



**Monroeville Jazz Festival on September 2, 2023**

**Vendor Contract**

*This is a rain or shine event!*

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Office #: \_\_\_\_\_

Cell: \_\_\_\_\_

Please Describe your product and/or service that you will be providing at the show:

Website: \_\_\_\_\_

**Exhibit Space Only:**

(Check all that apply)

BYOEquipment

If you would like to rent tables, chairs, or/and Tent

Yes \_\_\_ No \_\_\_

\*There are limited amount of non-profit space\*

**Sponsorships:**

(Check all that apply)

To Read more about sponsorship opportunities turn to page 5

Booth	Subtotal
___ Business Exhibitor	\$150 ___
___ Non-Profit (MUST PROVIDE 5013-C)	\$100 ___
___ Craft Exhibitor (MUST BE HOMEMADE)	\$100 ___
___ Food & Alcohol vendor	\$200 ___

Applies to Food / Alcohol Vendors Only

(Check all that apply)

Food Truck \_\_\_ Size of Truck \_\_\_\_\_

Tented \_\_\_ Size of Tent \_\_\_\_\_

Please note: certificate of insurance for all food / alcohol vendors must be submitted prior to August 2, 2023.

Space	Subtotal
___ Tie Dye Sponsor	\$100 ___
___ Jazz Friends	\$350 ___
___ Kids Zone	\$500 ___
___ Upbeat Jazz Sponsor	\$575 ___
___ All that Jazz Sponsors	\$750 ___
___ Smooth Jazz Sponsors	\$1200 ___
___ Cool Jazz Sponsor	\$2000 ___
___ True Blues Sponsor	\$5000 ___
___ Rhythm & Blues Sponsor	\$7500 ___
___ Festival Title Sponsorship	\$10000 ___

**Payment Amount:** \_\_\_\_\_

Method of Payment:

\_\_\_ Check (Please make check payable to The Monroeville Foundation & send back to 17 Forbes Rd, Trafford, PA 15085)

\_\_\_ Card (An invoice will be out as soon as contract is received)

For Credit Card payment please include email address to send link and invoice to (if same please leave blank):

I understand that I have contracted for exhibit space by signing this contract. I have signed, read, and understand the 2023 The Monroeville Foundation. Rules and Regulations form before completing this contract. I have agreed to these terms and completed this contract to the best of my knowledge.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

**I. Setup & Teardown**

- A. Exhibit space will be accessible to Exhibitors for erecting displays. Setup must occur the day prior, or before the opening time of the show as provided by Monroeville Foundation. On opening show day, setup must be completed by starting time and Exhibitors must use only the entrances designated. A \$250 penalty fee will be charged for any setup or construction of exhibits after the starting time as provided by Monroeville Foundation. Teardown may not commence until the close of the show on the final day. Displays must be removed by date and time listed in the Welcome Package. Each Exhibitor must name the Exhibitor's authorized agents for installation, operation, and removal of the exhibit. No part of the exhibit may be removed after setup except with written permission from Monroeville Foundation. A \$250 penalty fee will be charged for any exhibit removed before the final tear down time of the show.

**II. Location & Date**

- A. Exhibitor agrees that Monroeville Foundation reserves the right and has full discretion to determine:
  - 1. an Exhibitor's exhibit location, the location of the show, and the dates of the show;
  - 2. that the assigned space location may be changed by Monroeville Foundation to prevent congestion, avoid confusion in firm names, solve competitive conditions, or to benefit the overall production of the show; and/or
  - 3. to refuse or eject any Exhibitor which does not, in Monroeville Foundation's judgment, conform to the general theme of the show.

**III. Subletting**

- A. Exhibitor(s) shall not share or sublet any portion of their booth space with another Person/Company.

**IV. Smoking Policy**

- A. Smoking shall not be permitted inside, at any event door, or at the outside entrances. Any Vendor wishing to smoke must use the Vendors' exit and smoke only in the designated area.

**V. Fire Hazard**

- A. All exhibit and booth materials must be flame proof, ignition free, and otherwise must comply with Federal, State, and Local Fire Laws, insurance underwriting requirements, and other applicable site regulations. All packing containers, excelsior, and similar materials must pass a fire inspection. All Exhibitors/Vendors with ignitables, combustibles, or flammables must have Exhibitor/Vendor-supplied extinguishers and a fire suppression plan.

**VI. Height Restrictions**

- A. Exhibits, back walls, and decorations shall not exceed 15 feet. Permission must be obtained from Monroeville Foundation to exhibit equipment which exceeds the height restriction.

**VII. Loud Speakers & Sound Displays**

- A. Loud speakers and loud sound displays are prohibited; Exhibitors must receive advance permission from Monroeville Foundation to exhibit any sound display. Monroeville Foundation has full discretion to direct the full muting of speakers or sounds.

**VIII. Solicitation**

- A. Exhibitors are prohibited from soliciting business in the aisles or in other Exhibitor's booth areas. Samples, pamphlets, publications, and catalogs, etc., may be distributed only by Exhibitors from within the confines of their own booth area. Exhibitors must obtain permission from Monroeville Foundation to conduct any other promotional or fundraising activities during show hours.

**IX. Signs & Notices**

- A. All signs and notices shall be professionally lettered. Non-conforming signs or notices shall be removed immediately. Handwritten signs are prohibited.

**X. Miscellaneous**

- A. Serving alcoholic beverages by Exhibitors is prohibited without written approval.
- B. Booths shall be attended by the Exhibitors during all show hours.
- C. Exhibit vehicles must enter through the loading dock areas and shall have floor protection under the engine (only tank a minimum amount of water, foam, and gasoline/fuels on board).
- D. Absolutely nothing may be taped to facility fixtures, floors, walls, or columns.
- E. Electrical cords may not be run along the facility floor in customer traffic walkways.
- F. Facility floor wax finishes and carpeting are delicate and easily damaged. Exhibitors are responsible for damage to the facility floors or carpets caused by dragging displays, driving vehicles on the floor, or using sprays or liquids that may damage the finish of the floor.
- G. Solicitations must be confined to the Exhibitor's booth space; soliciting in the aisles or any other area of the show is prohibited.

**XI. CDC Guidelines**

- A. All recommendations by our health officials; Federal, State, and Local Governments; in addition to the Centers for Disease Control and Prevention (CDC) will be strictly followed. Face coverings are mandatory throughout all event activities including move in and out and event hours unless otherwise noted.

**XII. Security & Limitations of Liability**

- A. Monroeville Foundation will engage security personnel; however, Exhibitor(s) agree Monroeville Foundation and its employees shall not be liable for any property losses, personal injuries, or death due to any causes. These include the following:
  - 1. resulting from the acts or omissions of security personnel or Monroeville Foundation that may occur to an Exhibitor and all Exhibitor's invitees, agents, or employees;
  - 2. any theft, fires, accidents, or any other causes of loss or damage, inside or outside the showroom;
  - 3. Exhibitor damages to the building;
  - 4. for damage to Exhibitors' property, Exhibitors' lost shipments either coming in or going out, Exhibitors' moving costs; or any related damages, losses, delays, etc.; and/or
  - 5. any damages to transported property.

B. In light of the above, we recommend Exhibitors purchase adequate insurance coverage against these risks and on equipment and exhibits.

C. Company/Person/Exhibitor agree to waive and not pursue any claims, actions, or lawsuits against Monroeville Foundation, and/or against any or all of their Employees, Members, and/or Officers resulting from any accidental or intentional injuries, damages, or even death resulting and regardless of whether the liability was created in whole or part by any of them, me, or my Company.

D. If Exhibitor engages or permits its employees or guests to engage in: i) the use of touching services (tattoos, massages, chiropractic, artists, etc.); ii) the use of tools, ropes, or mechanical machines; or iii) climb upon, in, or over vehicles or ladders, then in all these instances, Company/Person/Exhibitor agrees to indemnify, defend, and hold harmless Monroeville Foundation, Show Directors, Officers, Members, Employees, Agents, Successors, and Assigns for all liability caused either wholly or in part which results

in personal injury, death, or property damage(s). This Article XII indemnity includes all costs and attorneys' fees incurred in enforcing the terms of this Release and Indemnification Agreement.

**XIII. Breach of Contract**

- A. If an Exhibitor cancels:
  - 1. they shall be held liable for the full booth cost and other ordered items;
  - 2. they shall also forfeit all monies paid to reserve the space and be liable for the full cost of the space; and
  - 3. they shall be liable for all costs incurred by Monroeville Foundation. for an Exhibitor's space and contract loss, including, but not limited to, tables, coverings, skirting, chairs, signage, and Exhibitors listing in advertising placed on behalf of the Exhibitor. There are no refunds. Monroeville Foundation may also use the now un-booked space as it deems necessary to eliminate blank spaces in the show without credit to the breaching Exhibitor.

**XIV. Cancellation**

- A. If a show is not held and rescheduled, Monroeville Foundation will transfer all contract obligations and monies paid for exhibit space rental to the rescheduled show. If any show is not held or is rescheduled and then is never held, Monroeville Foundation will issue a credit for all monies paid for exhibit space rental for another Monroeville Foundation event. The credit amount does not have an expiration date and may be used at any time. In either foregoing situations, the Exhibitor waives any claims of damage, compensation, or refund of monies paid to Monroeville Foundation to the extent agreed to above.

**XV. Unethical Conduct**

- A. Unethical conduct, immoral behaviors, or any infraction of the Rules by the Exhibitor, as determined within the discretion of Monroeville Foundation, those persons shall be immediately removed and excluded from the Exhibitor area. If such exclusion occurs, it is agreed that:
  - 1. no refund shall be made to the Exhibitor; and
  - 2. Monroeville Foundation shall not be liable for any damages or expenses incurred by the Exhibitor because of such exclusion.

**XVI. Agreement to Terms**

- A. By erection of exhibit, Exhibitor expressly agrees to the foregoing Rules and Terms.
- B. It is agreed any dispute of this Agreement or Terms hereof shall be subject solely to the jurisdiction of the Court of Common Pleas of Westmoreland County, Pennsylvania.
- C. This Agreement shall not be modified, changed, or amended unless agreed to, in writing, by all Parties.

**IN WITNESS WHEREOF**, by signing below, I agree to the terms and conditions above, being legally bound thereby.

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

**Print Name:** \_\_\_\_\_

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

## Sponsors Opportunities

### **TITLE SPONSOR: \$10,000: Exclusive**

- Logo & name recognition in the Festival program
- Logo on all print media & advertising & press releases
- Serve as Presenter at the Festival Opening
- Public recognition from the podium during the Festival
- Logo recognition Festival banners for 3 weeks at the intersection of Routes 22 and 48
- Logo on Foundation website
- Logo on Sponsor event day banners
- Booth space at the Festival

### **RHYTHM & BLUES SPONSORS: \$7,500: Exclusive by Category**

- Logo & name recognition in the Festival program
- Logo on all print media & advertising & press releases
- Logo on Foundation website
- Logo on Sponsor event day banners
- Logo recognition on promotional Festival banners for 3 weeks - intersection of Routes 22 and 48
- Booth space at the Festival

### **TRUE BLUES SPONSORS: \$5,000**

- Logo on Festival program
- Logo recognition on promotional Festival banners for 3 weeks - intersection of Routes 22 and 48
- Logo on Sponsor event day banners
- Name in all print media & advertising & press releases
- Logo on Foundation website
- Booth space at the Festival

### **COOL JAZZ SPONSORS: \$2,000**

- Logo on Festival program & all print advertising
- Display of Sponsor banner
- Logo on Foundation website
- Booth space at the Festival

### **SMOOTH JAZZ SPONSORS: \$1,200**

- Name recognition in the Festival program & all print advertising
- Logo on Foundation website
- Booth space at the Festival

### **VIP RECEPTION TENT: \$1,000 (2 available|non-competing)**

- This sponsorship will cater to targeted audience members who are looking for an exclusive Jazz Festival experience. A limited number of tickets will be sold. These patrons will be treated to a variety of first-class experiences including preferential parking, adult beverage, appetizers, meet & greet with event day Jazz artists and more. Sponsors will have the opportunity to create a customized package that best fits their marketing and branding message. Benefits will include naming rights to the area along with logo and pre-event publicity.

### **ALL THAT JAZZ: BEERGARTEN & FOOD TRUCK AREA SPONSORS: \$750**

- Non-competing naming rights and business support recognition of this high traffic area
- Booth and signage recognition
- Logo on Foundation website

### **UPBEAT JAZZ SPONSORS: \$575**

- Name on Foundation website
- Booth space at the Festival
- Name recognition in the Festival event day program

### **JAZZ FRIENDS: \$350**

- Name recognition in the Festival event-day program

### **TIE DYE SPONSOR: \$100**

- Name recognition on a bench the day of the event

Sponsors Opportunities