



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.



Chester County Parks & Recreation Department
Commercial Vendor Application
Old Fiddlers' Picnic 2010

If you wish to be considered as a Commercial Vendor at Chester County old Fiddlers' Picnic, sponsored by the Chester County Parks and Recreation Department, please mail the completed application form directly to **Hibernia County Park, P.O. Box 124, Wagontown, PA 19376. Application must be received or postmarked by July 23, 2010.**

EVENT INFORMATION

Event Name: Old Fiddlers' Picnic
 Event Date: Saturday, August 14, 2010
 Rain Date: Sunday, August 15, 2010
 Times: 10:00 AM – 4:00 PM
 Set Up Times: 8:00 AM- 9:30 AM
 Anticipated Attendance: 3,000 – 3,500
 Park: Hibernia County Park, Wagontown, PA 19376
 Telephone: 610-383-3812

| | |
|----------------------------|-------|
| FOR OFFICE USE ONLY | |
| Date Postmarked: | _____ |
| Date Received: | _____ |
| Receipt No.: | _____ |

VENDOR INFORMATION (Please print clearly)

Concession Name: _____
 Contact Person: _____
 Address: _____
 County: _____
 Telephone: Home: _____ Work: _____
 Day of the Event: _____
 Fax: _____ Email: _____

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. tents, banners, displays, etc):

REQUIRED FEE FOR SPACE

DO NOT send payment with initial application. Only accepted vendors need process payment.

The Chester County Parks and Recreation Department has determined this to be a Level 2 Event. The Department is providing a forum for the vendor to profit, and therefore the vendor shall reimburse the Department:

- o Level 1
For the opportunity to vend sale items, vendor agrees to reimburse the Department \$75.
- ✓ **Level 2**
For the opportunity to vend sale items, vendor agrees to reimburse the Department \$150.
- o Level 3
For the opportunity to vend sale items, vendor agrees to reimburse the Department \$350.

NOTES & SPECIAL REQUESTS:

The Department shall determine the number of vendors needed for event type and size, and if proposed items are appropriate for program theme. Spaces will be assigned when you arrive for the event. 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. Vendors must provide tables and chairs. Space fees are non-refundable unless the Department cancels the event. We cannot guarantee attendance figures. Confirmation packets will be sent to accepted vendors.

The undersigned agrees to abide by all rules and regulations set forth by the Chester County Parks & Recreation Department and to reimburse the required amount for the opportunity to vend at a program 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



Mail form to: Hibernia County Park, P.O. Box 124, Wagontown, PA 19376
by July 23, 2010