



CHESTER COUNTY PARKS & RECREATION DEPARTMENT  
**Commercial & Activity Vendor Guidelines and Policies**  
*(formerly Resale Vendor Guidelines and Policies) 12/09*

## All Event Levels

**Please read carefully. Your signature on a Commercial or Activity Vendor Application indicates that you have read and understand the information contained in this document.**

1. Only applications received/ postmarked by the deadline shall be considered. In the case of two identical applications from separate vendors, the application received first shall be given preference. **DO NOT** send payment with application. Accepted vendors will be notified to submit appropriate fee.
2. It is generally anticipated that a vendor will apply for only one space; however, exceptions to this provision may be made pursuant to the discretion and judgment of the Department. Vendor awarded more than one vending space will pay for same.
3. Incomplete and late applications WILL NOT BE CONSIDERED and returned to the applicant.
4. **Vendor participation shall be awarded in the following order: 1) Vendor Returning from Previous Year in Good Standing with the Department; 2) New County, Non-profit Vendor; 3) New County, Profit Vendor; 4) New Non-County, Non-profit Vendor; 5) New Non-County, Profit Vendor.**
5. The Department shall determine the number and type of vendors needed for each event and the number of anticipated attendees, and if proposed items are appropriate for the event theme. The Department cannot guarantee the actual number of visitors to an event and therefore accepts no responsibility for actual attendance levels. Past event attendance figures shall be indicated on the initial contact letter and shall be basis for all event-level assignments and fees.
6. Vendor shall prominently list the products and/ or activities that he/ she wish to sell with the cost/ price range for each. For events with anticipated attendance over 5,000, or Level III events, there may be some duplication of products in varied areas of the park. Vendors being offered a space at these larger events will be supplied a list of all vendors' proposed products to determine their willingness to compete with like items.
7. Unless otherwise noted on the application, the Department has exclusive rights to sell glow necklaces or any other items determined by the Department at said event. Items to be sold solely by the Department will be listed on the Accepted Vendor List included with notification letters. Vendors are specifically prohibited from selling these items.
8. A Vendor Acceptance Letter, including payment requirements and follow-up information, will be mailed to accepted vendors.
9. Fees for vendor spaces are due upon the date noted on the Department's acceptance letter. Failure to do so shall result in the vendor forfeiting his/ her space. Vendor fees have been established to reflect program attendance and vendor's potential profits. Vendor fees are noted on the application form. Once payment is received, parking passes, event information, directions, etc. will be distributed.
10. At all times, the Department reserves the right to reject any applicant, who in the Department's sole discretion and judgment, would not provide the best available activity or products based upon quality, price, variety and service.

11. All special requests must be made in writing on the event application form or attached to the application.
12. Vendor may not change the listing of what he/she will be providing without the Department's consent. Vendor is permitted to sell only those items listed on the application form receiving approval from the Department. If vendor is determined to have violated this agreement, he/ she forfeit the opportunity to participate in future Department events and may be removed from the event in progress.
13. Failure to notify the host park in advance of any cancellation, as well as failure to comply with all event policies, will affect future opportunities to participate. Refunds will only be given if vendor notifies the Department two (2) weeks prior to event date.
14. The Department reserves the right to cancel/ postpone an event. The Department will determine the process and procedure to follow for the postponement and/ or cancellation of the event due to weather or other factors. If the Department decides to cancel the event due to predicted forecasts, accepted vendors will be notified once the decision is final. Vendors may also call the host park office to determine event status. For events with an established rain date, vendors shall be available on both dates. Vendor will forfeit his/ her fee if event is postponed to rain date and he/ she does not show. If event is held and vendor does not show, the Department will solely determine if reason for not participating validates a refund. If event is canceled, refunds will be issued.
15. To allocate available electrical power, vendors shall provide the Department with a complete list of electrical appliances to be used along with the wattage and amp requirements for each appliance. Failure to furnish complete information may result in the vendor's needs not being met or withdrawal of the invitation to operate future concessions. Vendor may be denied participation if the set-up and/ or equipment creates an undesirable display.
16. The Department will assign vendor spaces based on park facilities and event layout. Requests for specific spaces will be considered, but not guaranteed. Dissatisfaction with a space assignment is not grounds for a refund. If vendor and designated park staff agree that the space is not suitable for the vendor's exhibit, accommodations may be made. No space is guaranteed from year to year.
17. Due to limitations, the Department cannot guarantee booth space for all applicants. Space location is driven by electrical needs and is at the discretion of the Park Superintendent or designee. Consideration for assignment will be given to vendors that have previously participated in the event.
18. Vendor shall provide his/ her own booth. All booths must be maintained in a safe and sanitary manner, and shall be removed from the premises at the termination of the event unless prior arrangements have been made with the Department. Upon failure to remove, the County shall notify vendor to remove his/ her booth and/ or property from the premises. Upon failure to remove the property within the time indicated, the County shall enforce a penalty fee for not removing his/ her booth and has the right to remove any and all such remaining property, and to dispose of it as the County shall so decide, and not be held liable for removal by said vendor, or by any other party.
19. Vendor may bring two (2) vehicles into the vendor area for set-up. Two (2) parking passes will be distributed to each vendor. The pass shall be placed on dashboard and visible by event staff.
20. Vendor spaces are primarily on grass in an open field. Vendor's assigned space must not interfere with adjacent spaces. Vendor must provide all equipment, furniture, overhead covering, adequate product quantity, etc. to insure a successful operation.
21. Vendor will be restricted from Department events if:
  - a. The Vendor buys a space to sell to another vendor.
  - b. The Vendor misrepresents the items to be sold or the activity to be provided.
  - c. The Vendor's conduct is detrimental to the best interest of the event.
  - d. The Vendor violates any of the Department's policies and guidelines.

22. Booths must be open during the event hours and shall not be dismantled until the close of the event. The Department reserves the right to ask those who have not received an assigned space, and who are collecting funds or selling items, to leave the premises.
23. The Department reserves the right to restrict vendors with respect to methods of operation and display of materials. If, for any reason, a booth or its contents is not in line with the objective and/ or spirit of the event, the booth will be removed.
24. The County shall not be responsible for protection, damage and/ or theft of vendor's equipment, supplies and receipts. Each vendor shall take all reasonable and necessary precautions to secure his/ her goods and property. In no event shall the County accept responsibility in connection with any such loss, theft and/ or damage. Vendor is responsible for the security of all equipment, product and personal items during the event. Park staff will be on site throughout the event and provide limited security. All injuries and safety concerns should be immediately directed to event staff.
25. Vendor is responsible for any damage to the grounds resulting from his/ her operation during the event.
26. Vendor shall be responsible for disposing of trash within fifteen (15) feet of his/her booth site. Failure to do so shall constitute valid grounds for the County to refuse vendor to operate at future County events/ programs and a penalty may be applied. Please advise park staff if assistance with trash removal is needed.
27. Vendor will indemnify and hold the County harmless for any and all liability of the County as a result of any service at a County-sponsored event, and waive any immunity under the PA Worker Compensation Act regarding any claims by the County against the vendor.
28. If required, vendor must provide a Certificate of Insurance in an amount of up to \$2 million (\$2,000,000), naming the County of Chester/Parks and Recreation Department as additionally insured.
32. Vendor shall be considered an independent contractor. Neither the vendor nor any of his/ her employees shall be considered employees of the County for any purpose.
33. Vendor agrees that the Department may revoke, immediately, all of the rights of the vendor, agents or employees of the vendor's booth, without a refund of fees, due to a violation of the rules set forth herein.
34. Vendor agrees to abide by all rules and regulations established by the Department, and any and all local and Commonwealth laws. Failure to do so may serve as basis for immediate termination of the right to continue to sell at the function for which the space was awarded, and/or disqualification from future consideration with respect to similar contracts with Chester County.
35. The vendor hereby releases and forever discharges the County of Chester and the Chester County Parks and Recreation Department, its agents and employees from any and all claims whatsoever, resulting from any and all bodily and personal injuries, damage to property and the consequences thereof, which might occur to or be sustained by the vendor or any other person, persons or property, from the conduct of the organized activities, the condition of the property of the Department or the actions or failure to act by the Department, its agents or employees.

Further, the vendor expressly stipulates and agrees to indemnify, hold harmless and defend the County of Chester and the Chester County Parks and Recreation Department from and against any and all claims, suits, damages (including without limitation consequential damages, losses, liability, and expenses (including but not limited to attorneys' fees) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, in any manner arising out of, or resulting from the activities of vendor.

January 2010

Chester County Parks & Recreation Department is seeking  
**Commercial Vendors** (*formerly Resale Vendors*) for **Freedom Fest 2010**

Freedom Fest is an Independence weekend concert and fireworks event held at Nottingham County Park. The event, sponsored by Chester County Parks & Recreation Department and Herr Foods, Inc., annually attracts 8,000-10,000 visitors.

Enclosed are the **Commercial Vendor Application** and **Commercial Vendor Guidelines and Policies**. Retain the guidelines for your records. Please **do not** send payment with your application. Accepted vendors will be notified for payment and receive a list of all accepted vendors and their proposed sale items. On December 17, 2009, the Chester County Board of Commissioners adopted a new vendor fee schedule; there is now a **flat fee of \$350** for all Commercial Vendors.

To be considered, the completed application form must be received or postmarked by **Friday, May 14, 2010**. Send application to: **Program Coordinator, Chester County Parks & Recreation, 601 Westtown Road, Suite 160, West Chester, PA 19380-0990**.

In 2008, the Chester County Parks and Recreation Department celebrated its 50<sup>th</sup> anniversary. Over the years, staff has worked hard to fulfill our mission of serving the community and preserving natural, cultural and historic resources, as well as providing recreational opportunities to the citizens of Chester County. For more information about Nottingham County Park and the Chester County Parks and Recreation Department, please visit our website at [www.chesco.org/ccparks](http://www.chesco.org/ccparks).

Sincerely,

Jessica A. Cirilo  
Program Coordinator

Encl: Freedom Fest Commercial Vendor Application  
Commercial Vendor Policies and Guidelines



Chester County  
Parks and Recreation

# Commercial Vendor Application FREEDOM FEST 2010

Nottingham County Park

Saturday, July 3

4:00pm – 11:00pm

Rain Date: Sunday, July 4

## *General Information*

**To Apply:** Please read the Commercial Vendor Guidelines and Policies. Complete the application form and return to: Program Coordinator, Chester County Parks & Recreation, 601 Westtown Road, Suite 160, West Chester, PA 19380-0990 by Friday, May 14, 2010. Please do not send payment with application.

**Vending Space:** Spaces are approximately 10 x 10 on grass within the main event field. Due to limitations, we cannot guarantee space for all applicants. For the selection process, an accurate description of your display is required. Please supply this information on the application form.

**Parking Passes:** Vendors will be issued two (2) vehicle parking passes. Additional passes must be requested. To ensure adequate parking spaces, please note on the application form the number of staff and vehicles required to operate your concession.

**Set-Up:** Booths must be ready to operate by 4:00pm when gates open. Park staff will be available 1:30pm – 3:30pm to assist with finding your space. We do not offer tables, chairs or protection from the weather. You may drive to your space to unload, but your vehicle must be moved by 3:30pm to the vendor parking area.

**Breakdown:** Vendors are asked to operate until 9:30pm and shut down during the fireworks display (approximately 9:30pm – 10:15pm). During this time, vendors may start to breakdown or wait to re-open at the conclusion of the finale, selling until 11:00pm. Vendors must begin breaking down at 11:00pm.

**Exiting Freedom Fest:** Vendors may begin exiting the park at 11:30pm. No vehicles shall exit from the vendor parking area before this time. Vendors should exit out the main gate. There may be a short delay if the shuttle buses are still operating.

**Attendance:** Freedom Fest attracts approximately 8,000 - 10,000 guests.

**Fee:** \$350 per space.

**Rain Date:** Vendor must commit to both dates. We aim to shoot the fireworks on Saturday, even with an early rain. If the program is postponed less than halfway into the concert, the band returns to play the following night. If the program is postponed more than halfway into the concert, the band does not return; pre-recorded music plays until the fireworks display. If the program is successfully held on Saturday, vendor has no obligation to return Sunday. If the event is postponed until Sunday, security for equipment is provided by Chester County Park Rangers.

**Deadline:** The application must be postmarked by Friday, May 14, 2010.

**Notification:** Selected vendors will receive an acceptance letter, including payment and follow up information. Vendors whom the Department determines would not be appropriate for the event will also be notified.

**Commercial Vendor Application**

**Freedom Fest 2010**

Deadline: Friday, May 14, 2010  
Fee: \$350 per space

Please type or print clearly

Business Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

County: \_\_\_\_\_ Email: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Phone Number on Day of Event: \_\_\_\_\_ FAX: \_\_\_\_\_

A. Please describe the products you are proposing to sell including price range.

ITEM	PRICE
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

B. Please provide a description of your vending space (i.e. trailer, tents, banners, displays, etc):

C. How many staff are needed to adequately operate your concession?

D. How many vehicles are required to transport your staff and concession?

E. Notes & Special Requests:

The Department shall determine the number of vendors needed for event type and size, and if proposed items are appropriate for event theme. Vendor spaces will be assigned when you arrive. Vendors are not able to park adjacent to the display spaces, but can unload vehicles before moving them to vendor parking. We do not offer any protection from the rain or sun - you are strongly encouraged to bring a small canopy to be set up within your assigned space. Vendors must provide tables and chairs. Space reimbursements are non-refundable unless the Department cancels the event. We cannot guarantee attendance figures. Upon receipt of vendor fee, event details and parking passes will be sent to confirmed vendors.

The undersigned has read the Chester County Parks and Recreation Department's COMMERCIAL VENDOR GUIDELINES and POLICIES and agrees to abide by all rules and regulations set forth by the Chester County Parks and Recreation Department, and to reimburse the required amount (\$350) for the opportunity to vend at an event sponsored by the Department.

I verify that all information contained in the application, to the best of my knowledge, is accurate at the time of submission.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Correspondences should be addressed to:  
Jessica Cirilo, Program Coordinator  
601 Westtown Road, Suite 160, West Chester, PA 19380-0990  
(610) 344-6415; [jcirilo@chesco.org](mailto:jcirilo@chesco.org)

Maintained by the Chester County Parks & Recreation Department, Nottingham County Park is a 651 acre public park in West Nottingham Township, located 6 miles south of Oxford, off the Route 1 Bypass in southwestern Chester County.



FOR OFFICE USE

Date Postmarked: \_\_\_\_\_

Date Received: \_\_\_\_\_

Receipt No.: \_\_\_\_\_