



TriState Events
Freedom Fest PA
Vendor Agreement



Vendor Agreement is made effective the date in which said Vendor completes and dates agreement; however, Vendor's are herein notified; all event booths/spaces are rented on a first come first serve basis. Vendor Agreement is made between **Event Organizer**. Dyalto Enterprises, LLC. dba. TriState Event Planning Services (TriState Events). **Physical Registered Address**. 136 Harvest Wagon Way Greencastle PA 17225-8507. **Mailing Address**. PO BOX 128 Greencastle, Pennsylvania 17225; **Email Address**. events@tristateevents.org; Office. (717) 262-8839; **Master Website** www.tristateevents.org. **Event Website**. <https://www.freedomfestpa.com> and the and the respective Vendor signee.

TERMS & CONDITIONS

1. VENDOR DEFINITION. (<https://languages.oup.com/>) Vendor a person or company offering something for sale, especially a trader in the street: "an Italian ice cream vendor."

- A person or company whose principal product lines are office supplies and equipment.
- Law the seller, especially of property.

- a) The following is offered as merely an example: 1) vendor refers to any "individual and/or business" who may display any of the following list of products or services but not limited to arts, crafts, retail, commercial; and/or any other types of promotional branding merchandise or products in a manner to which to display in a selling and/or demonstration manner for the public viewing; to exhibit; to showcase. 2) vendor may include any "individual and/or business" who may display any of the following list of products or services but not limited to any type of nonprofit organization or affiliation/business 501(c)(3) and/or who may choose to participate to raise awareness or fundraiser on behalf of their cause. 3) The definition of vendor may also refer to any "individual and/or business" who displays and/or sells any of the following list of products or services not limited to -beer, wine, spirits, cider, hard cider, liquor, beer, mead, etc.
- b) These are typically commercially made including but not limited to those that are licensed to serve on their own premises as well as permitted to set up at festivals, fairs, and other types of

32 similar events. These would also include serving and/or selling manner to then demonstrate for
33 the public viewing, tastings, exhibit and/or to consume or to showcase in a like manner as to not
34 limited the hosting of and/or selling, promoting, branding, ones branded or logoed merchandise
35 onsite.

36 **NOW, therefore it is hereby agreed upon that:**

37 **2. PURPOSE.** For the PURPOSE of the Vendor Agreement, *ALL* Vendors and/or his/her appointee;
38 hereinafter, referred to as the “Vendor” anywhere hereinafter fully understand and are made
39 effectively aware that the date said Vendor completes, electronically e-signs online or applies a wet
40 signature is hereby held responsible to all agreed upon terms and conditions set forth in this contract.

41 **NOW, THEREFORE,** it is agreed that: **PURPOSE.** TriState Events and the Venue agrees to provide
42 space for Vendor to conduct his or her business on the grounds of **Winsome Ranch** (Venue), at the
43 **Freedom Fest PA**. Use of the **Winsome Ranch** (Venue) is limited to specific Vendor spaces allotted
44 by the buildings administration and individual spaces are designated by Event Organizer.

45 **3. EVENT DATES AND HOURS OF OPERATION.** Hereinafter, the inaugural **Freedom Fest**
46 **PA**, a fundraiser benefiting Selfless Service will commence on **Thursday, July 3rd and extend until**
47 **Sunday, July 6th**. The hours of operation daily will be from **2:00 PM to 10:00 PM**. The event will
48 be held at **Winsome Farm Ranch Resort, 444 Nealy Rd, Newville, PA 17241** (herein after referred
49 as the 'Venue') <https://www.winsomefarmrider.com>.

50 **4. APPEARANCE.** Vendors’ responsible for cleaning and maintaining his or her reserved booth space
51 in an organized and neat manner including but not limited to the removal of bulk trash, individual
52 trash, and any additional smaller trash/debris in and around his or her booth area. Should Vendor fail
53 to keep his or her reserved booth space in an orderly manner an additional trash removal fee may be
54 assessed.

55 **5. DISPLAYS AND SIGNS.** All displays inside any Venue, building (hereinafter referred to
56 “building”), or grounds must be free standing. Nothing may attach to walls or columns of the building,
57 if applicable, by any means at all. Signs should not block other Vendor's shops/booths. As
58 aforementioned, *ALL* signs may not attach to the walls or columns of the building/venue, grounds, or
59 within each Vendor’s space(s).

60 **6. QUALITY PRODUCTS.** Each Vendor shall ensure proper quality of the products sold. Vendor
61 must comply with all applicable laws as to the products and/or services sold by said Vendor's.

7. **PAYMENT.** Vendor is provided the agreed upon booth space in exchange for the required agreed upon registration amount as indicated on said contract information form, signed, and returned. Vendors are responsible for his or her own tables, chairs, canopies, canopy weights, extension cords, table linens, display décor, etc. Event Organization(s) do not provide any supplies mentioned above including but not limited and/or any of the following tape, clips, paper, etc. Vendors requesting such supplies, and/or equipment will incur additional fees. Attendees, Children, and/or *all* other persons attending the event including but not limited to those individuals under the age of <21 must purchase a ticket and ensure he or she has the age-appropriate wristband. Vendor Booth Registration ONLY pays for Vendors' entry into the event. All person's must be prepared to show State Issued ID, including Vendors' Helpers, Staff, Volunteers, and/or Employees, etc. Additional booth spaces may be available and reserved upon request, first come first serve basis. *** Booth diagram will be provided to the Vendor at the time of setup. ***

62 8. **INDOOR SPACE(S).** The Indoor Arena is limited to booth spaces available. Vendors will be
63 permitted to rent 10-foot x 8-foot booths on a first come first serve basis inside the indoor arena.

64 9. **OUTDOOR SPACE(S).** Vendors may select outdoor 10-foot by 10-foot booths. Vendors are
65 responsible for bringing table(s), chair(s), and canopies (for outside spaces) unless otherwise herein
66 notified. Vendors are not allowed to extend over into other Vendor's spaces.

67 10. **VENDOR BOOTH PROVISIONS.** The following provisions are provided, per Vendor, per
68 request, upon availability on a first come first served basis.

69 a) Additional 10-foot x 8-foot inside or 10-foot by 10-foot outside may be rented/reserved upon
70 availability.

71 b) Electricity on a per Venue per Vendor basis. For this site there is electricity both inside and outside
72 on a limited basis on a first come first serve basis, at additional cost. Vendors who are caught
73 connecting to electricity without prior reservations and electricity fee payments will be subject to a
74 fine and/or requested not to return to future events with TriState Events.

75 c) TriState Events uphold values such as honor, trust, honesty, and integrity. These same values from
76 Vendors are not only appreciated but are expected.

77 d) **ALL Vendor Booth Rental Fees *MUST* be *PAID IN FULL* along with *ALL REQUIRED***
78 ***INSURANCE* documentation PRIOR ACCEPTANCE & ARRIVING to SETUP.**

79 ****** PAYMENT LINK is HERE ON THE WEBSITE ******

80 e) **Outdoor Booth Space [10-Foot x 10-Foot] {4-Day \$300}** **\$200**
81 (ReSeller/Distributor/Commercial/Crafter-Retail Branding)

82 f) **Indoor Space [10-Foot x 8-Foot] {4-Day \$300}** **\$230**
83 (ReSeller/Distributor/Commercial/Crafter-Retail Branding)

84 ***** NONPROFIT ONLY *****

85 g) **Outdoor Booth Space [10-Foot x 10-Foot] \$125** (no retail products for sale,
86 education material only, no for-profit transactions)

87 h) Vendors are not allowed to represent more than one (1) business within each booth space,
88 without adjusting the Booth Registration Fee to allot for more than one (1) business. If more
89 than one (1) business is being represented, Vendors are required to reserve an additional space
90 for the additional business.

91 i) Vendors ARE NOT permitted to extend over into another Vendor's space(s). No Exceptions!
92 Vendors should not leave his/her space unattended for any time during the event's operating
93 hours without adequate coverage.

94 j) Vendors should not leave his/her space unattended for any period during the operating
95 hours of said event unless coverage is available. Please partner with a neighboring Vendor for
96 assistance with coverage for restroom breaks **ONLY**, as warranted.

97 **11. SERVING AND CONSUMING ALCOHOLIC BEVERAGES. ILLEGAL DRUGS**

98 **PROHIBITED.** Vendor(s) and/or Vendor's Representative(s), Helper(s), Volunteer(s),
99 Employee(s), etc. agree to comply with all Pennsylvania State, Cumberland Valley, Cumberland
100 County, and/or the Township of Newville hereby swear to uphold adherence to all ordinances
101 and laws according to along with following all of the rules and regulations set forth by the Event
102 Organizing Company, TriState Events and the Venue's policies, procedures, and guidelines,
103 thereof, pertaining to the service, sell, and consumption of alcoholic beverages at any event
104 hosted by and/or held on said property. Vendor(s) selling or serving expressly agree to assume
105 all liability and indemnify Dyalto Enterprises LLC, TriState Event Planning Services along with
106 its Leadership Team and Staff and/or Volunteers, the Venue, along with the Township of
107 Newville and Cumberland County and all other its directors, officers, employees, affiliates,
108 subsidiaries, assigns, and agents and any additional individuals within those institutions
aforementioned from any claim for damages arising from Vendor(s) participating in said event,

109 its guests or agent serving or consuming alcoholic beverages during or relating to Vendor(s)'
110 event booth rental. Illegal drugs are strictly always prohibited from Venue's property without
111 exception. Vendor(s) expressly agree to assume all liability and indemnify TriState Events, its
112 directors, officers, employees, affiliates, subsidiaries, assigns, and agents as well as the Venue
113 from any claim arising from Vendor(s), its guests or agent serving or consuming illegal drugs
114 during or relating to Vendor(s)' booth rental.

115 **I.** Only licensed servers or business owners may serve or distribute alcoholic beverages during the
116 event and must provide proof of licensure and insurance to TriState Events at the time of Vendor
117 Registration Packet submission. TriState Events reserves the right to allow only certain Vendors
118 to serve alcohol.

119 **II.** The following are PROHIBITED concerning the service or consumption of alcoholic beverages
120 by Vendor(s), its guests, its agents or other third on Venue's property:

- 121 a. Serving an alcoholic beverage by any person without a State Issued ID showing date of birth;
122 a \$250 fee will be assessed for any party found serving alcohol without a licensed bartender.
- 123 b. Serving an alcoholic beverage by any person under the age of twenty-one (21).
- 124 c. Serving any alcoholic beverage to any person without first obtaining a government issued I.D.
125 verifying the person is at least twenty-one (21).
- 126 d. Serving any alcoholic beverage to any person who is visibly intoxicated or reasonably
127 suspected to be impaired.
- 128 e. Serving any alcoholic beverage to any person who is a minor or to any person with reason to
129 believe that such alcoholic beverage will be given to a minor.
- 130 f. Vendor(s), its guests or any third parties leaving the event with any open alcoholic container.
- 131 g. Serving or consuming alcoholic beverages using a bar type structure.
- 132 h. Unused Alcoholic Beverages. Any unused alcoholic beverages may not be left at an event at
133 its conclusion. Alcoholic beverages that are open and unused that are not in saleable condition
134 shall be destroyed. Unopened alcoholic beverages or alcoholic beverages that are open and
135 unused that are in saleable condition shall be removed from premises at the time the Vendor
136 departs.

137 **III. ALL Vendor(s), Server(s), and Business Owner(s).** All Vendor(s), Server(s), and Business
138 Owner(s) must comply with the following:

- 139 a. Any server handling alcoholic beverages must be twenty-one years of age or older.
- 140 b. All Business Owner(s) must provide TriState Events with a list of licensed alcohol servers
141 they will have participating in the event with them who will also be serving alcohol.
- 142 c. **Vendor(s), Server(s), and Business Owner(s) participating as a “Vendor” may not**
143 **consume or be under the influence of alcoholic beverages while participating in the**
144 **event.**
- 145 d. Any server who sells or serves alcoholic beverages does so under the direction and supervision
146 of the stated Vendor.
- 147 e. Prior to Vendor(s) agrees to inform all their servers concerning the above provisions.
- 148 f. Vendor(s) agree that failure by Vendor(s) or by any their immediate servers shall be cause for
149 TriState Events and/or the Venue Representatives or Management Staff to immediately ask
150 them to leave the event and may not be permitted to contract with future events.

151 **12. INCLEMENT WEATHER.** For all inclement weather please refer to the Event Organizers master
152 website for the company’s inclement weather policy located **INSERT hyperlink URL @**
153 **tristateevents.org.**

154 **13. POLICY VIOLATION.** If *ANY* Vendor wrongfully violates this agreement. involuntarily or
155 voluntarily, said Vendor will not be permitted to sign into future Vendor Agreements with TriState
156 Event Planning Services and/or its Affiliates.

157 **14. INSURANCE REQUIRED or OPTIONAL.** *Vendors are HIGHLY encouraged to carry*
158 *liability insurance pre, during, and post participation in any event managed by and/or with TriState*
159 *Events.* Vendors are the exclusive primary liable party responsible for obtaining insurance coverage
160 on the property he or she brings into the building. TriState Events and/or Winsome Ranch (Venue)
161 accepts no liability for lost, stolen or damages to property or property/products owned by Vendor and
162 is not required to carry additional insurance to cover his or her property and/or products. Holding
163 business liability insurance for events is the responsibility of the Vendor as it will provide protection
164 for Vendor, and attendees alike should anyone become injured while occupying Vendors’ specific
165 area of the event, should products become damaged, stolen, etc. while participating in the event, or
166 God forbid a Natural Disaster should occur.

167 **15. INDEMNIFICATION.** Vendor agrees to indemnify and hold TriState Events, and/or Winsome
168 Ranch (Venue) harmless from all claims, losses, injuries, expenses, and fees including attorney fees,
169 costs, and judgments that may be asserted against TriState Events and/or Winsome Ranch (Venue)
170 that result from the acts or omissions of Vendor and/or any of the Vendor's employees, agents, or
171 representatives. TriState Events or Winsome Ranch (Venue) shall be solely responsible for ensuring
172 all applicable laws are followed and complied with in selling and presenting of TriState Events, and/or
173 Winsome Ranch (Venue) products and services at the event.

174 **16. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is
175 prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force
176 Majeure"), and if the party unable to carry out its obligations gives the other party prompt written
177 notice of such event, then the obligations of the party invoking this provision shall be suspended to
178 the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of
179 God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil
180 authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work
181 stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts
182 under the circumstances to avoid or remove such causes of nonperformance and shall proceed to
183 perform with reasonable dispatch whenever sonable control of a party if committed, omitted, or
184 caused by such party, or its employees, officers, agents, or affiliates.

185 **17. ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be
186 resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of
187 the American Arbitration Association. The parties shall designate a mutually acceptable arbitrator
188 knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are
189 unable to agree to such a selection, each party will designate an arbitrator and the two arbitrators in
190 turn shall designate a third arbitrator, all three of whom shall preside jointly over the matter. The
191 arbitration shall take place at a location that is reasonably centrally located between the parties, or
192 otherwise mutually agreed upon by the parties. All documents, materials, and information in the
193 possession of each party that are in any way relevant to the dispute shall be made available to the
194 other party for review and copying no later than 30 days after the notice of arbitration is served. The
195 arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive
196 damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in
197 connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding

198 on the parties, and judgment may be entered in conformity with the decision in any court having
199 jurisdiction. The Contract to arbitration shall be specifically enforceable under the prevailing
200 arbitration law. During the continuance of an arbitration proceeding, the parties shall continue to
201 perform their respective obligations under this Contract.

202 **18. VENDOR RESPONSIBILITY.** Vendors cancellation or notification of inability to participate in
203 said event does not negate the fact that *ALL* registration fees, sponsor, and/or donation of any products
204 and/or monetary donation towards door prizes, booth space, or raffles or overall event(s) are
205 completely NON-REFUNDABLE.

206 **19. FORFEIT BOOTH.** Vendor must detail ALL product(s) and/or service(s) they wish to offer during
207 the event, no exceptions. Vendor may host a contest or drawing to obtain the attendees contact
208 information would be considered a solicitation whereas the Vendor would then benefit from the “lead”
209 generation. In generating “leads” through these methods, each Vendor must ensure he or she is fully
210 aware of all federal, state and/or local laws that protect consumers unwanted solicitations and/or his
211 or her right to privacy. Furthermore, Vendors are also notified they must not continue pursuing
212 attendees who evidently display unwillingness to participate in Vendor’s solicitation quest (i.e.,
213 walking behind attendee down aisle is prohibited). If this behavior is witnessed, the Vendor may
214 receive a warning on the first offense, may be asked to vacate the event and/or may risk not be
215 permitted to participate in future events.

216 Vendor acknowledges that by signing they furthermore discharge Dyalto Enterprises LLC, TriState
217 Event Planning Services (TriState Events) and/or Venue including either of its directors, officers,
218 employees, affiliates, subsidiaries, assigns, and agents including the Venue and any additional
219 individuals within those institutions from any claim for damages arising from any responsibilities,
220 claims, loss, or damage while participating in the event/show.

221 **20. PARKING POLICY.** To ensure ample and adequate parking spaces Vendors are assigned a specific
222 parking area at every Venue. Vendors will receive further information via email and/or instruction
223 detailed within the diagram of the property and/or any facility on the grounds pertaining to where
224 Vendor parking will be located.

225 **a.** All Vendors are required to finish unloading their vehicle, trailer, storage truck(s) then relocate
226 their vehicle to the designated “Vendor Parking Area.”

227 **b.** Vendors are hereby notified that this parking rule will be strictly enforced by the onsite Safety
228 Director, their designee, as well as any of the additional Event Staff Representative(s).

- 229 c. Vendor(s), along with their employee(s), representative(s), volunteer(s), and/or helper(s) who may
230 be also accompanying stated Vendor at the event may also park in the Vendor designated “Vendor
231 Parking Area”; however, they must also obtain a “**VENDOR PARKING PASS.**”
- 232 d. Each Vendor and/or his/her designated personnel participating in the stated event *must* ensure the
233 parking pass [may be retrieved from the Event Organizer during Set-Up on Friday and/or Saturday
234 morning] is visibly displayed on the vehicle’s dash. If the “VENDOR PARKING PASS” is *not*
235 visible the Vendor runs a risk of having his/her vehicle being towed at his/her and/or the owner’s
236 expense.
- 237 e. Vendor’s may request one (1) additional “VENDOR PARKING PASS” for any additional
238 individual who may be accompanying them (i.e. employee(s), representative(s), volunteer(s),
239 and/or any additional helper).
- 240 f. Vendor must include the number of “VENDOR PARKING PASS” needed in the proper space on
241 the signature form. Failure to include does not equate to automatic forgiveness to receive at event.
- 242 g. *****FAILURE TO COMPLY** with these parking rules may result in said VENDOR being excluded
243 from receiving a “VENDOR PARKING PASS.” ***** ANY VEHICLE PARKED IN A NO
244 PARKING AREA WILL BE TOWED AT THE OWNER’S EXPENSE. *****

245 **21. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provisions of
246 this Contract shall not be construed as a waiver or limitation of that party’s right to
247 subsequently enforce and compel strict compliance with every provision of this
248 Contract/Agreement.

249 **OPTION 1:** By completing the information sheet located on the website Vendor is admitting that he
250 or she has thoroughly read through each of the only Vendor Agreement details and agrees with all
251 the details listed. Vendor the Vendor Agreement once completed to the Business Fax Number listed
252 below as it is not recommended to send via United States Postal Service due to the Vendor Booth
253 Space not officially being reserved until the Full Vendor Booth Reservation Fee has been paid via the
254 Vendor Payment Portal on TriState Events web site as well as receipt of the completed/signed Vendor
255 Agreement.

256 **OPTION 2:** You may scan then send completed/signed Vendor Agreement via email to the Business
257 Email Address listed below while next visiting the TriState Events web site listed below to finalize
258 the Vendor Booth Reservation Fee payment, scroll to the bottom of the front page to the link for
259 Vendor Payment Portal.

260 **Disclaimer:**

261 The information contained herein is not limited to and/or all inclusive; however, serves to
262 protect those members, coordinators, and/or venues from all claims, losses, injuries, expenses,
263 and/or fees including but not limited to attorney fees, costs, and/or judgments that may be
264 asserted against the aforementioned named above from any such acts or omissions of acts
265 related to said event.



Vendor Agreement



EVENT VENUE: Winsome Farm Ranch

LOCATION: 444 Nealy Road Newville, PA

(PRINT LEGIBLY)

Participant Name: _____ **Contact Name:** _____
REQUIRED **REQUIRED**

Name(s) of Helpers: _____
REQUIRED

Business Legal Name: _____ **Doing Business As Name:** _____
REQUIRED

Business Tax ID (TIN): _____ **Business Sales Tax ID:** _____
REQUIRED **REQUIRED**

Business Phone: _____ **Mobile Phone:** _____
REQUIRED **REQUIRED**

Street Address: _____ **City:** _____ **State:** _____ **Zip:** _____
REQUIRED

Website: _____
REQUIRED

Email: _____
REQUIRED

Type of Product or Service. _____
REQUIRED (Craft, Toys, Health, Pet, Politics, Home Improvement, Direct Sales, Bakery, Wood Furniture, etc.)

BOOTH POLICY: [ONLY one business permitted to occupy a space.] # of Parking Passes (2 MAX). _____

List ALL Products/Services to be offered during the event. Use separate sheets of paper, as needed. **REQUIRED**
REQUIRED

**** \$12.00 SERVICE FEE MUST BE ADDED TO ALL CHECKS & MONEY ORDERS ****

TriState Event Planning Services/ Office: (717) 262-8839/ Fax: (717) 597-0226

Email: events@tristateevents.org / Mailing Address: PO BOX 128 Greencastle, PA 17225

Physical Address: 136 Harvest Wagon Way Greencastle, PA 17225

<https://www.tristateevents.org/> / <https://www.freedomfestpa.com/>

Checks, Money Orders, & Cashiers Checks, make payable to TriState Events or Dyalto Enterprises LLC.

A \$50.00 FEE will be assessed on ALL Returned Checked.

BY ESIGNING, ELECTONICALLY or AFFIXING A SIGNATURE TO THIS CONTRACT, I KNOWLEDGE THAT I HAVE RECEIVED AND READ ALL THE TERMS & CONDITIONS, RULES/GUIDELINES AND AGREE TO ABIDE BY THOSE SET FORTH HEREIN.

Event Organizer Print Name

Event Organizer Signature
REQUIRED

Vendor Print Name

Vendor Signature
REQUIRED