

**TriState Events “Vendor Booth Agreement/Application”  
Event Instructions**

This Vendor Booth Agreement/Application is effective as of the date in which the Vendor has completed, signed, and dated this Vendor Booth Agreement/Application. Vendors are herein notified that event booths are reserved on a first come, first serve basis. This Vendor Booth Agreement/Application is made between TriState Event Planning Services (TriState Events) and the respective Vendor signee. TriState Events mailing address is: 1981 Market Square Blvd Waynesboro, Pennsylvania 17268; email address is [events@tristateevents.org](mailto:events@tristateevents.org); business office number (717) 765-6620; website [www.tristateevents.org](http://www.tristateevents.org).



**EVENT VENUE:** Carlisle Expo Center

**LOCATION:** 100 K Street  
Carlisle, PA 17213

**VENDOR BUSINESS INFORMATION**

Complete each section in its entirety on the lines provided.

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

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

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

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

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

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

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

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

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

**PURPOSE.** TriState Events and the Venue agrees to provide space for the Vendor's Business in the Venue during each stated Event. Use of the Venue is limited to specific Vendor spaces allotted by the buildings' administration and individual spaces are assigned by TriState Events.

**SPACE(S).** Booth space reservations and priority for all Event Vendor Booths are based on a Vendor/Exhibitors' Seniority with TriState Events. Seniority is based upon whether or not the Vendor has participated in said Craft & Vendor Event previously as those Vendors will receive first choice on each of the proceeding Annual Craft & Vendor Events. Each Vendor MUST submit his or her Event Vendor Booth Agreement/Application accompanied by the Vendor Booth Payment in order to secure Booth Space. These same Vendors are permitted to select his or her own Booth Space, when applicable; however, Vendor placement is at the discretion of TriState Events. There is no subletting or sharing of booth spaces. **No Exceptions.** Vendors are not allowed to represent more than one (1) business inside each Booth Space, without adjusting the Booth Fee to allot for more than one (1) business. If more than one (1) business is being represented, Vendors are required to reserve an additional space for the additional business.

The Space Size allotted to each Vendor will be as follows: Inside Space: **12 feet frontage x 10 feet deep;** Outside Space: **15 feet frontage x 10 feet deep.** Vendors are responsible for bringing his/her own table(s), chair(s), and canopies (all inside and outside spaces unless renting said equipment; however, Vendors do have the option to rent all necessary equipment in advance **ONLY** on a first come, first serve basis **ONLY**. Vendors are not allowed to extend over into the other Vendors' spaces. Vendors should not leave his/her space unattended for any period of time during the operating hours of the event without having proper coverage.

Electricity is available on a first come, first serve basis at an additional fee as illustrated in the table below. Vendors who are identified as connecting to electricity without prior paid reservations will be subject to a fine by TriState Events and/or may not have an option to participate in future Events.

TriState Events upholds values such as honor, trust, honesty, and integrity. The following provisions for rental purposes are provided, per Vendor, per request, upon availability on a first come first serve basis.

**PARKING.** To ensure there are ample and adequate parking spaces near the building for our guests and patrons who attending each of our Events held at the Venue, ALL Vendors are required to finish unloading his or her car or truck or trailer then park their vehicle in the designated "Vendor Parking" areas. Vendors are hereby advised that this parking rule will be strictly enforced by the onsite security. ***ALL VENDORS MUST BE PARKED IN THE DESIGNATED "VENDOR PARKING AREA" AND MUST HAVE THE PARKING PASS VISIBLY DISPLAYED ON THE VEHICLE'S DASH OR IT WILL BE TOWED AT OWNERS EXPENSE.*** Additional PARKING PASSES available for helpers, upon request. Vendors will receive a "VENDOR PARKING PASS" from a member of the TriState Events Staff prior to or during "Set-Up" on each Set-Up dates and times specified in the Set-Up Section below. ***FAILURE TO COMPLY WITH ADHERENCE TO THESE PARKING RULES MAY EXCLUDE VENDORS AND THEIR DESIGNEE FROM FUTURE EVENTS.***

**SET UP AND HOURS OF OPERATION.** TriState Events will be on site at the Venue between **2pm to 7pm** on each of the Set-Up dates and times listed below for Vendor Set-Up. Thereafter, the next Set-Up will occur at **7am** on **the first morning each Event is scheduled.**

Each Event's scheduled hours are illustrated as aforementioned in the drop-down menu list. Each stated Events will commence as scheduled unless TriState Events notifies Vendors of revised hours of operation or revised extension of hours of operation or rescheduled date of event due to inclement weather (Inclement weather policy is available at [www.tristateevents.org](http://www.tristateevents.org)). 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 **9am** on the Saturday, the first day of each Event date and ending at **3pm** on Sunday, the last day of each Event date. Vendors shall not remove his or her business, facilities, and products, etc. for sale from the Building no earlier than **3:01pm** on the last day of each Event. If additional allotments of time or special arrangements are needed, Vendor MUST notify TriState Events ONLY in order for agreement addendums to be developed.

**SET-UP DATES & TIME:**

July 19, 2019 (2pm to 7pm)  
October 18, 2019 (2pm to 7pm)  
December 13, 2019 (2pm to 7pm)

**EVENT DATES (SET-UP TIMES):**

July 20, 2019 (7am to 8:45am)  
October 19, 2019 (7am to 8:45am))  
December 14, 2019 (7am to 8:45am)

**EVENT DATES & EVENT TIMES:**

**Vendors will make selections below as to which Event dates he or she wishes to participate in, if not all 3.**

July 20 & 21 (Christmas in July)  
July 20, 2019 (9am to 5pm) & July 21, 2019 (10am to 3pm)

October 19 & 20 (Fall Harvest Festival)  
October 19, 2019 (9am to 5pm) & October 20, 2019 (10am to 3pm)

December 14 & 15 (Winter Wonderland)  
December 14, 2019 (9am to 5pm) & December 15, 2019 (10am to 3pm)

TriState Events will be available ON SITE at the Venue beginning at **7am** on the Saturday, the first day of each Event for questions, location assignment, and guidance. **ALL** Vendors MUST remain open for business at his or her booth location between the hours listed at the top of this Vendor Booth Agreement/Application and **ARE NOT** permitted to disassemble his or her booth space **AT ALL, NO EXCEPTIONS at any time before 3:01pm on the last day of each Event**. If **ANY** Vendor willfully violates this agreement, involuntarily or voluntarily, said Vendor will not be permitted to sign future Vendor Booth Agreement/Application with TriState Events and/or its Affiliates.

Should Vendors need additional assistance with Set-Up times and scheduling please call Cindy and/or Meghan Burgener at TriState Events to discuss and schedule your respective Set-Up needs. If said Vendor is unable to attend the event, notification of cancellation must be received exactly 60 days prior to the date of the Event; however, cancellation or notification of nonparticipant's ability to join the event does not negate the fact that **ALL** registration fees are ***NON-REFUNDABLE***.

**PAYMENT.** Vendor Name is provided with the agreed upon BOOTH SPACE(S) **inside** (this venue) or outside of the Venue in exchange for a REQUIRED BOOTH registration amount of **\$153** per **12' x 10'** space for the **2-Day Event**. Additional booth spaces may be reserved upon request as stated below. **ALL** booth registration fees are due on or by **June 30, 2019**. If Booth Space Fee is paid after **June 30, 2019**,

a non-negotiable **\$10.00** late fee will be assessed every ten days at TriState Events discretion in addition to the fee structure below. Late registration is welcomed to which the registration fee may be negotiated, depending upon circumstances. Booth locations will be designated by TriState Events unless otherwise registering during the Early Bird registration as illustrated below. Visit PayPal to pay the Vendor Event Booth Fee(s) by using the following account code: [events@tristateevents.org](mailto:events@tristateevents.org). Should Vendor choose to pay by check or money order, there will be a \$50.00 charge for any returned checks or money orders. Please keep a copy of this Vendor Booth Agreement/Application as it serves as your binding Vendor Booth Agreement/Application and as your instructions for the Event which should be maintained for your records.

<b><u>SPACE LOCATION</u></b>	<b><u>SIZE</u></b>	<b><u>BOOTH FEE</u></b>	<b><u># of SPACE(S)</u></b>	<b><u>TO TAL AMOUNT</u></b>
INSIDE SPACE	12' feet x 10' feet	\$153		
OUTSIDE SPACE	15' feet x 10' feet	\$153		
<b>TOTAL:</b>				

{The amounts below reflect 2-day event pricing}

<b>EVENT DATES</b>	<b>EVENT Participation "Y" or "N"</b>	<b>VENDOR BOOTH FEE</b>	<b>ELECTRIC</b>	<b>EXTENSION CORD (1)</b>	<b>TABLE(S) Per Table</b>	<b>CHAIR(S) Per Chair</b>	<b>TOTAL</b>
July 20 <sup>th</sup> 9am to 5pm July 21 <sup>st</sup> 10am to 3pm			\$24.00	\$12.00	\$18.00	\$8.00	
October 19 <sup>th</sup> 9am to 5pm October 20 <sup>th</sup> 10am to 3pm			\$24.00	\$12.00	\$18.00	\$8.00	
December 14 <sup>th</sup> 9am to 5pm December 15 <sup>th</sup> 10am to 3pm			\$24.00	\$12.00	\$18.00	\$8.00	
<b>TOTAL SUBMITTED:</b>							

**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's who fail to keep his or her reserved booth space in an orderly manner may be subject to an additional trash removal fee.

**DISPLAYS AND SIGNS.** All displays in the building must be free standing. Nothing, including signs, may attach to walls or columns of the building by any means at all. Signs must be free standing. Signs should not block other Vendors shops.

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

**INSURANCE REQUIRED or OPTIONAL:** *All Vendors are **HIGHLY encouraged** to carry a \$1M liability insurance when participating in any event managed by and/or with TriState Events.* Vendor is

solely responsible to obtain insurance coverage on property brought into the Building. Dyalto Enterprises LLC, TriState Events and/or The 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 the 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 in the event of a Natural Disaster.

**INDEMNIFICATION.** The Vendor agrees to indemnify and hold Dyalto Enterprises LLC, TriState Events, and/or the 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 Events and/or the Venue that result from the acts or omissions of the Vendor and/or any of the Vendor's Employees/Helpers, Agents, or Representatives. Dyalto Enterprises LLC, TriState Events, or the Venue shall be solely responsible for insuring all applicable laws are followed and complied with in selling and presenting of TriState Events, and/or the Venue's products and services at the event.

**FORCE MAJEURE.** If performance of this Vendor Booth Agreement/Application or any obligation under this Vendor Booth Agreement/Application 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 Vendor Booth Agreement/Application 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 Vendor Booth Agreement/Application. 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 Vendor Booth Agreement/Application 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 Vendor Booth Agreement/Application 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 Vendor Booth Agreement/Application.

**INVOLUNTARY LOSS OF BOOTH SPACE:** As aforementioned this “Vendor Booth Agreement/Application illustrates that “***VENDOR BOOTH SPACES ARE NOT HELD, NO EXCEPTIONS. BOOTH SPACES ARE RESERVED ON A FIRST COME, FIRST SERVE BASIS.***” If the full Vendor Booth Fee accompanied by the signed and completed Vendor Booth Agreement/Application prior to the date aforementioned then said Vendor risks “Involuntary Loss of Booth Space” **regardless** of the circumstance as to why either of the two, Vendor Booth Payment or Vendor Booth Agreement/Application, were not received as there are ample opportunities to which these transaction can be submitted to TriState Events (***The United States Postal Service is NOT recommended due to lost mail or damaged mail.***).

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Vendor Booth Agreement/Application 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 Vendor Booth Agreement/Application.

### **SUBMISSION OPTIONS & INSTRUCTIONS:**

**OPTION 1:** Fax the completed/signed Vendor Booth Agreement/Application to **(717) 597-0226** as it **is not** recommended to mail via United States Postal Service due to lost and/or damaged mail. The Vendor Booth Space is not officially reserved until the Full Vendor Booth Fee **IS** paid. TriState Events **MUST** be in receipt of the completed/signed Vendor Booth Agreement/Application before the Booth Space is considered securely booked by Vendor.

**OPTION 2:** Vendor may scan the completed/signed Vendor Booth Agreement/Application and send via email to [events@tristateevents.org](mailto:events@tristateevents.org). Next, visit [www.paypal.com](https://www.paypal.com) to access the PayPal Payment System to make your Vendor Booth Fee payment using the account name of [events@tristateevents.org](mailto:events@tristateevents.org).

### **Dyalto Enterprises LLC ... d.b.a. TriState Event Planning Services**

<b>Business Web Site:</b>	<a href="http://www.tristateevents.org">www.tristateevents.org</a>
<b>Business Email:</b>	<a href="mailto:events@tristateevents.org">events@tristateevents.org</a>
<b>Business Line: (capabilities include voice calls and voicemail)</b>	(717) 765-6620
<b>Business Fax:</b>	(717) 597-0226
<b>Business Address:</b>	1981 Market Square Blvd Waynesboro, PA 17268

### **TriState Events**

---

Cindy Burgener, President

This contract becomes legally binding upon review and owner's signature.

**LIST ALL PRODUCTS OR SERVICES OFFERED DURING THE EVENT:**

---

---

---

---

---

---

---

---

---

---

**VENDOR'S PARTICIPATION RISK:**

All Vendors 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 Owner 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 into 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 Vendor Booth Agreement/Application 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.

**YOUR CANCELLED CHECK, MONEY ORDER, PAYPAL PAYMENT, SQUARE PAYMENT, OR ANY SUCH PAYMENT RENDERED TO PARTICIPATE IN SAID EVENT WILL BE YOUR ACCEPTANCE INTO THE SHOW. AFFIXING THE DATE AND YOUR SIGNATURE ON THIS APPLICATION BINDS YOU TO THE REQUIREMENTS AFOREMENTIONED.**

Dyalto Enterprises, LLC  
TriState Event Planning Services  
1981 Market Square Blvd  
Waynesboro, PA 17268  
Office: (717) 765-6620/6622  
Fax: (717) 597-0226  
Email: [events@tristateevents.org](mailto:events@tristateevents.org)