



*TriState Events*  
*Fall Harvest Fest*  
*Vendor Agreement*



Vendor Agreement is made effective the date in which said Vendor completes and dates agreement; however, Vendor's are herein notified; all event booths/spaces are rented on a first come first serve basis. Vendor Agreement is made between **Event Organizer**. Dyalto Enterprises, LLC. dba. TriState Event Planning Services (TriState Events). **Physical Registered Address**. 136 Harvest Wagon Way Greencastle PA 17225-8507. **Mailing Address**. PO BOX 128 Greencastle, Pennsylvania 17225; **Email Address**. events@tristateevents.org; Office. (717) 262-8839; **Master Website** www.tristateevents.org. **Event Website**. <https://www.fallharvestfest.com> and the and the respective Vendor signee.

## **TERMS & CONDITIONS**

**1. VENDOR DEFINITION.** (<https://languages.oup.com/>) Vendor a person or company offering something for sale, especially a trader in the street: "an Italian ice cream vendor."

- A person or company whose principal product lines are office supplies and equipment.
- Law: the seller, especially of property.

- a) The following is offered as merely an example: 1) vendor refers to any "individual and/or business" who may display any of the following list of products or services but not limited to arts, crafts, retail, commercial; and/or any other types of promotional branding merchandise or products in a manner to which to display in a selling and/or demonstration manner for the public viewing; to exhibit; to showcase. 2) vendor may include any "individual and/or business" who may display any of the following list of products or services but not limited to any type of nonprofit organization or affiliation/business 501(c)(3) and/or who may choose to participate to raise awareness or fundraiser on behalf of their cause. 3) The definition of vendor may also refer to any "individual and/or business" who displays and/or sells any of the following list of products or services not limited to -beer, wine, spirits, cider, hard cider, liquor, beer, mead, etc.
- b) These are typically commercially made including but not limited to those that are licensed to serve on their own premises as well as permitted to set up at festivals, fairs, and other types of similar events. These would also include serving and/or selling manner to then demonstrate for the public

31 viewing, tastings, exhibit and/or to consume or to showcase in a like manner as to not limited the  
32 hosting of and/or selling, promoting, branding, ones branded or logoed merchandise onsite.

33 **NOW, therefore it is hereby agreed upon that:**

34 **2. PURPOSE.** For the PURPOSE of the Vendor Agreement, *ALL* Vendors and/or his/her appointee;  
35 hereinafter, referred to as the “Vendor” anywhere hereinafter fully understand and are made  
36 effectively aware that the date said Vendor completes, electronically e-signs online or applies a wet  
37 signature is hereby held responsible to all agreed upon terms and conditions set forth in this contract.

38 **NOW, THEREFORE,** it is agreed that: **PURPOSE.** TriState Events and the Venue agrees to provide  
39 space for Vendor to conduct his or her business on the grounds of **Winsome Ranch** (Venue), at the  
40 **Fall Harvest Fest.** Use of the **Winsome Ranch** (Venue) is limited to specific Vendor spaces allotted  
41 by the buildings administration and individual spaces are designated by Event Organizer.

42 **3. EVENT DATES AND HOURS OF OPERATION.** Hereinafter, the inaugural ***Fall Harvest***  
43 ***Fest***, a fundraiser benefiting Selfless Service will commence on **Saturday, October 12<sup>th</sup> from 9AM**  
44 **to 5PM and October 13<sup>th</sup> 10AM to 4PM.** The event will be held at **Winsome Farm Ranch Resort,**  
45 **444 Nealy Rd, Newville, PA 17241** (herein after referred as the 'Venue')  
46 <https://www.winsomefarmrider.com>.

47 **4. APPEARANCE.** Vendors’ responsible for cleaning and maintaining his or her reserved booth space  
48 in an organized and neat manner including but not limited to the removal of bulk trash, individual  
49 trash, and any additional smaller trash/debris in and around his or her booth area. Should Vendor fail  
50 to keep his or her reserved booth space in an orderly manner an additional trash removal fee may be  
51 assessed.

52 **5. DISPLAYS AND SIGNS.** All displays inside any Venue, building (hereinafter referred to  
53 “building”), or grounds must be free standing. Nothing may attach to walls or columns of the building,  
54 if applicable, by any means at all. Signs should not block other Vendor's shops/booths. As  
55 aforementioned, *ALL* signs may not attach to the walls or columns of the building/venue, grounds, or  
56 within each Vendor’s space(s).

57 **6. QUALITY PRODUCTS.** Each Vendor shall ensure proper quality of the products sold. Vendor  
58 must comply with all applicable laws as to the products and/or services sold by said Vendor's.

7. **PAYMENT.** Vendor is provided the agreed upon booth space in exchange for the required agreed upon registration amount as indicated on said contract information form, signed, and returned. Vendors are responsible for his or her own tables, chairs, canopies, canopy weights, extension cords, table linens, display décor, etc. Event Organization(s) do not provide any supplies mentioned above including but not limited and/or any of the following tape, clips, paper, etc. Vendors requesting such supplies, and/or equipment will incur additional fees. Attendees, Children, and/or *all* other persons attending the event including but not limited to those individuals under the age of <21 must purchase a ticket and ensure he or she has the age-appropriate wristband. Vendor Booth Registration ONLY pays for Vendors' entry into the event. All person's must be prepared to show State Issued ID, including Vendors' Helpers, Staff, Volunteers, and/or Employees, etc. Additional booth spaces may be available and reserved upon request, first come first serve basis. \*\*\* Booth diagram will be provided to the Vendor at the time of setup. \*\*\*

59 8. **INDOOR SPACE(S).** The Indoor Arena is limited to booth spaces available. Vendors will be  
60 permitted to rent 10-feet x 8-feet booths on a first come first serve basis inside the indoor arena.

61 9. **OUTDOOR SPACE(S).** Vendors may select outdoor 10-feet by 10-feet booths. Vendors are  
62 responsible for bringing table(s), chair(s), and canopies (for outside spaces) unless otherwise herein  
63 notified. Vendors are not allowed to extend over into other Vendor's spaces.

64 10. **VENDOR BOOTH PROVISIONS.** The following provisions are provided, per Vendor, per  
65 request, upon availability on a first come first served basis.

66 a) Additional 10-feet x 8-feet inside or 10-feet by 10-feet outside may be rented/reserved upon  
67 availability.

68 b) Electric may be reserved on a first come first serve basis for indoor booths and outdoor booths  
69 rentals at an additional fee found on line 301.

70 25. Vendors who are caught connecting to electricity without prior reservations and electricity fee  
71 payments will be subject to a fine and/or requested not to return to future events with TriState  
72 Events.

73 c) TriState Events uphold values such as honor, trust, honesty, and integrity. These same values from  
74 Vendors are not only appreciated but are expected.

75 d) **ALL Vendor Booth Rental Fees *MUST* be *PAID IN FULL* along with *ALL REQUIRED***  
76 ***INSURANCE* documentation *PRIOR ACCEPTANCE & ARRIVING* to *SETUP*.**

77 ***\*\*\* PAYMENT LINK is HERE ON THE WEBSITE \*\*\****

- 78 e) **Outdoor Booth Space** [10-Feet x 10-Feet] ~~{2-Day \$140}~~ **\$50**
- 79 (ReSeller/Distributor/Commercial/Crafter-Retail Branding)
- 80 f) **Indoor Space** [10-Feet x 8-Feet] ~~{2-Day \$150}~~ **\$60**

81 g) Vendors are not allowed to represent more than one (1) business within each booth space,  
 82 without adjusting the Booth Registration Fee to allot for more than one (1) business. If more  
 83 than one (1) business is being represented, Vendors are required to reserve an additional space  
 84 for the additional business.

85 h) Vendors ARE NOT permitted to extend over into another Vendor’s space(s). No Exceptions!  
 86 Vendors should not leave his/her space unattended for any time during the event’s operating  
 87 hours without adequate coverage.

88 i) Vendors should not leave his/her space unattended for any period during the operating  
 89 hours of said event unless coverage is available. Please partner with a neighboring Vendor for  
 90 assistance with coverage for restroom breaks **ONLY**, as warranted.

91 **11. SERVING AND CONSUMING ALCOHOLIC BEVERAGES. ILLEGAL DRUGS**

92 **PROHIBITED.** Vendor(s) and/or Vendor’s Representative(s), Helper(s), Volunteer(s),  
 93 Employee(s), etc. agree to comply with all Pennsylvania State, Cumberland Valley, Cumberland  
 94 County, and/or the Township of Newville hereby swear to uphold adherence to all ordinances  
 95 and laws according to along with following all of the rules and regulations set forth by the Event  
 96 Organizing Company, TriState Events and the Venue’s policies, procedures, and guidelines,  
 97 thereof, pertaining to the service, sell, and consumption of alcoholic beverages at any event  
 98 hosted by and/or held on said property.

99  
 100 Vendor(s) selling or serving expressly agree to assume all liability and indemnify Dyalto  
 101 Enterprises LLC, TriState Event Planning Services along with its Leadership Team and Staff  
 102 and/or Volunteers, the Venue, along with the Township of Newville and Cumberland County and  
 103 all other its directors, officers, employees, affiliates, subsidiaries, assigns, and agents and any  
 104 additional individuals within those institutions aforementioned from any claim for damages  
 105 arising from Vendor(s) participating in said event, its guests or agent serving or consuming  
 106 alcoholic beverages during or relating to Vendor(s)’ event booth rental. Illegal drugs are strictly  
 107 always prohibited from Venue’s property without exception. Vendor(s) expressly agree to  
 108 assume all liability and indemnify TriState Events, its directors, officers, employees, affiliates,

109 subsidiaries, assigns, and agents as well as the Venue from any claim arising from Vendor(s),  
110 its guests or agent serving or consuming illegal drugs during or relating to Vendor(s)' booth  
111 rental.

112 **I.** Only licensed servers or business owners may serve or distribute alcoholic beverages during the  
113 event and must provide proof of licensure and insurance to TriState Events at the time of Vendor  
114 Registration Packet submission. TriState Events reserves the right to allow only certain Vendors  
115 to serve alcohol.

116 **II.** The following are PROHIBITED concerning the service or consumption of alcoholic beverages  
117 by Vendor(s), its guests, its agents or other third on Venue's property:

- 118 a. Serving an alcoholic beverage by any person without a State Issued ID showing date of birth;  
119 a \$250 fee will be assessed for any party found serving alcohol without a licensed bartender.
- 120 b. Serving an alcoholic beverage by any person under the age of twenty-one (21).
- 121 c. Serving any alcoholic beverage to any person without first obtaining a government issued I.D.  
122 verifying the person is at least twenty-one (21).
- 123 d. Serving any alcoholic beverage to any person who is visibly intoxicated or reasonably  
124 suspected to be impaired.
- 125 e. Serving any alcoholic beverage to any person who is a minor or to any person with reason to  
126 believe that such alcoholic beverage will be given to a minor.
- 127 f. Vendor(s), its guests or any third parties leaving the event with any open alcoholic container.
- 128 g. Serving or consuming alcoholic beverages using a bar type structure.
- 129 h. Unused Alcoholic Beverages. Any unused alcoholic beverages may not be left at an event at  
130 its conclusion. Alcoholic beverages that are open and unused that are not in saleable condition  
131 shall be destroyed. Unopened alcoholic beverages or alcoholic beverages that are open and  
132 unused that are in saleable condition shall be removed from premises at the time the Vendor  
133 departs.

134 **III. ALL Vendor(s), Server(s), and Business Owner(s).** All Vendor(s), Server(s), and Business  
135 Owner(s) must comply with the following:

- 136 a. Any server handling alcoholic beverages must be twenty-one years of age or older.

- 137 b. All Business Owner(s) must provide TriState Events with a list of licensed alcohol servers  
138 they will have participating in the event with them who will also be serving alcohol.
- 139 c. **Vendor(s), Server(s), and Business Owner(s) participating as a “Vendor” may not**  
140 **consume or be under the influence of alcoholic beverages while participating in the**  
141 **event.**
- 142 d. Any server who sells or serves alcoholic beverages does so under the direction and supervision  
143 of the stated Vendor.
- 144 e. Prior to Vendor(s) agrees to inform all their servers concerning the above provisions.
- 145 f. Vendor(s) agree that failure by Vendor(s) or by any their immediate servers shall be cause for  
146 TriState Events and/or the Venue Representatives or Management Staff to immediately ask  
147 them to leave the event and may not be permitted to contract with future events.

148 **12. INCLEMENT WEATHER.** For all inclement weather please refer to the Event Organizers master  
149 website for the company’s inclement weather policy located **INSERT hyperlink URL @**  
150 **tristateevents.org.**

151 **13. POLICY VIOLATION.** If *ANY* Vendor wrongfully violates this agreement. involuntarily or  
152 voluntarily, said Vendor will not be permitted to sign into future Vendor Agreements with TriState  
153 Event Planning Services and/or its Affiliates.

154 **14. INSURANCE REQUIRED or OPTIONAL.** *Vendors are HIGHLY encouraged to carry*  
155 *liability insurance pre, during, and post participation in any event managed by and/or with TriState*  
156 *Events.* Vendors are the exclusive primary liable party responsible for obtaining insurance coverage  
157 on the property he or she brings into the building. TriState Events and/or Winsome Ranch (Venue)  
158 accepts no liability for lost, stolen or damages to property or property/products owned by Vendor and  
159 is not required to carry additional insurance to cover his or her property and/or products. Holding  
160 business liability insurance for events is the responsibility of the Vendor as it will provide protection  
161 for Vendor, and attendees alike should anyone become injured while occupying Vendors’ specific  
162 area of the event, should products become damaged, stolen, etc. while participating in the event, or  
163 God forbid a Natural Disaster should occur.

164 **15. INDEMNIFICATION.** Vendor agrees to indemnify and hold TriState Events, and/or Winsome  
165 Ranch (Venue) harmless from all claims, losses, injuries, expenses, and fees including attorney fees,  
166 costs, and judgments that may be asserted against TriState Events and/or Winsome Ranch (Venue)  
167 that result from the acts or omissions of Vendor and/or any of the Vendor’s employees, agents, or

168 representatives. TriState Events or Winsome Ranch (Venue) shall be solely responsible for ensuring  
169 all applicable laws are followed and complied with in selling and presenting of TriState Events, and/or  
170 Winsome Ranch (Venue) products and services at the event.

171 **16. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is  
172 prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force  
173 Majeure"), and if the party unable to carry out its obligations gives the other party prompt written  
174 notice of such event, then the obligations of the party invoking this provision shall be suspended to  
175 the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of  
176 God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil  
177 authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work  
178 stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts  
179 under the circumstances to avoid or remove such causes of nonperformance and shall proceed to  
180 perform with reasonable dispatch whenever sonable control of a party if committed, omitted, or  
181 caused by such party, or its employees, officers, agents, or affiliates.

182 **17. ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be  
183 resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of  
184 the American Arbitration Association. The parties shall designate a mutually acceptable arbitrator  
185 knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are  
186 unable to agree to such a selection, each party will designate an arbitrator and the two arbitrators in  
187 turn shall designate a third arbitrator, all three of whom shall preside jointly over the matter. The  
188 arbitration shall take place at a location that is reasonably centrally located between the parties, or  
189 otherwise mutually agreed upon by the parties. All documents, materials, and information in the  
190 possession of each party that are in any way relevant to the dispute shall be made available to the  
191 other party for review and copying no later than 30 days after the notice of arbitration is served. The  
192 arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive  
193 damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in  
194 connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding  
195 on the parties, and judgment may be entered in conformity with the decision in any court having  
196 jurisdiction. The Contract to arbitration shall be specifically enforceable under the prevailing  
197 arbitration law. During the continuance of an arbitration proceeding, the parties shall continue to  
198 perform their respective obligations under this Contract.

199 **18. VENDOR RESPONSIBILITY.** Vendors cancellation or notification of inability to participate in  
200 said event does not negate the fact that *ALL* registration fees, sponsor, and/or donation of any products  
201 and/or monetary donation towards door prizes, booth space, or raffles or overall event(s) are  
202 completely NON-REFUNDABLE.

203 **19. FORFEIT BOOTH.** Vendor must detail ALL product(s) and/or service(s) they wish to offer during  
204 the event, no exceptions. Vendor may host a contest or drawing to obtain the attendees contact  
205 information would be considered a solicitation whereas the Vendor would then benefit from the “lead”  
206 generation. In generating “leads” through these methods, each Vendor must ensure he or she is fully  
207 aware of all federal, state and/or local laws that protect consumers unwanted solicitations and/or his  
208 or her right to privacy. Furthermore, Vendors are also notified they must not continue pursuing  
209 attendees who evidently display unwillingness to participate in Vendor’s solicitation quest (i.e.,  
210 walking behind attendee down aisle is prohibited). If this behavior is witnessed, the Vendor may  
211 receive a warning on the first offense, may be asked to vacate the event and/or may risk not be  
212 permitted to participate in future events.

213 Vendor acknowledges that by signing they furthermore discharge Dyalto Enterprises LLC, TriState  
214 Event Planning Services (TriState Events) and/or Venue including either of its directors, officers,  
215 employees, affiliates, subsidiaries, assigns, and agents including the Venue and any additional  
216 individuals within those institutions from any claim for damages arising from any responsibilities,  
217 claims, loss, or damage while participating in the event/show.

218 **20. PARKING POLICY.** To ensure ample and adequate parking spaces Vendors are assigned a specific  
219 parking area at every Venue. Vendors will receive further information via email and/or instruction  
220 detailed within the diagram of the property and/or any facility on the grounds pertaining to where  
221 Vendor parking will be located.

- 222 **a.** All Vendors are required to finish unloading their vehicle, trailer, storage truck(s) then relocate  
223 their vehicle to the designated “Vendor Parking Area.”
- 224 **b.** Vendors are hereby notified that this parking rule will be strictly enforced by the onsite Safety  
225 Director, their designee, as well as any of the additional Event Staff Representative(s).
- 226 **c.** Vendor(s), along with their employee(s), representative(s), volunteer(s), and/or helper(s) who may  
227 be also accompanying stated Vendor at the event may also park in the Vendor designated “Vendor  
228 Parking Area”; however, they must also obtain a **“VENDOR PARKING PASS.”**



- 229 d. Each Vendor and/or his/her designated personnel participating in the stated event *must* ensure the  
230 parking pass [may be retrieved from the Event Organizer during Set-Up on Friday and/or Saturday  
231 morning] is visibly displayed on the vehicle’s dash. If the “VENDOR PARKING PASS” is *not*  
232 visible the Vendor runs a risk of having his/her vehicle being towed at his/her and/or the owner’s  
233 expense.
- 234 e. Vendor’s may request one (1) additional “VENDOR PARKING PASS” for any additional  
235 individual who may be accompanying them (i.e. employee(s), representative(s), volunteer(s),  
236 and/or any additional helper).
- 237 f. Vendor must include the number of “VENDOR PARKING PASS” needed in the proper space on  
238 the signature form. Failure to include does not equate to automatic forgiveness to receive at event.
- 239 g. \*\*\*FAILURE TO COMPLY with these parking rules may result in said VENDOR being excluded  
240 from receiving a “VENDOR PARKING PASS.” \*\*\* **ANY VEHICLE PARKED IN A NO**  
241 **PARKING AREA WILL BE TOWED AT THE OWNER’S EXPENSE. \*\*\***

242 **21. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provisions of  
243 this Contract shall not be construed as a waiver or limitation of that party’s right to  
244 subsequently enforce and compel strict compliance with every provision of this  
245 Contract/Agreement.

246 **OPTION 1:** By completing the information sheet located on the website Vendor is admitting that he  
247 or she has thoroughly read through each of the only Vendor Agreement details and agrees with all  
248 the details listed. Vendor the Vendor Agreement once completed to the Business Fax Number listed  
249 below as it is not recommended to send via United States Postal Service due to the Vendor Booth  
250 Space not officially being reserved until the Full Vendor Booth Reservation Fee has been paid via the  
251 Vendor Payment Portal on TriState Events web site as well as receipt of the completed/signed Vendor  
252 Agreement.

253 **OPTION 2:** You may scan then send completed/signed Vendor Agreement via email to the Business  
254 Email Address listed below while next visiting the TriState Events web site listed below to finalize  
255 the Vendor Booth Reservation Fee payment, scroll to the bottom of the front page to the link for  
256 Vendor Payment Portal.

257 **Disclaimer:**

258 The information contained herein is not limited to and/or all inclusive; however, serves to protect  
259 those members, coordinators, and/or venues from all claims, losses, injuries, expenses, and/or  
260 fees including but not limited to attorney fees, costs, and/or judgments that may be asserted  
261 against the named above from any such acts or omissions of acts related to said event.

262  
263  
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# TriState Events Vendor Agreement



**EVENT VENUE:** WINSOME FARM RANCH

**LOCATION:** 444 NEALY ROAD NEWVILLE, PA

(PRINT LEGIBLY)

**Participant Name:** \_\_\_\_\_  
*REQUIRED*

**Contact Name:** \_\_\_\_\_  
*REQUIRED*

**Name(s) of Helpers:** \_\_\_\_\_  
*REQUIRED*

Legal

**Business Name:** \_\_\_\_\_  
*REQUIRED*

**Business Name:** \_\_\_\_\_  
*REQUIRED* (as it should appear on listings)

**Business Tax ID:** \_\_\_\_\_  
*REQUIRED*

**Business Sales Tax ID:** \_\_\_\_\_  
*REQUIRED*

**Business Phone:** \_\_\_\_\_  
*REQUIRED*

**Mobile Phone:** \_\_\_\_\_  
*REQUIRED*

**Street Address:** \_\_\_\_\_  
*REQUIRED*

**City:** \_\_\_\_\_  
*REQUIRED*

**State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
*REQUIRED REQUIRED*

**Website:** \_\_\_\_\_  
*REQUIRED*

**Email:** \_\_\_\_\_  
*REQUIRED*

**Type of Product or Service.** \_\_\_\_\_  
*REQUIRED*  
(Craft, Toys, Health, Pet, Politics, Home Improvement, Direct Sales, Bakery, Wood Furniture, etc.)

**BOOTH POLICY:** [ONLY one business permitted to occupy a space.]

List ALL Products/Services to be offered during the event. Use separate sheets of paper, as needed.  
*REQUIRED*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TriState Event Planning Services/ Office: (717) 262-8839/ Fax: (717) 597-0226

Email: [events@tristateevents.org](mailto:events@tristateevents.org) / Mailing Address: PO BOX 128 Greencastle, PA 17225

Physical Address: 136 Harvest Wagon Way Greencastle, PA 17225

<https://www.tristateevents.org/> / <https://fallharvestfest.com>

**BY ESIGNING, ELECTONICALLY or AFFIXING A SIGNATURE TO THIS CONTRACT, I KNOWLEDGE THAT I HAVE RECEIVED AND READ ALL THE TERMS & CONDITIONS, RULES/GUIDELINES AND AGREE TO ABIDE BY THOSE SET FORTH HEREIN.**

**# OF PARKING PASSES (2 MAX).** \_\_\_\_\_ **VENDOR BOOTH INDOOR \$60 10'X8'** \_\_\_\_\_

**ELECTRICITY (\$30).** \_\_\_\_\_ **VENDOR BOOTH OUTDOOR \$50 10'X10'** \_\_\_\_\_