



A "FOOD VENDOR" IS ANYONE WHO WILL BE GIVING SAMPLES OF ANY SORT TO BE CONSUMED OR IS SELLING FOOD THAT WILL BE CONSUMED AT THE TIME OF PURCHASE OR TAKEN HOME FOR CONSUMPTION LATER.

Dear Food Vendor,

The Spring-Ford Rotary is thrilled to announce the Inaugural **Wine, Beer, and Food Festival**, in support of the local charities of the Spring-Ford Rotary and Limerick Parks and Recreation. The event will be held on **Saturday, September 23, 2017** from noon to 5 p.m. in the Limerick Community Park, 180 Swamp Pike, Limerick, PA.

Planning has begun and with your input we hope to make it a great annual event. The festival will include local vineyard and brewery tastings, musical entertainment, crafts, and of course, delicious food. Every effort will be made to offer unique choices, without duplicate food and craft categories.

Please find the application form and WBF Festival map attached with available spaces listed. One car or one trailer will be allowed at each spot in the outer ring of vendors only. Please review and indicate your first, second, and third choices. They will be given out on a first-come, first-served basis when we receive your application and payment including proof of insurance, photo of a recent set-up, and signed "Hold Harmless" agreement. You will be responsible for bringing your own tables, chairs, and a 10X10 tent. Additional information is available at our website, WBFfestival.com.

If you are participating, we ask that you display event materials at your place of business or other shows you attend. We will provide posters and flyers. Businesses that have paid registration by May 1, 2017, will be included on our website. Ticket sales will be done through our website. Cross promotion of the event will be beneficial to all of us.

We appreciate your consideration and support of this new local endeavor. Unlike many other events and festivals in our area, all of the profit will be distributed throughout our local community. There is no one on the "payroll" of any local Rotary club. All of a Rotary Club's administrative costs are absorbed by its members. To learn more about Rotary International or how to become a Rotarian visit <https://www.rotary.org/en/about-rotary>. If you'd like to know more specifically about the Spring-Ford Rotary Club, visit <http://www.springfordrotary.org/>. Rotary's doors are always open to anyone who wants to learn more.

Thank you,

The Spring-Ford Rotary Club



FOOD VENDOR APPLICATION: "X" Here if you plan on bringing a generator _____

Category (circle one):

Prepared food (food truck) \$100 Fee

Name of Business: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Website: _____

E-Mail (PLEASE write very clearly): _____

Name and Description of Food to be presented:

- 1) _____
- 2) _____
- 3) _____

Space Requested: 1st _____, 2nd _____, 3rd _____ (Current map located on our website www.wbffestival.com)

PAYMENT INFORMATION:

Check Required – "WBF Festival" – C/O Phil White, 112 West Ridge Pike, Suite 121 Limerick, PA 19468

We must receive the following information before we can consider you for our event. Please "X" each box as you complete them:

- () Application
- () Payment
- () Photograph of your expected set-up
- () Signed Festival Indemnity and hold harmless agreement
- () Insurance - copy of a certificate of general liability insurance which covers the Event, and covers Vendor's off-site activities valid for the date of the event. This may be sent after the event approves you.

FESTIVAL INDEMNITY AND HOLD HARMLESS AGREEMENT

Spring-Ford Rotary Club is hosting an annual Festival, which will be held on September 23, 2017 ("Event"). At the Event, food vendors can lease space and be responsible for serving and selling **food** within Pennsylvania Law.

_____ (name of vendor/organization), including its owners, employees, officers, representatives, independent contractors and/or subcontractors and agents (hereinafter "Vendor") hereby agrees as follows:

1. Vendor desires to lease space and serve and/or sell food to guests at the Event.
2. Vendor shall submit an application to participate in the Event. All applications must be accompanied by a copy of a certificate of general liability insurance which covers the Event, and covers Vendor's off-site activities valid for the date of the Event. The Vendor agrees to maintain in full force a policy of general liability insurance applicable for this Event. The application and any enclosures shall be submitted to Spring-Ford Rotary, attention: .
3. Spring-Ford Rotary will determine which applications are accepted at their sole discretion.
4. Spring-Ford Rotary's acceptance of Vendor's application binds Vendor to Payment. Full payment must be tendered with the application. If Vendor's application is not approved, payment will be voided and/or returned. Spots will be filled on a first-come, first-served basis. Vendors providing notice of cancellation to the Spring-Ford Rotary Club on or before 4:30 p.m. on April 30, 2017, will receive a full refund. Cancellations received after 4:30 p.m. on April 30, 2017 will not result in a refund.
5. Adverse weather and similar acts of God shall not be a basis for refund of fees paid. Vendor will retain sole responsibility for loss or damage of its own or rented property or property of its employees of whatever kind and nature, including but not limited to products including food, tools, equipment, forms, scaffolding, canvasses, tarpaulins, and temporary structures including contents.
6. Vendor agrees to use reasonable and prudent care and caution in all activities pertaining to, and during, Event. This includes, but is not limited to, using reasonable care and caution pertinent to guests and invitees at the Event; by way of example, not limited to, Vendor shall: keep walkways clean; will not stack boxes to an unstable height; will remedy spills and trip hazards created which would present a danger to guests, invitees, or participants. In the event that any person is injured or appears injured as a result of any incident or occurrence at the Event, Vendor shall promptly notify Limerick Township Parks and Recreation Personnel on site and/or Limerick Police on site.
7. Spring-Ford Rotary may terminate this Agreement without refund, direct Vendor to immediately discontinue all activities related to the display, marketing, sale, or sale of food, ban Vendor from the Event, and have Vendor's property and materials removed at Vendor's expense, if Spring-Ford Rotary, at its sole discretion, determines that Vendor has failed to comply with rules and instructions pertaining to the Event, or that Vendor has or is about to engage in unlawful conduct, or conduct which reflects poorly upon Spring-Ford Rotary.

8. Indemnification and Hold Harmless.

Vendor shall indemnify, defend, and hold Spring-Ford Rotary Club and Limerick Township harmless for all liability for any claims, suits, and demands brought against Spring-Ford Rotary Club and/or Limerick Township, their members, board, officers, representatives, assigns, agents, employees, where such claims arise out of or relate to:

_____ Initial here

- (1) injuries suffered by any employee, agent, servant, or representative of Vendor while such person is at the Event, regardless of whether such person is, at the time of his/her injury, engaged in work, personal, or recreational activities; or,
- (2) injuries suffered by any person alleging that his/her injuries were caused, in whole or in part, by the acts, omissions or commissions of Vendor, jointly and/or severally, or any employee, agent, servant, or representative of Vendor.

Vendor also agrees to indemnify and save harmless Limerick Township and the Spring-Ford Rotary Club, and their officers, members, directors, board, representatives, from and against all claims, accidents, incidents, occurrences, injuries, damages, losses, costs, expenses, including reasonable attorney fees, of whatever nature arising from, or claimed to have arisen from, any action, commission, omission of the Vendor, or arising from any accident, injury or damage whatsoever caused to any person or property arising out of the Vendor's acts related to, and during, the Event. Vendor expressly understands and agrees that any insurance protection required herein, or otherwise provided by Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Spring-Ford Rotary Club and Limerick Township herein provided. Vendor shall add Limerick Township as a named insured. In event of any conflict between the language of the insurance policy(s) and the above recited indemnity agreement, the indemnity agreement shall govern.

9. Vendor shall comply with the instructions, rules, and regulations provided by Spring-Ford Rotary Club and/or Limerick Township pertaining to Event. Failure to do so is grounds for immediately termination of participation, without refund.

10. Vendor is solely responsible for complying with all laws pertaining to the conduct of Vendor's business; including, but not limited to, Federal, State, and local tax laws, and state, county, and municipal laws, statutes, regulations, and ordinances pertaining to the marketing and sale of food. This Agreement is to be governed by Pennsylvania Law, and any disputes arising out of or relating to this Agreement shall be litigated in the Court of Common Pleas of Montgomery, PA.

IN WITNESS WHEREOF, we have set our hand(s) and seal this _____ day of _____, 201_.

_____ (signature)

By and for _____ (Print Vendor Name)

Printed Name of Person Signing: _____

_____ (witness signature)

Print Witness Name: _____