



# PRODUCT VENDOR APPLICATION

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On September 14, 2019, SmartHub Foundation will produce the second annual Lancaster MusicFest, an exceptional community experience that brings together live music, local food, local craft beer (for those 21 and over), street performers, local artisans, and plenty of space to relax with friends, all in a fresh air festival environment at Buchanan Park in Lancaster, and all for the benefit of local nonprofit organizations that are making a meaningful impact in Lancaster.

Lancaster MusicFest is the flagship event produced by the SmartHub Foundation, whose vision is to create a more engaged, healthy and vibrant Lancaster. The event drew in 750 attendees last year and is expected to draw 1500 to 2000 in 2019.

Your support of Lancaster MusicFest is a great way to participate in the rich music culture for which Lancaster has become known, while partnering with other leading businesses, organizations and individuals to support Lancaster Housing Opportunity Partnership (LHOP) and Children's Miracle Network.

## APPLICATION DEADLINE: MONDAY, JULY 29

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Submit your completed application to [event@lancastermusicfest.com](mailto:event@lancastermusicfest.com) by Monday, July 29. **The early registration discount is valid for applications submitted by Monday, June 17.**

## ACCEPTANCE

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You will be notified by email starting on Friday, August 2 if your application has been accepted. **Once accepted, please complete the steps below by Monday, August 12.**

\_\_ Email your certificate of insurance listing the City of Lancaster and SmartHub Foundation as additional insured to [event@lancastermusicfest.com](mailto:event@lancastermusicfest.com)

\_\_ Mail your payment to the address below. Checks should be made payable to SmartHub Foundation.  
SmartHub Foundation  
930 Red Rose Court  
Suite 209  
Lancaster, PA 17601

## EVENT SCHEDULE

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Set-Up	Saturday, September 14	7am – 9:30am
	<i>* Access to the vendor site will NOT be available after 9:30am or before 7am on Saturday, September 14. Vendors must be set up by 9:30am Saturday with support vehicles removed from festival grounds.</i>	
Sell Times	Saturday, September 14	11am – 8pm

## VENDOR APPLICATION RULES AND POLICIES

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- 1) Submitting an application does NOT guarantee you a space. SmartHub Foundation will be accepting a limited number of vendors for this event. Having been accepted in the past does NOT guarantee you a space, seniority or any special acceptance privileges. Applications will be reviewed by SmartHub Foundation and vendors will be selected based on a number of criteria, including: proposed items, completeness of application, space requirements, appearance of stand, and adherence to rules. Preference may be given to event sponsors, Lancaster County businesses, uniqueness of items and the order in which applications are received. If you are a new vendor, you must include a minimum of two references from a minimum of two other events. All non-compliant applications will be returned as incomplete.
- 2) Vendors may submit applications for more than one vending space, providing that the two locations requested offer different items. Acceptance of two different vending proposals from the same vendor does not indicate that the stands will be adjacent to one another. Stands will be arranged within Lancaster MusicFest based upon the nature of the items offered. Vendors should make sure they have the resources and staff to operate two vending locations.
- 3) Vending permits are not transferable by sale or trade. If a vendor sells or transfers title to their business after being accepted into Lancaster MusicFest, the letter of acceptance issued by SmartHub Foundation will be null and void.
- 4) Vendors may only sell the items listed on their application during the listed sell times. New items may not be added after acceptance has been granted. Vendors must post prices for all items as listed in their application. Any vendor who does not post their pricing or who changes prices from those submitted will be removed from the event area with no reimbursement of vendor fees, and will not be invited to submit proposals for future events.
- 5) Vendors who have exhausted supplies or are eager to travel, may not leave prior to the official end time of the event, unless dismissed by the SmartHub Foundation event coordinator. Vendors who do not adhere to event published vending times will not be invited to submit proposals for future events.
- 6) **Acceptance:** Once accepted, your vendor fees must be submitted to SmartHub Foundation by Monday, August 12. If payment is not received by this deadline you risk losing your space to another vendor. All cancellations must be submitted in writing 14 days before the scheduled start of the event. Regardless of cancellation date, the vendor is still responsible for paying their vendor fee for the contracted amount. After receipt of fee, no refund of vendor payment(s) will be made to any vendor under any circumstances.
- 7) **Parking:** For safety reasons, NO PARKING will be permitted on festival grounds. Support vehicles and trailers must be un-hitched and parked off-site.
- 8) **Set-Up:** All vendors must be available to set up during the listed set-up times when SmartHub Foundation event staff is on-site. No tables, chairs, weights, or other supplies will be provided for vendor spaces. The use of ballast blocks, water barrels or other weights is permitted as long as it done safely per the tent manufacturer recommendations. Tents with stakes shorter than 10 inches in length will be permitted. Once accepted, you may not increase the size of your vending space or bring supply vehicles or tent weights that require more space.
- 9) **Weather:** This is a rain or shine event. In the event that severe weather or a declared state of emergency results in cancellation of any or all Lancaster MusicFest days or limits MusicFest hours of operation on certain days, NO REFUNDS WILL BE ISSUED BY SMARTHUB FOUNDATION FOR ANY REASON.

## **LIABILITIES AND INSURANCE COVERAGE**

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All approved vendors will need to provide the following coverage if accepted. Proof of Insurance needs to be provided at least 2 weeks prior to vendor arriving on-site.

### **Additional Named Insured**

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The vendor shall furnish SmartHub Foundation one (1) copy of a Certificate of Insurance issued by an insurance carrier having a minimum of an "A" rating and a financial class size VII as defined by the AM Best Rating Guide for coverages required, with the City of Lancaster and SmartHub Foundation named as an additional insured for all coverages, other than Workman's Compensation and Employers Liability. This Certificate of Insurance shall reflect the actual amount of insurance in force. It should not reflect the minimum insurance requirements required by this bid specification.

### **Accident Notification**

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In the event of an accident of any kind which involve the general public and or private or public property, the vendor shall immediately notify the Director of Lancaster MusicFest and shall provide a full accounting of all details of the accident. The vendor shall furnish SmartHub Foundation with copies of all reports of such accidents at the same time that the reports are forwarded to other interested parties.

### **Indemnity Agreement**

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The vendor shall indemnify and save harmless SmartHub Foundation and their officers, agents and employees from any and all liability, losses or damages, including attorney's fees and cost of defense, SmartHub Foundation may suffer as a result of claims, demands, suits and actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of the Vendor under this contract including operations of any Sub-vendors, and the Vendor shall at his or her own expense appear defend and pay all charges of attorney's and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgments shall be rendered against the City in any such act, the Vendor shall, at his or her own expense satisfy and discharge same. The Vendor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by the vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City herein provided. In event of any conflict between the language of the insurance policy(s) and the above recited indemnity agreement, the indemnity agreement shall govern.

### **Insurance**

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Policy Cancellation/Change Notice - The Vendor shall furnish a certified copy of the insurance policy(s) to SmartHub Foundation upon request. The policy(s) shall provide, in the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until sixty (60) days after SmartHub Foundation has received notice from the insurance company(s). Such notice shall be mailed to:

Director of Lancaster MusicFest  
SmartHub Foundation  
930 Red Rose Court – Suite 209  
Lancaster, PA 17601

Only an insurance company having at least an "A" Policyholders rating with a financial class size VII as listed in the most recently published Alfred M. Best and Company Insurance Guide, will be considered acceptable.

## **BUCHANAN PARK ELECTRIC RULES**

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1. SmartHub Foundation reserves the right to disconnect power to any vendor or event that is not in compliance with these rules, City / State / Federal codes, or that poses a safety hazard. SmartHub Foundation will not be responsible for any damage to electric equipment or loss of food or revenue as a result of power being disconnected.
2. Buchanan Park's temporary electric power system is designed for use during dry conditions. In the event of rain SmartHub Foundation may at its discretion disconnect all power.
3. In the event of rain or lightning the city may be unable to disconnect temporary direct feed connections when requested. As soon as conditions improve to a safe level, staff will begin any requested work.
4. Direct connection of vendor supplied cable to panel. 120 Volt or 240 Volt connections.
5. SmartHub Foundation is only responsible to provide electric power at our panel locations. It is the vendors responsibility to provide all cords needed to reach the panel locations.
6. All electric cords used during an event must be heavy duty outdoor rated 10/3 grounded cable.
7. Any electric cord or hose that are run over a hard surface (sidewalks, pathways or roadways) must be run in a cord ramp. Taping cords down is no longer an approved method.
8. All electric connections will be disconnected at the scheduled end time of the event.

## **WATER USAGE**

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SmartHub Foundation **WILL NOT** be able to provide you with access to water. Vendor must provide all necessary water, connections, filters and hoses for vendor water use. Please plan accordingly.

## **ANCILLARY ITEMS**

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Vendors are responsible for any of the following items needed to provide their service to our customers: signage, folding tables, chairs, lighting, and runners to cover electrical cords causing a public safety hazard.



# PRODUCT VENDOR APPLICATION

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Please enter all pertinent information in the spaces below.

Organization Name: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Cell Phone Number of Authorized Official to be in Attendance \_\_\_\_\_

Do you reside in the County of Lancaster (working or owning property does not apply)? If yes, please provide your residential street address:

\_\_\_\_\_

Facebook URL: \_\_\_\_\_

## ITEMS AND PRICES

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No political products of any kind may be sold or displayed at the festival.

Selling product: \_\_\_Yes \_\_\_No

Items to be sold or on display: \_\_\_\_\_

\_\_\_\_\_

General pricing: \_\_\_\_\_

\_\_\_\_\_

## VENDOR SPACE

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\_\_\_ 10x10 \$50

\_\_\_ 15x15 \$80

\_\_\_ 20x20 \$100

**SUBMIT YOUR APPLICATION BY JUNE 17 TO SAVE 10% ON THE ABOVE RATES!**

# ELECTRIC

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Volts – Amps - Quantity	Equipment (description)
110v - 20 _____	_____
- 30 _____	_____
- 40 _____	_____
- 50 _____	_____
- 60 _____	_____
- 70 _____	_____
220v - 20 _____	_____
- 30 _____	_____
- 40 _____	_____
- 50 _____	_____
- 60 _____	_____
- 70 _____	_____

\_\_\_ I WILL BRING MY OWN GENERATOR

\_\_\_ I DO NOT NEED ELECTRICITY

## READ BEFORE SIGNING

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Vendors will adhere to all rules and regulations of SmartHub Foundation and Lancaster MusicFest listed within this application. The appearance and conduct of the vendor and their staff will be in keeping with the image and purposes of Lancaster MusicFest. If a vendor is in violation of any of the requirements of this permit or the festival rules and regulations, SmartHub Foundation reserves the right to terminate this permit at any time. Please sign and return to Mitch Gready at [event@lancastermusicfest.com](mailto:event@lancastermusicfest.com). By signing below, I agree to all vendor rules as listed in this application including parking, payment and electric rules.

### ALL FORMS MUST BE SUBMITTED ELECTRONICALLY!

Submitted by:

Date:

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