The PA Education & Athletic Training Association

PO Box 153 • Monroeville, PA 15146 • 412-423-8680 • www.thepeatinstitute.org • info@thepeatinstitute.org



We are pleased to offer an exciting event for 2025!

We anticipate an excellent response to the Harvest Festival. We cannot save any space. Applications are reviewed and accepted until each show is filled. Applications will not be reviewed unless accompanied by the appropriate payments.

We are ONLY able to accept pre-packaged food vendors at this event.

As you consider shows for your 2025 schedule, please know that we will spend money on digital (Facebook & Google), print (newspapers), road signs, flyers, banners, social media, and email blasts!

Our social media presence on Facebook & Instagram has been an important part of advertising, and we rely on you to help promote the shows by engaging with your followers.

We thank you for your interest and support and look forward to reviewing your application! If you have any questions about the enclosed application, please contact us.

On behalf of everyone at The PA Education and Athletic Association (P.E.A.T.), best wishes for a successful 2025 show season!!!

Monroeville Convention Center: If you choose to use the forklift with pallets/skids, convention center carts, neither the Monroeville Convention Center nor The P.E.A.T. Association, Inc are responsible for any damage to merchandise, displays, etc. This is a courtesy service and exhibitor/vendor assumes all responsibility.

Festival and Event Specifications & Requirements (Food Vendors)

- 1. Set-up: September 20, 2025 7:30 am.
- 2. Tear Down: September 20, 2025 6:00 pm.
- 3. \$100 IF postmarked before May 31st. After and up to August 31st, \$125 The Fee must be fully paid for to be considered a complete application. NO PARTIAL PAYMENTS! NO REFUNDS!
- 4. One table and 2 chairs are provided.
- 5. The food vendor agrees to prepare and sell only the approved menu items at the prices listed on the attachment to this application. Product prices must be established before the event and cannot be changed. Food prices must be prominently displayed in your booth for the public to see. Stored inventory must be covered and kept from public view, or you will need to store your merchandise in your vehicle.
- 6. Soft drinks, water, iced tea, and lemonade cannot be sold.
- 7. Prepackaged food & beverage vendors have the exclusive right to sell food items and distribute samples. Food and beverages may not be sold or distributed by arts & crafts vendors. <u>All prepackaged food & beverage vendors must comply with all local, county, state and federal regulations and standards regarding the preparation, preservation and service of food and drink, including but not limited to the Pennsylvania Dept. of Agriculture (724-832-1073) and/or Allegheny County Health Department (412-687-2243). You are also required to obtain all necessary permits and licenses prior to each event. These must be posted in your booth!!</u>
- 8. Vendor is responsible for being in compliance with any and all Pennsylvania sales tax requirements. PA Dept. of Revenue can be reached at 1-888-PATAXES or www.revenue.state.pa.us. Vendor must provide us with their sales tax license number at least 30 days prior to each event.
- 9. Each vendor must carry Comprehensive General Liability Insurance including Blanket Contractual Liability with a minimum per occurrence limit of \$300,000. The PA Education and Athletic Training Association. must be listed as an "Additional Insured" on this policy. Policy must be obtained at Vendor's own expense and the policy sent to The PA Education and Athletic Training Association 30 days prior to the event.
- 10. Vendor's display cannot interfere with adjacent vendors or extend into aisles or beyond your assigned booth space.
- 11. Booth signage for name, merchandise, pricing and credit card acceptance must be quality, painted or stained signs. Festival management reserves the right to request removal or replacement of non-professional signage.
- 12. Nothing shall be nailed, stapled or otherwise affixed to the walls, floors, or any other part of the exhibition buildings or grounds.
- 13. No radios, televisions or public address systems permitted in the booth without prior authorization.
- 14. No calling out to customers.
- 15. No alcohol and no smoking is permitted in or near your booth or buildings at any time!
- 16. Only service animals as defined by the Americans with Disabilities Act are permitted into the festival. Therapy/emotional support animals are not recognized by the ADA.
- 17. Vendor's booths must be staffed during all event hours.
- All electrical extension cords and electrical plugs must be the 3-wire grounded, heavy-duty type and UL approved. Contact the Convention Center for electrical needs.
- 19. Vendors must be in compliance with, and all booth materials must conform to all fire regulations. An approved fire extinguisher must be kept in your booth at all times. All open flames must be protected from the public.
- 20. Vendors will be assigned a vendor's parking area. All vendors, booth workers, helpers, etc. must park in areas designated by The P.E.A.T.. Please keep vehicles on paved areas and roadways only when setting up and tearing down your booth. Violators will be towed at the owner's expense. No vehicles are permitted inside buildings!
- 21. Bulk rubbish and trash must be taken to the designated trash areas before, during and after the event. Vendor agrees to leave grounds in and around reserved space in the same condition as found. Please keep your booth clean and uncluttered. Vendor agrees not to use the public waste containers; they are provided for the customer's use only Festival personnel are not responsible for cleaning your booth or the area around your booth. You will be charged a fee if your area is left unclean.
- 22. The P.E.A.T. will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to the event being canceled, being before or during the show due to fire, or other calamity, or by an act of God, or due to a public health emergency, pandemic, public enemy, strikes, statutes, ordinances or legal authority or any other act beyond the control of The P.E.A.T. which makes it impossible or impractical to hold the event.
- 23. Festival management reserves the right to provide the contact information, including names, phone numbers, email addresses, etc., of vendors and/or vendors to customers and/or media.

This contract shall be deemed to have been made in the State of Pennsylvania & shall be interpreted in accordance with the laws of such state. In the event that legal action is required to enforce this contract or any of the terms thereof, such action shall be brought in the Courts of Westmoreland County, Pennsylvania, and the vendor expressly consents the jurisdiction of such courts. The parties agree to accept service of process in such action by ordinary mail sent to their business addresses as set forth in this contract. This cover letter, specifications and requirements, and application/contract (4-pages total) represent the entire agreement between The P.E.A.T. Association, Inc. and the vendor. Vendor agrees to pay for attorney fees for The P.E.A.T. Association, Inc. and vendor for any action brought by vendor.

Festival and Event Specifications & Requirements (Craft Vendors)

- 1. Set-up: September 20, 2025 7:30 am.
- 2. Tear Down: September 20, 2025 6:00 pm.
- 3. One table and 2 chairs are included in the 10x10 space.
- 4. \$100 or \$125 Fee must be fully paid for to be considered a complete application. NO PARTIAL PAYMENTS! NO REFUNDS!
- 5. Exhibitors may not sublet any portion of their space to another exhibitor. Exhibitors may not display or sell other exhibitors merchandise without prior approval by Festival Management. Exhibitors may not submit an application on behalf of another exhibitor or submit an application under an assumed name.
- 6. Exhibitor is responsible for being in compliance with any and all Pennsylvania sales tax requirements. PA Dept. of Revenue can be reached at 1-888 PATAXES or www.revenue.state.pa.us. Exhibitor must provide their sales tax license number on this application, or at least 30 days prior to each festival.
- 7. Merchandise: The Pennsylvania Education and Athletic Training Association will determine through its selection process whether merchandise is acceptable. Exhibitor can display or sell only accepted merchandise as listed on the attached application. All types of merchandise, including commercially produced merchandise and commercial exhibitors will be considered.
- 8. We recommend that each exhibitor carry Comprehensive General Liability Insurance at their own expense.
- 9. Food & beverage vendors have the exclusive right to sell food or beverage items and distribute samples. Any exhibitor selling edible/potable items will be required to submit a food vendor application and carry liability insurance.
- 10. Exhibitor's display cannot interfere with adjacent exhibitors or extend into aisles or beyond your clearly marked, assigned booth space.
- 11. No radios, televisions or public address systems permitted in your booth without prior authorization from The Pennsylvania Education and Athletic Training Association. No calling out to customers or selling in the aisles. You must remain in your booth space.
- 12. No alcohol and no smoking is permitted in or near your booth or in buildings at any time.
- 13. Only service animals as defined by the Americans with Disabilities Act are permitted. Therapy/emotional support animals are not recognized by the ADA.
- 14. Nothing may be nailed, stapled or otherwise affixed to the walls, floors, or any other part of the exhibition buildings or festival grounds.
- 15. Neither The Pennsylvania Education and Athletic Training Association, the sponsors, nor the facility owners assume responsibility for damages or theft of your booth and/or merchandise.
- 16. All electrical extension cords and electrical plugs must be the 3-wire, grounded, heavy-duty type, and U.L. approved. Electric may be limited to a certain wattage in each booth if a problem occurs with power outages. Contact the facility for electricity requirements.
- 17. Exhibitors must be in compliance with and booth materials must conform to all local fire regulations.
- Exhibitors will be assigned an exhibitor's parking area. All exhibitors, booth workers, helpers, etc. must park in areas designated by The Pennsylvania Education and Athletic Training Association. Violators will be towed at owner's expense. No vehicles permitted inside buildings.
- 19. Exhibitor's booth must be staffed and open during all hours. You are permitted up to 2 persons per booth space rented.
- 20. Bulk rubbish and trash must be taken to the designated trash areas before, during, and after each show day. Decorating materials must be removed the last day of the event. Please keep your booth clean and uncluttered. Do not use the public waste containers, they are provided for the customers' use only.
- 21. The Pennsylvania Education and Athletic Training Association, Inc. will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to the event being canceled, being before or during the show due to fire, or other calamity, or by an act of God, or due to a public health emergency, pandemic, public enemy, strikes, statutes, ordinances or legal authority or any other act beyond the control of The Pennsylvania Education and Athletic Training Association, Inc. which makes it impossible or impractical to hold the event.
- 22. Festival management reserves the right to provide the contact information, including names, phone numbers, email addresses, etc., of exhibitors and/or vendors to customers and/or media.

This contract shall be deemed to have been made in the State of Pennsylvania & shall be interpreted in accordance with the laws of such state. In the event that legal action is required to enforce this contract or any of the terms thereof, such action shall be brought in the Courts of Westmoreland County, Pennsylvania, and the exhibitor expressly consents the jurisdiction of such courts. The parties agree to accept service of process in such action by ordinary mail sent to their business addresses as set forth in this contract. This cover letter, specifications and requirements, and application/contract (4-pages total) represent the entire agreement between Family Festivals Association, Inc. and the exhibitor. Exhibitor agrees to pay for attorney fees for The Pennsylvania Education and Athletic Training Association, Inc. and exhibitor for any action brought by exhibitor. Copyright 2024 The Pennsylvania Education and Athletic Training Association, Inc.

The PA Education & Athletic Training Association PO Box 153 - Monroeville PA 15146

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| | Contract • 2025 Harvest Festival | |
|---------------|----------------------------------|--|
| Vendor Name | Phone | |
| Business Name | _ Bus Phone_ | |
| Address | What COUNTY do you live in | |
| City | State Zip | |
| Email | Cell Phone | |

APPLICATION & PAYMENT DEADLINE MAY 31 or August 1, 2025

PAYMENT TYPE: Payment based on POSTMARK date

\$100 or \$125 Check made payable to The PA Education & Athletic Training Association and send to: PO Box 153, Monroeville, PA 15146 (Return check \$35.00 fee)

\$100 or \$125 Credit Card – Complete section below for Visa, MasterCard, Discover & American Express (a 3% fee will be added for using a Credit Card)

Expiration Date ____/ 3 Digit Security Code ____ ___

Name on Card

Complete Billing Address or Credit Card (Street, City, State, Zip)

I authorize The Pennsylvania Education and Athletic Training Association to charge my credit card for all balances for the 2025 Harvest Festival.

Signature

Credit Card Payments and Applications can be sent to <u>info@thepeatinstitute.org</u> Electricity is purchased directly through Monroeville Convention Center.

<u>Definitions:</u> "Pre-packaged" - a vendor selling items that are prepared prior to arriving at the festival and are mainly a take-home item for the customer, such as; dips, candies, fudge, sauces, pickles, roasted nuts, kettle corn, etc.

The sale of lemonade, soft drinks, bottled water, and iced tea are not permitted! Festival management controls the sale of beverages.

This contract shall be deemed to have been made in the State of Pennsylvania & shall be interpreted in accordance with the laws of such state. In the event that legal action is required to enforce this contract or any of the terms thereof, such action shall be brought in the Courts of Allegheny County, Pennsylvania, and the exhibitor expressly consents the jurisdiction of such courts. The parties agree to accept service of process in such action by ordinary mail sent to their business addresses as set forth in this contract. This cover letter, specifications and requirements, and application/contract represent the entire agreement between The P.E.A.T. and the exhibitor. Exhibitor agrees to pay for attorney fees for The P.E.A.T. and exhibitor for any action brought by exhibitor.

Acceptance of Event Specifications & Requirements and the Application and Contract:

If accepted, I/we the applicant/s (hereafter the "Vendor") have read this Application and Contract, and Festival & Event Specifications and Requirements (listed on the back of the cover letter), and agree to abide by them in full. Vendor further agrees that if Vendor cancels out of any festival/event, Vendor forfeits the deposit and the entire booth fee. Vendor agrees that if Vendor cancels out of any festival/event, neither the deposit nor any of the booth fee will be transferred to another show. The undersigned Vendor and his/her agent/s or assign/s do expressly, forever and irrevocably release the The P.E.A.T. Association, Inc., ("The P.E.A.T.") its officers, directors, shareholders, producers, managers, employees and agents, and the owners of each of the festival/event sites (together the "Released Parties") of and from any liabilities, damages, injuries or losses, of any kind or nature, which may arise from the licensing and/or participation by the Vendor in any festival/event. Vendor and its agents, heirs and/or assigns hereby irrevocably agree to indemnify, defend and hold harmless the Released Parties from and against any and all liabilities, damages, injuries, claims, losses and costs (including reasonable attorney's fees) related to or resulting from: (i) Vendor's violation of the Specifications & Requirements and/or the Application and Contract; (ii) personal injury caused to any third party by Vendor and/or Vendor's merchandise and/or by Vendor's agents, employees and/or representatives; (iii) Vendor's participation in any festival/event; (iv) Vendor's use or sale of any items or materials which violate or allegedly violate any copyrights, trademarks, patents or other rights of any third parties (including but not limited to, intellectual property rights); and (v) any violation of or failure to comply with any applicable state, federal or local laws, regulations, statutes, and/or ordinances by Vendor or its agents and/or representatives, including but not limited to obtaining any required license(s) and/or permit(s). Vendor agrees that this is not a lease but only allows the Vendor to use the space provided for the duration of the festival/event. Vendor understands that if not accepted into a particular festival/event, fees submitted for that festival/event will be kept and applied to another festival/event that Vendor is accepted into. If this Application is accepted, Vendor gives permission to The P.E.A.T. to use Vendor's name and/or company name, address, telephone number, slides submitted, and any photographs or videotape taken at the festival/event of Vendor or Vendors items for any and all purposes. The P.E.A.T. reserves the right to accept or reject any food/beverage item based upon The P.E.A.T. selection process, at any time, without liability of any kind or nature. Vendor space not occupied by the opening time on the first day of the festival/event will result in forfeiture of the vendor space, and the space will be filled with a "wait list" vendor. Additionally, this shall be deemed a violation of the Contract and Vendor may be canceled out of future shows at the discretion of The P.E.A.T., with no refunds. All checks returned for nonsufficient funds (NSF) will be assessed a \$35.00 service fee for each check. Vendor also understands that if Vendor displays items in its booth that were not included and approved when this Application was submitted, Vendor will be required to remove them and/or face expulsion from the festival/event. The P.E.A.T., at its discretion, may change the opening or closing hours of the festival/event each day. Vendor may not display or sell another vendor's merchandise or share their space with another vendor unless approved by The P.E.A.T.. Vendor must be open during all event hours. The P.E.A.T. reserves the right to move any festival/event to another site without refund to Vendor. The P.E.A.T. reserves the right to have offenders of any of these Specifications and Requirements and Applications and Contract removed from any festival/event without refund. If The P.E.A.T. voluntarily cancels a festival/event for reasons outlined a full refund of booth fees will be returned to the Vendor with no further financial obligation, liability, or penalty to The P.E.A.T. The Specifications and Requirements and the Application and Contract, as well as the Acceptance of the same, shall be deemed to have been made in the Commonwealth of Pennsylvania and shall be interpreted in accordance with the laws of such Commonwealth without regard to conflicts of law provisions of any jurisdiction. In the event that legal action is required to enforce this contract or any of the terms thereof, such action shall be brought in the Courts of Allegheny County, Pennsylvania and the Vendor expressly and irrevocably consents to the jurisdiction and venue of such courts. The parties agree to accept service of process by ordinary mail sent to their business addresses as set forth herein. This Acceptance, Specifications and Requirements, and Application and Contract represent the entire agreement between The P.E.A.T. and Vendor with regard to the subject matter hereof and supersede all prior or contemporaneous agreements or understandings, whether written or oral with regard to such subject matter. Vendor agrees to pay for attorney fees for The P.E.A.T. and Vendor for any action brought by Vendor. Acknowledging all of the foregoing terms and provisions and the terms and provisions set forth in the Specifications and Requirements and the Application and Contract (all of which are hereby incorporated by reference and made a part hereof), by affixing its signature below Vendor hereby agrees to be legally bound by all such terms and provisions. The P.E.A.T. reserves the right to change or alter the Specifications and Requirements and the Application and Contract or the terms of this Acceptance at any time, upon notice to Vendor.

Vendor Signature

Date

The P.E.A.T. Association, Inc. Signature

Date

Have you included the following with your application?

- ð Fully completed application must be Signed and Dated.
- ð Self-addressed, stamped, business-sized envelope MUST be included with application.
- ð Check payable to The PA Education and Athletic Training Association or authorization to charge a credit card including all applicable fees.
- ð A proposed menu/inventory list of the items you will be selling.

Checks made payable to: The PA Education and Athletic Training Association Mail to: PO Box 153, Monroeville, PA 15146 Credit Card Payment and Applications can be emailed to: <u>info@thepeatinstitute.org</u> or mailed to PO Box 153, Monroeville, PA 15146

Describe what you sell?_____