



Jazz Festival Vendor Form

Event Name: The Monroeville Foundation
Jazz Festival

Event Date: Saturday, August 30th

Event Location:
Monroeville Community Park West
2399 Tilbrook Rd. Monroeville, PA 15146

Vendor Information:

Business Name: _____

Contact Person: _____

Phone Number: _____

Business Address: _____

Vendor Type:

Please check one:

- Food Vendor (Please specify food type, i.e., gyros, tacos, etc.) _____
- Food Truck
- Craft Vendor
- Merchandise Vendor
- Information Booth
- Non-Profit 501(c)(3)
- Other (Please specify): _____

Vendor Space Requirements:

Size of space required:

- 10' x 20'
- Food Truck Dimension (Please specify) _____
- Other (Please specify): _____

Electricity Needed:

- Yes
- No
- If yes, please specify wattage: _____

Tables and Chairs:

Exhibitors/Vendors need to provide their own tables, chairs, signage for the assigned space. Set up and teardown is the exhibitor's responsibility.

Event Interactive Ideas:

We encourage vendors to create interactive experiences for attendees to enhance their engagement. Please check if you are interested in any of the following, or provide your own idea:

Interactive Game or Contest
(Please specify):

DIY Craft Activity
(Please specify):

Photo Booth
(Please specify theme):

Live Demonstration
(Please describe):

Other Interactive Activity
(Please describe):

Payment Information:

Spaces are limited. First come/first serve. Your space is **not secured until we receive your payment.**

Exhibitor/Vendor Fee: \$125

Food Truck Fee: \$175

Non-Profit 501(c)(3): \$50

Pay by check:

Please make checks payable to:
The Monroeville Foundation
209 Waterford Drive
McKees Rocks, PA 15136

Pay Online:

For online payment, go to the Monroeville Foundation website:
MonroevilleFoundation.org, then click on:
[Events > Monroeville Jazz Festival > Monroeville-Jazz Festival Exhibitor Information](#)

Contact Information for Event Organizers:

Contact Name: _____

Contact Phone: _____

Contact email: _____

Thank you for being part of our community event!

VENDOR CONTRACT

I. Setup & Teardown

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

Exhibitor agrees that Monroeville Foundation, LLC. reserves the right and has full discretion to determine:

- A. an Exhibitor's exhibit location, the location of the show, and the dates of the show;
- B. 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
- C. to refuse or eject any Exhibitor which does not, in Monroeville Foundation's judgment, conform to the general theme of the show.

III. Subletting

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

IV. Smoking Policy

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

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

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

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

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

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

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.

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

If an Exhibitor cancels:

- A. they shall be held liable for the full booth cost and other ordered items;
- B. they shall also forfeit all monies paid to reserve the space and be liable for the full cost of the space; and
- C. 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

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 situation, 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

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:

- A. no refund shall be made to the Exhibitor; and
- B. 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

_____ Date

_____ Print Name