



Heritage Port Sternwheel Festival

September 12, 13, 14, 2019

Sponsored By:

The Wheeling Heritage Port Sternwheeler Foundation

COMMERCIAL CONCESSIONAIRE APPLICATION

Company Name _____

Business Address _____

Contact Person(s) _____

Telephone – Business (_____) _____
Cell: (_____) _____

Home (_____) _____
Email: _____

Please list all items you intend to sell. Only items listed will be permitted for sale at the Festival. Please include information concerning your business. If additional space is required, attach additional sheets. The Festival Committee limits the sale of certain items that may conflict with their sales.

Type of product (specify) _____

COMMERCIAL VENDER BOOTH

COMMERCIAL: This space is for those concessionaires involved in sales/services of products of any type except food and drinks. If you or your family did not personally make at least 60% of your items for sale then you are considered a commercial vender. (I.e. imported items, manufactured items, for profit services, etc.) Minimum fee is \$200.00 for a 10' long space. Additional footage is available at a rate of \$20 per lineal frontage foot. 120 volts/20 amps is provided. An upgrade on some sites to 220 volts/50 amps and /or water is possible.

Include storage space if needed in calculating the total lineal frontage footage. Any booth with depth exceeding 10 feet contact the festival.

Actual size of booth/trailer/tent. Include awnings, tables, storage area, etc.

Length _____ Feet by Depth _____ Feet

Minimum fee – 10 lineal feet

Front footage _____ ft. @ \$20 per. foot, 10 ft. min. \$ _____

220 Volt, 50 Amp. Electric # _____ @ \$40 ea. \$ _____

TOTAL \$ _____

Deposit paid (25% Min.) \$ _____

Balance due by **8 19 2019** \$ _____

A DEPOSIT OF 25% MUST ACCOMPANY THIS CONTRACT

Office use only

Returning Vender YES _____ NO _____

Deposit received date _____

Check Number _____

Amount _____

Balance _____

Balance received date _____

Check Number _____

Amount _____

Comments _____

BALANCE DUE ON OR BEFORE AUGUST 19, 2019. ONLY CASH, MONEY ORDERS, OR CERTIFIED/BANK CHECKS WILL BE ACCEPTED AFTER THIS DATE.

Consideration will be given to requests when determining booth locations – however the Festival Committee will make the final decision based on overall show environment.

I agree to abide by the rules and regulations of the Heritage Port Sternwheel Festival. (Rules are listed on page 2 of this contract)

DATE _____ SIGNED _____

TITLE _____

Returned signed copy to: (be sure to sign the “rules and regulations” also) **Heritage Port Sternwheel Festival, P.O. Box 6885, Wheeling, WV 26003 Diane Jordan 304-639-7279**

RULES AND REGULATIONS -2019 HERITAGE PORT STERNWHEEL FESTIVAL

SET-UP -- Wednesday 6:30-10 pm, Thursday 8-11am

FESTIVAL HOURS -- Thursday 11:30 am to 11:30 pm Friday 11:30 am to 11:30 pm, Saturday 10:00 am to 11:30 pm or adjusted

Vendors may open at 11:30 AM on Thursday and Friday for lunch business

EACH EXHIBITOR is required to keep at least one attendant in his/her booth during all festival hours.

PAYMENT/CANCELLATION OF DISPLAY SPACE: A deposit of 25% of total cost of the exhibit space must accompany the signed contract. All space must be paid in full by August 22nd, 2019. Space not paid by this date will be subject to cancellation and resale by the Festival Committee. Space reserved within the last 30 days of the Festival opening date must be paid in full at the time of application. Display space may be cancelled up to June 15th without penalty; however, a cancellation fee equal to one-half the price of the space will be charged for space cancelled after June 15th, and full fee will be charged for space cancelled within 30 days of the opening date of the festival. The limit of claim for compensation shall not exceed the amount paid by exhibitor to the Heritage Port Sternwheel Festival.

NO GIVE-AWAYS PERMITTED.

NOISE: Exhibits which include the operation of musical instruments, radios, sound motion picture equipment, public address systems or any noise-making machines must be operated so that resulting noise will not annoy or disturb adjacent exhibitors and their patrons.

OPERATING RESTRICTIONS: No firm or organization will be permitted to solicit business within the festival area. This includes fliers. The Festival Committee reserves the right to restrict displays, which, because of noise, methods of operation, materials, or for any reason become objectionable and, to prohibit or remove any displays which, in the opinion of the Festival Committee, detracts from the good character of the Festival. The serving or distribution of alcoholic beverages by concessionaires in any part of the Festival area is forbidden. Fliers are not permitted outside marked area of booth space.

LIABILITY AND INSURANCE: Every reasonable precaution will be taken by the Festival Committee to protect property during installation, festival period and removal. However, neither the Festival Committee, service contractors, any officers, staff members or directors of same, are responsible for the safety of property of exhibitors from theft or damage by fire, accident, vandalism or other cause. Guards employed by the Festival Committee are on duty day and night; however management cannot be held responsible for exhibitor's property, whether located at his exhibit or anywhere else inside or outside the festival area. Small and especially valuable materials should be safely packed away by the exhibitor during hours when the exhibit is not manned. If Exhibitor feels he needs additional protection to cover hazards outlined above, he should take out his own insurance. All property of the exhibitor will remain under his custody and control in transit to and from within the confines of the Festival area subject to rules and regulations of the event. Exhibitors must carry appropriate insurance to cover display materials against injury to persons and property of others. By execution of this agreement, the concessionaire agrees to hold harmless the Festival from any claims arising out of the physical operations and product related exposures of his/her booth. Be further advised that all vendors are required to carry bodily injury protection to cover premises and product related exposures in the amount of \$300,000.00

SAFETY, FIRE, HEALTH AND SAFETY, FIRE, HEALTH AND APPLICABLE LAWS: This exhibitor shall assume all responsibility for compliance with local, city, state and federal safety, fire, health and other ordinances and laws regarding installation of and operation of equipment, displays and exhibit materials.

DEFAULT OF OCCUPANCY: Any exhibitor failing to occupy space as contracted for is obligated to pay the full rental cost of such space. In the event the exhibitor fails to install his display within the time limit set for opening the festival, or fails to pay the space rental at the time specified, or fails to comply with any provisions concerning his use of display space, the Festival Committee shall have the right to take possession of said space and resell same, or any part thereof.

SUBLETTING OF SPACE: The exhibitor agrees not to assign, sublet, or apportion space or any part thereof allotted to him. No exhibitor will be permitted to sell/display his products or services outside the confines of assigned booth in the festival area.

INSTALLATION AND DISMANTLING: Periods in which installation and dismantling of exhibits may begin and must be completed as follows:

INSTALLATION: Concessionaires and exhibitors may begin setting up at 6:30 pm Wednesday, and must be ready for occupancy no later than 4:00 pm Thursday.

DISMANTLING: Dismantling may begin immediately after festival closing at 11:30 pm Saturday or pre-determined time. Clearance of all materials must be completed no later than 12:00 pm Sunday or adjusted time. The Festival Committee reserves the right, with no liability whatsoever for damage, spoilage, or loss - to dismantle, dispose of, store and clear from the premises any display materials, goods, property or merchandise of exhibitor who has failed to comply with the above requirement, or to order such work to be done at the sole expense of the exhibitor. No vehicles will be permitted in the festival area until after 6:30 pm (or adjusted time). **THIS WILL BE STRICTLY ENFORCED.**

WATER: The City of Wheeling will provide a water manifold on the west side of Water Street. Concessionaires using an excessive amount of water should notify the Festival Committee so that arrangements can be made to locate the booth near a catch basin. Drain hoses are the responsibility of the lessee. It is mandatory that all food booths have a water hook-up or have a self-contained water source. Water is included in the food vender fee.

ELECTRICAL: 220 VOLTS - 50 AMP SERVICE: Concessionaires requiring 220 volt-50 amp service must have a 4-prong MALE plug for their wiring. The Festival Committee will provide only ONE FEMALE plug. Lessees must break down this service for distribution within the confines of the booth. 110 volt - 20 amp service is not included with booths requesting 220 volt service. The committee will provide all other booths with one 110 volt-20 amp service at no charge. The concessionaires must use a grounded male plug for connections.

GENERAL: All matters and questions not covered by this agreement are subject to the decision of the Festival Committee. All amendments, decisions or interpretations that may be so made, shall be as equally binding on all parties as the original agreement.

AGREEMENT: By signing the contract, the exhibitor agrees to abide by these rules and regulations and the decision of the Festival Committee.

I, _____
Please print name Signature of Vendor Date