

# Mountain Fest 2023 Vendor Registration

Event Located at The Tannery - 310 Tanner Street, Ridgway, PA 15853

Event Dates: March 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup>, 2023

Doors Open: Friday 11AM – 11PM, Saturday 10AM – 11PM, Sunday 10AM – 3PM

### Vendor Set-Up Dates / Times

Food Trucks: Wednesday, March 1<sup>st</sup> by appointment.

All Others: Thursday, March 2<sup>nd</sup> from 6PM – 9PM and Friday, March 3<sup>rd</sup> from 7AM – 10AM

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

Your Name: \_\_\_\_\_

*First Name*

*Last Name*

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

*Street*

*City*

*State*

*Zip*

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Your Products: \_\_\_\_\_

### Vendor Fees:

<input type="checkbox"/> 10 x 10 Vendor Space <b>\$150.00</b>	<input type="checkbox"/> 10 x 20 Vendor Space <b>\$250.00</b>
<input type="checkbox"/> 10 x 30 Vendor Space <b>\$350.00</b>	<input type="checkbox"/> Food or Alcohol Vendor* <b>\$350.00</b>

\*FOOD & ALCOHOL TRUCKS - Please fill out all information on Page 3 of this form.

**NO home improvement franchises or businesses permitted. All vendors must offer a product(s) for sale during the event. A 5% processing fee will be deducted from any refund of registration fee. Only one (1) MLM/direct sales booth per company (please email before filling out an application to find out if your business is already represented).**

**NO raffles, 50/50 drawings, surveys, petitions, promotions, any form of political campaigning, data collection schemes including giveaways or drawings, or solicitations of any kind.**

**Vendor Fees MUST be received by Friday, February 17, 2023.** No payment will be accepted after that date or during setup. No spaces will be reserved or assigned until payment is received. Vendor spaces will be assigned in the order in which payment is received. We will do our best to accommodate special location requests. **You will be emailed your space number and a copy of the vendor map a week prior to the event.** If the event must be canceled, all fees will be returned less a 3.5% processing charge if payment was made via credit card / PayPal or you may choose to apply payment toward Mountain Fest 2024. CANCELLATION POLICY: No Refunds will be given if you cancel after January 31st.

Only ONE vendor/business is permitted per vendor space. All individuals or organizations must pay the vendor fee for their indoor or outdoor booth/space regardless of whether you are a for-profit, non-profit, church, school or school group, demonstrator, etc. at the rates shown above. Vendor booths must be open and staffed during show hours. No vendor may dismantle their booth before closing time. Vendor booth items must not interfere with adjacent vendor spaces or walkway in any way. Displays may not extend beyond booth space. No campers, camping trailers, etc. permitted on premises. Any vendor that produces debris (sawdust, product scraps, sand, etc.) must clean up their area.

**Vendors must provide a Certificate of Insurance naming the Elk County Wilds Tourism Association (222 Race Street, Suite 1, PO Box 571, Ridgway, PA 15853) and Ridgway Area Industrial Development and RIDC (300 Main St., Ridgway, PA 15853) as additional insureds (limits on Page 2).** (Please contact us if you do not carry insurance. Exceptions may be made if you do not sell food or beverages or conduct any activity that could pose a danger to the public.)

**New for 2023:** Each vendor will be issued 2 identification lanyards that will be available for pick up at the front desk when you arrive to set up. These IDs will grant you free access to the event and allow you to enter and exit through the rear door for the purposes of restocking only. Please do not prop open the rear door. We ask that you only allow other vendors with an ID lanyard to enter through the rear door.

Easy-Ups or other types of tents ARE permitted as are tables, shelves, etc. that will fit within the booth space. If your tent or merchandise extends into an adjoining booth, you will have to relocate (if space is available) and pay for the next size booth. Please be considerate of your neighboring vendor. Merchandise may not extend into the walkway.

Wifi and Electric service is available to all vendors. Please keep in mind that all electric is on 20 amp breakers. You must provide a 100 foot extension cord and surge protection if you require electricity. No electric heaters permitted.

Only certified service dogs are permitted on premises. All other animals are prohibited. No smoking in the building. No propane grills, fires or open flames are permitted in the building unless they are contained within a licensed food truck.

No alcohol may be brought onto the premises.

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**Please see additional ECWTA Rules & Regulations on this Application for more information.** Violation of any rules or regulations will result in expulsion from the event and no refund of vendor fees will be given.

**Return this Registration, Certificate of Insurance, and payment to the ECWTA, PO Box 571, Ridgway, PA 15853. Documents may also be emailed to [ElkCountyWilds@gmail.com](mailto:ElkCountyWilds@gmail.com). By submitting this form, you agree that you are at least 18 years of age, you will indemnify and hold harmless from any and all liability and claims whatsoever the ECWTA, Mountain Fest, Ridgway Area Industrial Development, and RIDC and you will comply with all ECWTA rules and regulations and with the laws and ordinances of the Borough of Ridgway, State of PA, and the PLCB.**

1. ECWTA RULES & REGULATIONS — The following rules and regulations are part of the vendor's contract that each vendor is bound by and by any such amendments or additional rules and regulations which may be established by the Elk County Wilds Tourism Association (Event Management).

2. INSURANCE – Fire, loss, theft, workers compensation (if applicable) and liability insurance in limits of \$1 million and an aggregate of \$2 million, must be procured by the Vendor at its own expense and the Elk County Wilds Tourism Association, Ridgway Area Industrial Development (Facility Owner) and the RIDC must be named as an additional insured. No vendor will be permitted to be placed in the booth space until proof of insurance has been submitted. Event Management MUST receive proof of insurance by February 17, 2023.

3. VENDOR BOOTH – The Event Management reserves the right to determine the acceptance of any company or product for inclusion in vendor space at its sole discretion. Lotteries, drawings, guessing games or prize contests of any kind are not permitted. NO home improvement franchises or businesses permitted. All vendors must offer a product(s) for sale during the event. A 5% processing fee will be deducted from any refund of registration fee. Only one (1) MLM/direct sales booth per company (please email before filling out an application to find out if your business is already represented). NO raffles, 50/50 drawings, surveys, petitions, promotions, any form of political campaigning, data collection schemes including giveaways or drawings, or solicitations of any kind. Display material must be confined to the individual Vendor's assigned booth space and may not extend into walkway or adjacent spaces. No placard, stickers, or other signs relating to non-paid exhibiting firms will be allowed in individual booths or anywhere in or outside the facility. No amplifiers or loudspeakers may be operated in the assigned Vendor's booth. No advertising or printed material, which in the Event Management's opinion is undignified or otherwise objectionable, shall be distributed. Vendors have the right to distribute brochures and other printed matter approved by Event Management, only from the booth space occupied by them and no other way. The Vendor agrees that its exhibit shall be admitted solely on strict compliance with these "Rules and Regulations" and any other rules communicated by the Event Management to the Vendor. The Event Management reserves the right to reject, eject or prohibit in whole or part, the Vendor or their representative, with or without giving cause. If the Vendor is ejected by the Event Management, there shall be no return of any amount paid by the Vendor. Collecting attendee personal information through give-a-ways, raffles, drawings, etc. or other data collection schemes are prohibited. If event organizers determine a Vendor is collecting personal data, the Vendor will be asked to leave and no refund of any fees will be given. No political content, surveys, petitions, fundraising or campaigning allowed.

4. FOOD / ALCOHOL SERVICE/SALES — Food and alcohol vendors must be properly licensed and comply with PLCB regulations. No propane grills, fryers, or open flames are permitted in the building unless they are contained within a food truck. All food and alcohol vendors must provide insurance per #2 above.

5. PAYMENT OF SPACE – No Vendor will be permitted to be placed in the booth space until full payment has been made by February 17, 2023.

6. SUBLETTING OF SPACE – No Vendor shall assign or sublet the whole or part of the space allotted, or booth therein, to any programs or services other than those specified in the contract for booth space. Only one vendor or company per booth is permitted.

7. SALE OF MERCHANDISE – Merchandise sales must comply with all local, state, and federal laws and regulations. The sale of pets of any kind is NOT permitted.

8. LIMITATION OF LIABILITY – The Vendor agrees to hold the Elk County Wilds Tourism Association, Event Management, and the Facility Owner harmless and blameless and will make no claim for any reason whatsoever, including negligence, against Event Management, its officers, agents, employees, or the lessors or owners of the Facility for loss, theft, damage or destruction of property, nor for any injury to it or its employees, agents or invitees while on premises. Each Vendor shall purchase its own insurance coverage sufficient to insure against any possible liability.

9. EQUIPMENT – 110v electricity will be provided by Event Management. The Vendor must provide its own extension cord and surge protection. Please notify Event Management if more than 110v electric service is needed.

10. CARE AND STAFFING OF BOOTHS – The Vendor will be responsible for its own loading, unloading, booth set-up and clean-up of its area. The Vendor agrees to have its booth staffed and open for business by 10:00 a.m. Actual full-time occupancy or staffing of booth space by Vendor personnel is mandatory during event hours. No vendor may dismantle their booth before closing time. Vendors failing to comply with this requirement shall forfeit their rights to said space as well as any and all monies paid.

11. WASTE DISPOSAL – The Vendor is responsible for the removal of all trash. This includes breaking down cardboard boxes. Event Management will provide a dumpster and recycle for disposal.
12. COMPLIANCE WITH LAWS – Vendors shall not engage in any display, publication, performance, or any other activity which is in conflict with any applicable law, regulation, rule or ordinance, nor shall vendor, or its representatives or employees, engage in any lewd display, publication or performance. Vendors will be responsible for obtaining all necessary governmental permits and licenses. No personal dogs or other animals are permitted in booths.
13. NO OUTSIDE ALCOHOL - With the exception of alcohol Vendors, no alcohol may be brought into the building or booths.
14. NO GUARANTEE OF ATTENDANCE – Event Management does not guarantee specific volumes or levels of attendance at the Event. Vendors shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance level.
15. CANCELLATION OF EXHIBIT SPACE – Cancellation by the Vendor after January 31, 2023 will not be eligible for a refund of Vendor fees.
16. IMPOSSIBILITY – The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disease, pandemic, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Facility. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.
17. PARKING – Parking is available on site. Vendors will be directed to the Vendor parking area.
18. AMENDMENT TO RULES – Any and all matters or questions not specifically covered by the preceding Rules and Regulations shall be decided solely by the Event Management without notice and all amendments so made shall be binding on the Vendor.
19. ATTORNEY’S FEES AND COSTS – In the event of the use of an attorney by Event Management to enforce any part of the Contract, all costs, including reasonable attorney’s fees, will be paid by the Vendor.
20. USE OF VENDOR BOOTH – The Event Management may, at its discretion at any time, use photographs, videos, logos and testimonials of any vendor for its own publicity use.
21. COPYRIGHT - The Mountain Fest logo and Mountain Man image and any parts thereof are Copyright © 2021 by the Elk County Wilds Tourism Association (ECWTA). All rights reserved. Any use including reprinting, copying, sublicensing, modifying, publishing, assignment, transfer, sales, or other distribution of Mountain Fest logo and/or Mountain Man image, in parts or as a whole, is strictly prohibited without the prior written consent of the ECWTA. Logo or image may NOT be printed, engraved, stitched, etc. on any merchandise, media, products, etc. without prior WRITTEN consent of the ECWTA.
22. ENTIRE CONTRACT – This instrument and the Vendor Application contain the entire Contract between the parties relating to the subject matter hereof. The parties have made no contracts, representations or warranties, relating to the subject matter hereof which are not set forth herein. Failure to enforce any provision hereof by Event Management shall be deemed as a waiver with respect to such provision after demand by Event Management for strict performance of this agreement. No modification to this Contract shall be valid unless made in writing and signed by the parties hereto.
23. SUBMITTING APPLICATION – The Vendor agrees to return application, fees, signed contract and proof of insurance by February 17th either online or to: Elk County Wilds Tourism Association, PO Box 571, Ridgway, PA 15853 or via email to ElkCountyWilds@gmail.com.
24. ACCEPTANCE – This document shall not constitute a contract between the parties until acceptance by the Event Management.

## FOOD TRUCKS AND ALCOHOL VENDORS ONLY

Use the diagrams to answer the following questions. Please answer ALL of the questions.

What is the total length of your trailer **including the hitch**? \_\_\_\_\_

Which side of the trailer do you serve from? A, B, or C? \_\_\_\_\_

What is the total height of your trailer including AC unit and/or vents? \_\_\_\_\_

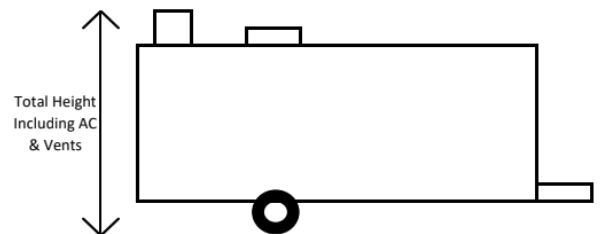
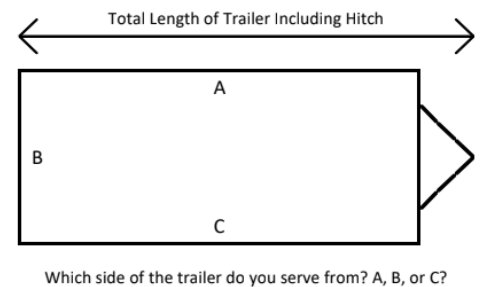
What amperage do you require? \_\_\_\_\_

What type of plug do you use? \_\_\_\_\_

Do you require ventilation? \_\_\_\_\_

Will you be using a generator? \_\_\_\_\_

Do you cook outside of your trailer? \_\_\_\_\_



We will work with all food and alcohol vendors to schedule a date and time to set up starting on Wednesday, March 1st. Food and alcohol vendors will be located in the order their applications are received, as space allows, and in the order of arrival. It is possible that you will not be in the space originally assigned because we have to line up trailers as they arrive and according to their size and electrical specifications. We must receive your vendor fee and certificate of insurance before your space will be allocated.