

**TriState Events**  
**COMMERCIAL VENDOR AGREEMENT**  
**“Bikes, Battle of the Bands, & BBQ”**

**PROCLAMATION:** This Vendor Agreement shall be set forth and legally bound this day between said Vendor and TriState Event Planning Services (TriState Events), Cindy Burgener (Event Planner) whereas Vendor shall pay a his or her Vendor Booth Fee directly via PayPal to [events@tristateevents.org](mailto:events@tristateevents.org). The FULL Vendor Booth Reservation Fee accompanied by the “Vendor Agreement” are the only two transactions that will secure your Vendor Booth Space as TriState Events’ policy as illustrated below illustrates “VENDOR BOOTH SPACES ARE NOT HELD, NO EXCEPTIONS”. Booth spaces are reserved on a first come first serve basis.

**VENDOR BUSINESS INFORMATION**

Complete each section in its entirety on the lines provided.

**Vendor Represented Business Name:** \_\_\_\_\_

**Vendor Printed Name(s):** \_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_

**Vendor Physical Address:** \_\_\_\_\_  
\_\_\_\_\_

**Vendor Email Address:** \_\_\_\_\_

**Vendor Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_

**Vendor Business Phone:** \_\_\_\_\_

**Vendor Mobile Phone:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

This Vendor Agreement is made effective as of the date in which said Vendor has completed and dated this form; however, Vendor’s are herein notified; Vendor’s who reserve event booths do so on a first come first serve basis. This Vendor Agreement is made between the TriState Event Planning Services, Dyalto Enterprises, LLC (Owner), Cindy Burgener (Event Planner) and the respective Vendor signee. TriState Event Planning Services mailing address; 1981 Market Square Blvd Waynesboro, Pennsylvania 17268; email address is [events@tristateevents.org](mailto:events@tristateevents.org); business number (717) 765-6620; website [www.tristateevents.org](http://www.tristateevents.org). For the PURPOSE of this Vendor Agreement, Vendor agrees to participate in said event located at the Venue illustrated at bottom of Agreement, WHEREAS TriState Event Planning Services will conduct said event and WHEREAS, Vendor will be engaged in his or her business during said event.

NOW, THEREFORE, it is agreed that:

**PURPOSE.** TriState Event Planning Services and the Venue agrees to provide space to conduct Vendor's business at the Venue during said Event. Use of the Venue is limited to specific Vendor spaces allotted by the buildings and grounds administration and individual spaces are and will be designated by TriState Event Planning Services.

**SPACE(S). SEE “PAYMENT” SECTION BELOW FOR MORE INFORMATION.** In general, depending on the type of event, Vendor's will be assigned a 10x10 outside space upon availability. Vendor's are responsible for bringing his/her own table(s), chair(s), and canopies unless otherwise herein notified. Vendor's are not allowed to extend over into other Vendor's spaces. Vendor(s) should not leave his/her space unattended for any period of time during the operating hours of said event unless coverage is available. The following provisions are provided, per Vendor, per request, upon availability on a first come first serve basis; 1) Additional 10x10 outside space may be rented/reserved upon availability; 2) Electricity on the grounds may be rented on a per Vendor basis. Electricity is available on a first come first serve basis and is at an additional fee per Vendor. Vendors who are caught connecting to electricity without prior reservations and electricity fee payments will be subject to a fine and/or requested not to return to future events with TriState Event Planning Services. TriState Event Planning Services upholds values such as honor, trust, honesty, and integrity. These same values from Vendors are not only appreciated but are expected.

**SET UP AND HOURS OF OPERATION.** TriState Event Planning Services will conduct and commence said event beginning @ 2:00pm on August 17, 2019 to 12:00am (Midnight) unless a natural disaster of sort or catastrophic occurrence should occur, God forbid; however, TriState Event Planning Services will notify Vendor(s) of revised hours of operation or revised extension of hours of operation or rescheduled date of event due to inclement weather, if applicable. Request a copy of our inclement weather policy. Vendor shall have all merchandise or service paraphernalia set up for his or her business, facilities, and/or products, etc. for sale beginning no later than 2:01pm on August 17, 2019. Vendor's shall not remove his or her business, facilities, and products, etc. for sale from the Venue no later than 6:01pm on August 17, 2019, unless prior arrangements are made with TriState Events Organizer & Event Planner due to the length of the event (i.e. 2pm to 12am). If additional allotments of time or special arrangements are needed, Vendor MUST notify the TriState Events Organizer & Event Planner, Cindy Burgener ONLY in order for agreement addendums to be developed. Whereas, any Vendor set up prior to event will be provided in the initial communication.

TriState Event Planning Services will be available **ON SITE** at the Venue beginning at 10am on August 17, 2019 for questions, Vendor location assignment, automobile vs. motorcycle parking set up, ticket/gate admissions set up, security gate set up and gate guidance set up. **ALL** Vendor Booth's MUST remain open for business and at his or her location between the hours of 2:00pm to 6:00pm-7:00pm (again, unless prior arrangements are made with TriState Events Organizer & Event Planner) and Vendors **ARE NOT** permitted to disassemble his or her booth space **AT ALL, NO EXCEPTIONS at any time before 6:01am (again, unless arrangements were made in advance)**. If **ANY** Vendor wrongfully violates this agreement, involuntarily or voluntarily, said Vendor will not be permitted to sign into future Vendor Agreements with TriState Event Planning Services and/or its Affiliates.

Should Vendor's need additional assistance with set up times and scheduling please call TriState Events Organizer & Event Planner, Cindy Burgener, or TriState Events Event Coordinator, Meghan Burgener,

to discuss and schedule your respective set up needs. If said Vendor is unable to attend the event, notification of cancellation must be received by **June 1, 2019**; however, cancellation or notification of nonparticipant's ability to join the event does not negate the fact that ALL registration fees and/or donations of any products towards door prizes are NON-REFUNDABLE due to the nature of this event being primarily a fundraising event.

**PAYMENT.** Vendor is provided with the agreed upon BOOTH SPACE(S) outside of the Venue in exchange for a REQUIRED BOOTH registration amount of **SEE BOTH PRICES BELOW** per **10' x 10' SPACE as this is an outdoor event only. There are no buildings to offer indoor Vendor spaces. Vendors will be responsible for supplying their own tables, chairs, and canopy(s) per 10'x10' SPACE.** Additional Vendor Booth spaces may be reserved upon request, if available, as there are limited number of Vendor Booths available. ALL booth registration fees are due no later than **June 15, 2019**. If Booth Registration Fee is paid after **June 15, 2019**, a non-negotiable **\$10.00** late fee will be assessed per each 10-day period. Booth locations will be designated by TriState Events Organizer and provided to the Vendor at the time of setup. The Vendor Event Application Fee and the Vendor Event Booth Registration Fee(s) may be paid by visiting [www.paypal.com](http://www.paypal.com) and paying to the account events@tristateevents.org. **LIGHTS:** Vendor is responsible for supplying his or her own lighting for the event such as hanging Christmas style lights around canopy to create a welcoming ambiance to entice event visitors into his or her own booth space.

**APPEARANCE.** Vendor is responsible for cleaning and maintaining his or her reserved booth space in an organized and neat manner. This includes Vendor's responsibility to remove bulk trash. Should Vendor fail to keep his or her reserved booth space in an orderly manner an additional trash removal fee may be assessed.

**DISPLAYS AND SIGNS.** All displays in the building must be free standing. Nothing may attach to buildings, poles, or trees, if applicable, by any means at all. Signs must be free standing. Signs should not block other Vendor's shops/booths.

**EARLY BIRD: On or Before June 15, 2019:**

<b>COMMERCIAL BUSINESS</b>	<b>10'x10'</b>	<b>\$60</b>	<b>(retail products &amp; branding)</b>
<b>NONPROFIT CAUSE</b>	<b>10'x10'</b>	<b>NO CHARGE</b>	<b>(non-profit)</b>
<b>ELECTRICITY</b>		<b>\$15</b>	

{Vendors must supply his or her own 100 foot outdoor extension cord)

**TOTAL: \$75**

**On or After June 16, 2019:**

<b>COMMERCIAL BUSINESS</b>	<b>10'x10'</b>	<b>\$75</b>	<b>(retail products &amp; branding)</b>
<b>NONPROFIT CAUSE</b>	<b>10'x10'</b>	<b>NO CHARGE</b>	<b>(non-profit)</b>
<b>ELECTRICITY</b>		<b>\$15</b>	

{Vendors must supply his or her own 100 foot outdoor extension cord)

**TOTAL: \$90**

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

**INSURANCE REQUIRED or OPTIONAL:**

**All Vendor's are HIGHLY encouraged to carry liability insurance when participating in ANY event managed by and/or with TriState Event Planning Services.** Vendor is solely responsible to obtain insurance coverage on property brought into the Venue Grounds. Dyalto Enterprises LLC, TriState Event Planning Services and/or Venue accepts no liability for lost, stolen or damages to property or property/products owned by Vendor and is not required to carry additional insurance to cover Vendor's property or products. Holding business liability insurance for events is the responsibility of each Vendor as it does protect you, the Vendor, should anyone become injured while occupying your specific area of the event, should products become damaged, stolen, etc. while participating in the event, or God forbid a Natural Disaster should occur.

**INDEMNIFICATION.** Vendor agrees to indemnify and hold Dyalto Enterprises LLC, TriState Event Planning Services, and/or Venue harmless from all claims, losses, injuries, expenses, and fees including attorney fees, costs, and judgments that may be asserted against Dyalto Enterprises LLC, TriState Event Planning Services and/or the Venue that result from the acts or omissions of Vendor and/or the Vendor's Employee/Helper Name(s) employees, agents, or representatives. Dyalto Enterprises LLC, TriState Event Planning Services, or the Venue shall be solely responsible for insuring all applicable laws are followed and complied with in selling and presenting of Dyalto Enterprises LLC, TriState Event Planning Services, and/or the Venue products and services at the event.

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

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall designate a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will designate an arbitrator and the two arbitrators in turn shall designate a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The Contract to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of an arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**OPTION 1:** You may fax the Vendor Agreement once completed to the Business Fax Number listed below as it is not recommended to send via United States Postal Service due to the Vendor Booth Space not officially being reserved until the Full Vendor Booth Reservation Fee has been paid via [www.PayPal.com](http://www.PayPal.com) to account name [events@tristateevents.org](mailto:events@tristateevents.org) as well as receipt of the completed/signed Vendor Agreement.

**OPTION 2:** You may scan then send completed/signed Vendor Agreement via email to the Business Email Address listed below while next visiting the TriState Events web site listed below to finalize the Vendor Booth Reservation Fee payment via [www.PayPal.com](http://www.PayPal.com) and sending to account name [events@tristateevents.org](mailto:events@tristateevents.org).

**Business Web Site:**

[www.tristateevents.org](http://www.tristateevents.org)

**Business Email:**

[events@tristateevents.org](mailto:events@tristateevents.org)

**Business Line:** (capabilities include texting, voice calls, and voicemail)

(717) 765-6220

**Business Fax:**

(717) 597-0226

**Business Address:**

1981 Market Square Blvd  
Waynesboro, PA 17268

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### TriState Event Planning Services:

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Cindy Burgener

*contract becomes legally binding upon review & company signature*

**Venue:**

Greencastle American Legion Picnic Grounds

**Venue Address:**

4775 Williamson Road  
Greencastle, PA 17225

### **VENDOR'S PARTICIPATION RISK:**

All Vendor's understand and accept the participatory risk. Moreover, regardless of and/or no matter what type of media coverage may take place and/or advertising conducted for this or any event sponsored by TriState Events, each event is at the participatory risk of each and every Vendor. Risk management is a huge concern for any Event Planner; whereas, TriState Events Organizer and Principal Event Planner, Cindy Burgener, maintains and utilizes every resource available through networking

opportunities via word of mouth, social media, various other technological streams, newsprint, television, radio, magazines, posters, flyers, and other business logo paraphernalia to engage ideal audiences ages 18+ in and around the four-state region including West Virginia, Pennsylvania, Maryland, and Virginia; however, no matter what contingency plan TriState Events may put in effect unfortunately not every event runs as planned. Often, incidents or inclement weather may occur beyond the control of the planning team. The planning team will identify any special operational considerations, where applicable.

### **Disclaimer:**

The information contained within this contract is not limited to or all inclusive; however, serves to protect those members, coordinators, and/or Venues from all claims, losses, injuries, expenses, and/or fees including attorney fees, costs, and judgments that may be asserted against the aforementioned namees from any such acts or omissions of acts related to said event.