough Recreation committee to your insurance policy as an Additional Insured for June 29, 2024 and include the certificate with this application.) Please initial ____

ELECTRIC WILL NOT BE PROVIDED FOR NON-FOOD VENDORS. Please initial____

Water WILL NOT be provided, you must secure it on your own if needed. Please initial____

If you have one of the following, please circle: tent, trailer with a hitch or food truck. If so, how many feet long?_____

You can use your own tent but you are responsible. It MUST be fire rated, clean & professional looking, and it MUST be properly secured and tied down Initial____

Food vendors MUST lay a tarp or paper down to protect against grease stains and ensure any grease stains are cleaned, you must leave your street space totally cleaned Initial____

Special Provisions:

List specifically what foods and products you will be selling. Will need to be approved by the festival.

*Setup will be Saturday June 29 at 8:00 AM. All vendors must be set up completely by 10:30 AM.

*Additional setup information will be sent out one week prior to the event. Setup will begin Saturday June 29 at 8:00 AM. All vendors must be set up completely by 10:30 AM.

Please make paid-in-full checks payable to:

GCCDC

Mail to: Charleroi Borough 338 Fallowfield Ave Charleroi, PA 15022.

Cash payments will be taken in-person only. Credit Cards are not accepted.

*No refunds will be given once an application is received unless your application is not approved. No applications will be accepted without payment.

If you have any questions please feel free to call Joe Manning, Charleroi Borough Manager at 724-483-6011

Terms of Agreement, Policies & Procedures

The following are the contract terms of the agreement to rent vendor space at Charleroi Magic City Saturday Festival. As a participant, your acceptance of these terms shall constitute a binding agreement.

1 The words "Charleroi Magic City Saturday," as used herein, shall mean Greater Charleroi Community Development Corporation dba the Charleroi Recreation Committee and any officers, Charleroi Borough employees and

officials acting for it, in the management of this event.

2 Eligible Participants: Charleroi Magic City Saturday reserves the right to determine whether any company or product is eligible under the standards of inclusion in the festival.

3 Eligible Products: All products and services to be sold, offered or referred to during the Charleroi Community Days. must be included in the Agreement. Charleroi Magic City Saturday reserves the right to exclude the sale of any product.

4 Sanitation: Every business and vendor is responsible for maintaining a high standard of sanitation within their booth, including keeping all services, cooking and flooring surfaces clean and litter-free. Participants must provide sufficient personnel to comply with the following:

When the Festival is Open: Participants should deposit their trash into the trash containers provided for each booth. No trash should be allowed to pile up within the booth. Participants are responsible for breaking down all cardboard boxes and placing them in the dumpster.

At Closing: Participants should set bagged trash in front of their booth for pick-up. Participants using grease in their operation, or that produce grease as a by-product of food preparation, must use grease containers. Grease liquids or solids may not be dumped in any sewer, sink, tree pit or anywhere else on festival site.

5 Fire and Safety Laws: All federal, state and city regulations pertaining to fire and safety must be adhered to. NO OPEN FLAMES, LIT CANDLES OR BURNING OF INCENSE WILL BE ALLOWED INSIDE OF TENT. Outside grilling areas must be contained in the designated space to insure public safety. All Participants must comply with the Borough of Charleroi Regulations. Tents MUST be fire rated.

6 Compliance with Law/Standards Participants are responsible for meeting all city/state resale-licensing agreements. Charleroi Magic City Saturday, assumes no responsibility for any tax liability incurred by participants from the sale of any Goods at the festival. Participant further agrees to indemnify and hold harmless Charleroi Magic City Saturday, from any tax liability the Participant may incur from the sale of any Goods at the Festival. Participants must comply with fire, safety, tax and ADA requirements and the regulations to insure safe food preparation.

7 Insurance is the responsibility of the Participant and is required. Charleroi Magic City Saturday is not responsible for replacement of lost or stolen goods. Participants are responsible for obtaining their own general liability insurance for the festival date, including set-up and tear-down. Participants and attendees regarding vendor space rental.

8 Surrender of Premises: At the conclusion of the festival, Participants must surrender the premises to Charleroi Magic City Saturday in the same condition as when originally occupied,

9 Charleroi Magic City Saturday will be June 29 2024. Set up will be at 8 AM- 10:30 AM on Saturday, June 29, 2024. The festival runs Saturday, June 29, 2024 from 11:00 AM to 9:00 PM.

10 Booth space obstructions We cannot be responsible for trees, parking meters or any other obstructions that are out of our control. Booth/display height cannot exceed 15 feet.

11 Any business who wishes to sell at Charleroi Magic City Saturday In the street space, in front of their current business can do so, free of charge. You can only sell the same merchandise that you carry throughout the year. All Insurance information must be supplied, if requested.. Spaces are NOT guaranteed and may not be sold, traded, or sub-leased. Charleroi Magic City Saturday, will make all decisions on placement of vendors and businesses.

12 No generators will be permitted without prior approval. Absolutely NO LOUD GENERATORS.

13 Food vendors must protect their area from grease stains with paper, tarp, etc, and ensure any stains are cleaned

14 All cords must be covered with carpet or tape

15 No refunds will be given once the application is received.

16 Tents You may provide your own tent. Should you do so, you will be responsible and waive any and all liability, responsibility or obligation on the part of the Charleroi Magic City Saturday, its agents, servants and employees, as it relates in any manner whatsoever to any claim, charge, cause of action and/or lawsuit which would arise out of the use of said tent.

17 Acknowledgement, Release and Waiver of Liability. I/We, the undersigned individual(s) hereby acknowledge that I/ We will be using for the duration of Charleroi Magic City Saturday on June 29, 2024, a 10 ft x 10 ft tent, or any tent or equipment that is used for Festival functions, which will be provided by the Charleroi Magic City Saturday, its agents, servants and employees, as it relates in any manner whatsoever to any claim, charge, cause of action and/or lawsuit which would arise out of the use of said tent. I/We hereby further release the Charleroi Magic City Saturday, from any liability and/or responsibility on the part of Charleroi Magic City Saturday, its agents, servants and employees, for any conduct engaged in by me/us arising out of, in any manner whatsoever, the use of said tent

for the duration of Charleroi Community Days. Finally, it is understood and agreed that I/We shall hold Charleroi Magic City Saturday, Its agents, servants and employees, harmless for any and all issues that may arise or occur while said tent is in my use and possession during Charleroi Community Days, commencing and ending on June 29, 2024.

18 The Festival will go on regardless of weather. No refunds will be given for any reason.

19 Payment Participant must include all fees with registration form.

This Agreement shall be governed in accordance with the laws of the State of Pennsylvania.

Vendor applicant acknowledges having read and understood the terms and conditions of this Agreement as SET FORTH IN THIS DOCUMENT AND AGREES TO ABIDE BY ALL TERMS, CONDITIONS AND RULES AS SET FORTH IN THIS AGREEMENT, AS WELL AS ANY NEW OR ADDITIONAL RULES WHICH MAY BE MODIFIED OR LATER REQUIRED.

Applicant Signature _____ Date _____

(Even without a signature, you are agreeing to the terms of the contract by participating as a vendor.)