



11 Longwell Avenue  
 Westminster, Maryland 21157  
 410-751-5501  
 WestminsterRec@westgov.com

## 2015 VENDOR AGREEMENT

The undersigned party (vendor) does hereby make application to the event organizer, Westminster Fallfest, Inc. (sponsor) to participate as a vendor at Westminster Fallfest being held on 9/26/2015 & 9/27/2015. This will be a binding contract when accepted by either of both parties. Payment must be included in contract.

**Incomplete applications will not be processed.**

Name/Organization \_\_\_\_\_

Contact Person \_\_\_\_\_ Email Address \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ Cell \_\_\_\_\_

Retail Sales or Tax Exempt # \_\_\_\_\_ State issued \_\_\_\_\_

Items to be sold or exhibited \_\_\_\_\_

(Must be completed or application will be rejected.)

### FEES

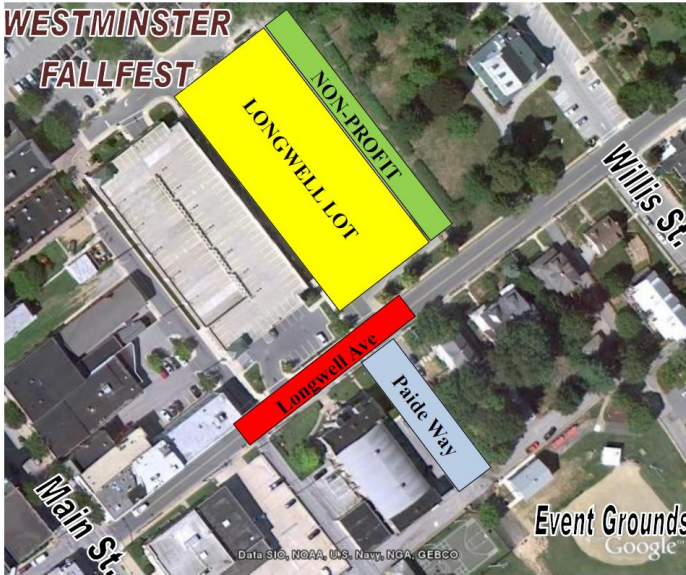
Location	Space Size	Fee-if paid by July 31	Fee-if paid by Aug. 31	Fee-if paid after Aug. 31	# of Spaces	Amount Due
*Paide Way Premium	15 x 10 ft.	\$250	\$275	\$300		
*Longwell Avenue Prime	15 x 10 ft.	\$200	\$225	\$275		
**Longwell Lot, Commercial	15 x 10 ft.	\$150	\$175	\$200		
**Longwell Lot, Craft	15 x 10 ft.	\$100	\$125	\$150		
Longwell Lot, Non profits	10 x 10 ft.	\$40	\$50	\$60		
Link your business to our website, <a href="http://www.fallfest.com">www.fallfest.com</a>		\$25				
Banner space on Garage	4ft. x 12 ft.	\$250	\$275	\$300		

\*Paide Way, Longwell Avenue, Distillery Dr. - No vehicles may be parked in vendor spaces.

\*\*Longwell Lot-Vehicles allowed in rear of your space.

Please check one... \_\_\_ I **would** like to park a vehicle in my space

\_\_\_ I **will not** park a vehicle in my space



*By submitting a signed copy of this agreement, I am requesting space at Fallfest 2015 (September 26 & 27). I agree to pay the required fee, payment in full must accompany this agreement. I understand that Fallfest is a rain or shine event and no refunds will be made after August 31, 2015. **I have received a copy of the terms and conditions governing Fallfest vendors and agree to comply. Failure to comply will result in immediate removal from the festival without a refund and banning from future Fallfest participation.** I affirm that I am the duly authorized representative of the undersigned company or organization,*

*subscribe and agree to all terms, conditions and authorizations contained in this agreement. The Vendor agrees to hold the City of Westminister, Westminister Fallfest Inc. and its sponsors harmless from any and all liability arising out of Vendor's participation in Fallfest 2015. Westminister Fallfest Inc, and the City of Westminister will not accept responsibility for damage or injury to persons or property, including exhibits, merchandise and vehicles during Fallfest.*

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

Fallfest Vendor Coordinator \_\_\_\_\_ Date \_\_\_\_\_

Complete this agreement and return with check or money order made payable to Westminister Fallfest Inc. Credit cards are accepted via PayPal however a 3% service charge will apply.

Mail to: Westminister Fallfest Inc., 11 Longwell Ave., Westminister, MD. 21157

**Vendors will receive an email confirmation once their application has been accepted. (Vendors without email will receive correspondence by mail)**

Please direct all inquiries to 410-751-5501 or WestministerRec@westgov.com

Method of Payment: Payment is due at time of registration to secure reservation

Cash     Check # \_\_\_\_\_     Credit Card (3% fee will apply)

Date \_\_\_\_\_

## TERMS AND CONDITIONS

- Vendor agrees to mandatory participation and to have staff present at vendor space, both days, during the Festival hours:
  - Saturday September 26 – 10am to 6pm**
  - Sunday September 27 – Noon to 6pm**
- All vendors must enter the event from Rt. 27 and Distillery Drive. For GPS driving directions use 10 Distillery Dr. Westminster, MD 21157
- **Saturday Setup** - Setup starts 7am  
(Upon arrival, vendors must check-in with Fallfest staff)  
Setup must be completed with vehicles off the lot by 9:30am.
- **Sunday Setup** - Setup starts at 9am  
(Upon arrival, vendors must check-in with Fallfest staff)  
Setup must be completed and vehicles off the lot by 11:30am.
- **Breakdown** - Cannot begin until 6pm on Saturday and Sunday. All traffic will be confined to designated vehicle traffic paths.
- Overnight camping on Fallfest grounds is strictly prohibited. Contact Carroll County Office of Tourism at (800) 272-1933 or <http://www.carrollcountytourism.org/> for lodging information.
- Contracts cannot be reassigned or transferred. Subletting all or part of your space is not permitted. Violation of this rule will void your contract and result in immediate removal from the premises with no refund.
- All vendors required to pay Maryland State Sales Tax must do so on an individual basis. Please contact the Comptroller of the Treasury for the State of Maryland, Retail Sales Tax Division (410-767-1544 or 410-767-1300) to determine your individual responsibilities with regard to Maryland State Sales and Use Tax.
- Vendors shall not hawk their wares.
- Smoking is prohibited in your vendor space.
- Vendor shall furnish their own tables, chairs, and equipment necessary to set up their display.
  - Electricity **will not** be provided.
  - Tables must be covered to the ground to ensure a neat and uniform appearance. Stock boxes must be stored under tables, out of the way of the public and adjacent operators.
  - Booth signage is to be no wider or higher than the booth space.
  - Safety and appearance are critical to the success of Fallfest. All canopies and tables must be in good condition, attractive in appearance and free-standing or secured with bricks, blocks or cement buckets. Anchoring to parking lot is not permitted.
  - Excessive noise, bothersome lighting or other conduct by vendor that interferes with other vendor spaces is prohibited, as is the creation or maintenance of any dangerous or hazardous condition or situation.
  - Walkways and aisles belong to the show. Neither the vendor nor vendor's materials shall protrude into the aisles.

- Trash must be kept neatly in containers. Vendors are responsible for removing their own trash at the end of the day to the designated trash area. DO NOT leave empty boxes or trash at your vendor space at the end of the day.
- Sponsor is not responsible for Vendor's property. This includes damages incurred as a result of weather, theft, or vandalism. Vendors may leave their displays setup overnight - **AT YOUR OWN RISK**. Sponsor does NOT provide security. The local police department will perform spot checks in the area.
- Vendors assume liability for accidents which occur as a result of negligence on their part. Vendor acknowledges that sponsor does not have insurance covering vendor's property.
- Westminster Fallfest is a RAIN or SHINE event! **NO REFUNDS**. Sponsor reserves the right to close the festival due to bad weather conditions. In this case, partial refunds or refunds in full will not be granted.
- Sponsor makes no representations of exclusivity in any category of business. Sponsor makes no guarantee as to the number of vendors in the event, or the number of patrons attending the event.
- Vendors will not be permitted to park in the parking garage. This area is reserved for patrons. Free parking for vendors will be available at the Key Lot to the rear of City Hall.
- Westminster Fallfest Inc. and the City of Westminster shall not be held liable for accidents, severe weather, environmental conditions, acts of God, or any other legitimate condition beyond the control of Westminster Fallfest Inc. and the City of Westminster
- Vendor fees are non-refundable after August 31, 2015. All vendor fees received after August 31 must be in the form of cash or money order.
- Sponsor reserves the absolute right to terminate this agreement in the event Vendor sells or attempts to sell any product or service other than those specified in the agreement or breaches any of the terms and conditions for Fallfest concessionaires. In the event the Sponsor terminates this agreement pursuant to this paragraph, Vendor shall immediately cease any activities at Fallfest, remove all equipment, personnel, and other property from Fallfest, and forfeit any fees paid to the Sponsor.
- Vendor shall hold harmless sponsor, and its designated agents, contractors, and show partners from and against any and all claims, losses, damages, injuries, penalties, governmental charges or fines in any amount arising out of or caused by vendor's use of the premises, the conduct of vendor's business or from any activity or work done, permitted or suffered by vendor in or around the premises, including, but not limited to installation, operation, maintenance or removal of exhibits.