

Fall Harvest Fest

Vendor Registration Packet



Location

**Carlisle Expo Center
100 K Street
Carlisle, PA 17013**

Event Date & Time

Early Set-Up: October 27th from 2PM to 6PM

1st Event Day: October 28th from 9AM to 5PM

2nd Event Day: October 29th from 10AM to 4PM



Event Details & Packet Instructions

Welcome One! Welcome All!

TriState Event Planning Services' Leadership Team and Event Staff [a.k.a. "The Dream Team"] (TriState Events) are delighted to be returning to the Carlisle Expo Center once again 2023 Fall Season to host our 5th Annual Fall Harvest Fest @ the Carlisle Expo Center. The Carlisle Expo Center is an exquisitely spacious 30,000 square foot venue which has a standing capacity of 7,459 located directly across from the Carlisle Fairgrounds. The Expo Center has parking capabilities for 350 automobiles whereas all overflow parking is typically routed over to the Fairgrounds.

TriState Events has been hosting two events at the Carlisle Expo Center for five years now with our Fall Harvest Fest and our Winter Wonderland. We begin advertising and preparing for both immediately after each event ends. TriState Events will work to book a minimum of 120+ Booths/Vendors on the inside and will accept Vendors on the outside other than Food/Concession Trucks should Vendors request. TriState Events typically will expect to book up to 10 beverages, food, and/or concession style trucks during either of those events. Those Vendors would expect to receive a separate Food Vendor Registration Packet. TriState Events Leadership Team & Event Staff would like to welcome each of our returning Vendors back to Carlisle, Pennsylvania to join us as we enjoy another festive time in Carlisle.

TriState Events returns to the Carlisle Expo Center located in Carlisle, Pennsylvania to host its 5th Annual Fall Harvest Fest, Toys for Tots Fundraiser. The TriState Events Leadership Team and Event Staff is undeniably thrilled to be returning to one of our most enjoyed venues where we host events with some of the most talented craftsmen and craftswomen along with many wonderful exhibitors and vendors from all types of industries.

TriState Events had the pleasure of joining the local Carlisle Chamber of Commerce in 2022 and are quite excited to be able to join in the many networking opportunities within the local community and businesses. In addition, be sure to pick up your copy of the 2023 annual Cumberland County Tourism Guide. There you may just see the TriState Events' ad showcasing our annual Fall Harvest Fest and Winter Wonderland that we host right there in Carlisle, PA.

EARLY BIRD BOOTH SPECIAL

***** ** Returning Vendors ONLY ** *****

25% Deposit to Secure Booth

MUST BE Received ON or BY

April 7th, 2023

ALL REMAINING Vendor Fee(s)

MUST BE Received ON or BY

June 15th, 2023

VENDOR REGISTRATION PACKET INSTRUCTIONS.

THE ENTIRE VENDOR REGISTRATION PACKET MUST be FAXED or SCANNED. Submission of the “Completed Vendor Registration Packet” *must* be *pdf* format and include all pages within one complete file. Each Vendor *must not* proceed with his/her submission by attaching 20 individual separate attachments. Moreover, if Vendor is unable to fax the physical completed document, then Vendor should scan then Email in Addition to Using the GoDaddy Link Provided

New & Exclusive beginning in the 2023 Event Fiscal Year, TriState Event Planning Services (TriState Events) will begin permitting Returning Vendors following by all new Vendors to select the booth location he/she wishes to occupy during the 5th Annual Fall Harvest Fest in Carlisle, PA.

- I. EARLY BIRD REGISTRATION DISCOUNT.** Returning Vendors *during a limited time* will be permitted to select their desired booth location utilizing the enclosed Carlisle Expo Center floorplan created by TriState Events which details each specific cost per prime booth location. Vendor *must* submit the *entire* Vendor Registration Packet along with 25% Deposit by April 7th, 2023, via the provided GoDaddy “Poynt” Payment System link to secure the selected Vendor Booth for the Fall Harvest Fest. Vendors should follow these exact same steps for all additional TriState Events annual calendar of events.

LIMITED ELIGIBILITY. To reiterate, upon receipt of this Vendor Registration Packet, for a limited time *only Returning Vendors* have the first choice at choosing the location of his/her booth followed by submission of the *entire* Vendor Registration Packet back via *fax or scanned then emailed ONLY*. The submission of the Vendor Registration Packet must be completed in its entirety including Vendor’s initials at the bottom of each page, no exceptions.

There *must* also be data in every field that requires data input by the Vendor. **NO EXCEPTIONS!** See Section B for further detailed explanations on how to secure Vendor Booth. Additional questions may send email to events@tristateevents.org. For all new Vendors, (*non-returning Vendors*), the **absolute drop-dead deadline** to submit payment, regardless of payment method, *must be* received **on or by June 15th, 2023 @ 5:00 PM. NO EXCEPTION!** Late Fees will begin accruing effective **June 16th** and beyond. The Carlisle Expo Center events are not our only events. We are already planning and producing next year’s events which means Vendors diligence is appreciated.

A. INSTRUCTIONS. Click reply on email, Vendor should ensure that every field within the Vendor Registration Packet is completely filled in. If any field is left blank, the application/packet will be immediately **DENIED!**

- i. Vendor *must* type or write his/her chosen booth number(s) in the provide box(s).
- ii. Vendor must utilize the GoDaddy Payment Link contained in the Vendor Registration Packet (Vendor Contract) to secure his/her booth for the Fall Harvest Fest on or by 5PM on April 7th. No Exceptions!
- iii. It is imperative that Returning Vendors as well as New Vendors become completely aware as well as compliant with ALL TriState Events policies, guidelines, terms, and conditions.

- B. It is TriState Events' policy not to hold **any** booths. After the initial two-week period up to April 7th additional Vendors will be permitted to secure his/her booth as well as open enrollment will be available for all Vendors.
- C. If Vendor is ready to proceed with registering for his/her booth click the link below to launch the Fall Harvest Fest NEW website. Once the website has launched click on link for the Fall Harvest Fest Vendor Registration Packet to launch, print, complete, then Vendor must submit the **entire** packet back either scanned and emailed OR via fax.
- D. Vendor must submit three (3) jpeg images of his/her booth display along with a minimum of three (3) to five (5) max jpeg images of the products Vendor plans to sell or offer during the show.
- E. All Vendors who do not submit the images of his/her booth and products will be denied. **NO EXCEPTIONS!**

II. EARLY BOOTH SET-UP. Each year, TriState Events' Leadership Team & Event Staff are on-site at The Carlisle Expo located at 100 K Street Carlisle, PA 17013 the immediate Friday prior to the two-day commencement of our Fall Harvest Fest event. Vendor(s) can expect to receive ongoing email communications containing event updates, news, and any additional pertinent information vital to their success. An email will be distributed to all Vendors on or about four weeks prior to early set-up in which each Vendor must respond with the exact time he or she will be arriving to early set-up on Friday, October 27th, **NO EXCEPTIONS.** Vendors who arrive without first notifying of his or her arrival to early set-up, Vendor **WILL NOT BE** permitted to unload and/or set-up. **THE EARLY SET-UP DAY WILL BE PRE-SCHEDULED PER VENDOR ON A FIRST COME FIRST SERVE BASIS.**

ABSOLUTELY NO Vendors will be permitted to entry for det-up after 6pm on Friday. If accommodation is needed for a later arrival time than initially selected but prior to the opening hours on first day of the event, Vendor **must** contact TriState Events' Organizer to request approval. Early set-up is available only to a select number of Vendors per hour, as aforementioned, on a first come first served basis.

Each Vendor should reply via email to one of the two following choices: 1) Vendor **XXXX** will be arriving on Friday, October 27th to early set-up @ **XXXX Time.** or 2) Vendor **XXXX** will be arriving on Saturday for set-up @ 7am. **There are no exceptions to these set-up times.**

All Vendors must choose one of the two options. There will be a limited number of Vendors permitted each hour during early set-up to reduce congestion of cars entering the facility/venue. The absolute latest choice to arrive for early set-up would be 5:45 PM on Friday, October 27th. Those Vendors agree and understand the Venue will close promptly at 6:55PM. **All** Vendors who select 5:45PM understand they will only be permitted approximately one hour of set-up time. No exception. The Vendor will then return Saturday morning to complete his or her booth set-up.

Any Vendor arriving after 6PM must **STOP & DROP ONLY.** STOP & DROP simply means all Vendors arriving after 6PM will check in with the Event Organizer **FIRST**, locate his or her booth space, unload

his or her products to said booth, followed by returning the following event day to finish setting up. Tear down for the Fall Harvest Fest will be Sunday beginning promptly at **4PM ONLY, NOT ANYTIME BEFORE; 4PM to 6PM**, a two-hour window only.

IMPORTANT INFORMATION. Vendors will want to ensure his or her booth design follows the following guidelines ... booth design must be welcoming, appealing, spacious, less crowded, along with each booth being easily accessible for the attendees along with preferably handicapped accessibility; booth must also be where at all possible, easily assembled ready for set-up and tear-down within the allotted time. Vendors will want to be sure to bring adequate volunteers, employees, and/or helpers to assist with set-up and tear-down should he or she need extra assistance.

- III. **TARDINESS.** Tardiness is **NOT ACCEPTABLE**. All participating Vendors should be on time to the Venue on both days of the event. **THERE IS NO REASON TO BE TARDY!** ALL Vendors must arrive NO later than 8:55 AM on Saturday, October 28th and by 9:55 AM on Sunday, October 9th. ANY Vendor who arrives on or after these times WILL NOT be permitted to work at their BOOTH. The Vendor will be asked to pack up or pay a fine. Vendors may forfeit his/her booth space (and his/her booth fee) if Vendor does not arrive by the specified time. If Vendor encounters any difficulties or issues while in route to the Venue/Show (i.e., car breaks down or get stuck in unusually bad traffic) Vendor is instructed to contact the Event/Show Organizer immediately to advise of the situation; the Event Organizer may be able to provide / allow some flexibility within the guidelines set forth within this Vendor Registration Packet; as well as by maintaining an open communication it will also create and nurture a positive relationship between the Vendor and the Event Organization for this and all future Events/Shows.
- IV. **TRANSPORTING WARES/GOODS.** Vendors may or may not be able to drive right up to your booth space. If choosing to arrive on Friday depending on the time of arrival the showroom floor may already be too full of Vendors to allow additional Vendors to drive directly to his/her booth space for unloading. It is imperative for all Vendors to be sure every part of his/her booth display, and products are stored and packed in a way that would be easily carried and/or wheeled from the parking lot to inside the Venue just in case Vendor would need to carry his/her things quite a distance from his/her vehicle or have those loaded on a dolly or hand cart. Those latter two should be available for use at the Venue. Simply partner with a staff member for assistance to borrow one, if applicable.
- V. **BUSINESS TAX ID/SALES TAX ID.** A Pennsylvania Sales Tax License is **required** to sell taxable items at **any** craft and vendor show in the state of Pennsylvania whether the Vendor may have already officially registered his/her business in the state of Pennsylvania or even if he/she considers what they do to simply be a “hobby.” Most states consider a “hobby” to be “taxable” once the individual begins “selling” the products for money; thereby, the products made in the “HOBBY” are indeed taxable according to the PA Revenue Service.

Each Vendor, furthermore, all businesses are required by the Pennsylvania Revenue Service who plan to sell products and/or services subject to sales tax to obtain a Pennsylvania Sales, Use and Hotel Occupancy Tax License. Vendors are required to register his or her business utilizing the PA-100 Enterprise Registration application to obtain a Pennsylvania Sales Tax License. The quickest and easiest way to apply is directly on-line at: <http://www.pa100.state.pa.us/>.

Once the Vendor submits his or her “Online Pennsylvania Sales Tax License Application” he and/or she will receive his or her sales tax account number via e-mail and/or he or she may retrieve his or her account number(s) by logging onto <http://www.pa100.state.pa.us/>. His or her registration packet/license will also be mailed within 7 to 10 business days after they submit their Pennsylvania Sales Tax License Application.

Vendor’s may submit his or her “Sales Tax returns and payments” electronically over the Internet using the Pennsylvania Sales Tax License e-TIDES system or via toll-free, touch-tone telephone at 800-748-8299. For more information regarding the e-Tides filing system Vendors may visit, www.etides.state.pa.us.

Electronic filing methods are fast, easy, safe, and free. Vendors are required to register for a Pennsylvania Sales Tax License as well as required to charge the Pennsylvania state sales tax along with any locality or borough sales tax on all taxable products and/or services, followed by submission of collected stated sales tax to the appropriate entities after each event the Vendor participates in the State of Pennsylvania, even if the Vendor has not yet received his or her Sales Tax License. All Vendors must proceed to collect the appropriate sales tax in that region even while awaiting the Pennsylvania Sales Tax License to arrive. (see accompanying state by state laws and regulations attachment).

VI. SALES & USE TAX TAXABILITY LIST. According to www.revenue.pa.gov., “The information provided on this page is for informational purposes only and does not bind the Pennsylvania Department of Revenue to any one entity. Statutory or regulatory changes, judicial decisions, or different facts may modify or negate the tax determinations as indicated.”

1. SALES TAX FILING FREQUENCIES

A. MONTHLY RETURNS WITH PREPAYMENT OBLIGATIONS ACCELERATED SALES TAX – AST LEVEL 1

- i. Licensees whose actual tax liability is \$25,000, but less than \$100,000 per quarter, must pay 50 percent of the tax liability for the same month of the preceding calendar year or remit at least 50 percent of the actual tax liability required to be reported for the same month in the current year.

B. ACCELERATED SALES TAX – AST LEVEL 2

- i. Licensees whose actual tax liability is \$100,000 or more per quarter, must pay 50 percent of the tax liability due for the same month of the preceding calendar year.

C. PREPAYMENT DUE DATES.

- i. Prepayments are due by the 20th of the current month; returns and remaining liabilities for the period are due the 20th of the following month.

D. MONTHLY RETURNS.

- i. Licensees whose actual tax liability is less than \$25,000, but greater than \$600 per quarter, must file monthly. Monthly returns are due the 20th day of the month following the end of each calendar month.

E. QUARTERLY RETURNS.

- i. Licensees whose actual tax liability is less than \$600 per quarter, but greater than \$300 annually, must file quarterly.
- ii. Quarterly returns are due the 20th day of the month following the end of each calendar quarter.

F. SEMI-ANNUAL RETURNS

- i. Licensees whose actual tax liability is \$300 or less annually, must file semi-annually. Semi-annual returns are due August 20th for the January to June period and February 20th for the July to December period.

FALL HARVEST FEST

TriState Events' Vendor Contract



EVENT VENUE: Carlisle Expo Center
LOCATION: 100 K Street Carlisle, PA 17213

VENDOR INFORMATION (PRINT LEGIBLY)

**** Disclaimer: Each section MUST be completed entirely to prevent contract denial. ****

Participant Name: _____ **Contact Name:** _____
REQUIRED *REQUIRED*

Name(s) of Helpers: _____
REQUIRED

Legal Business Name: _____ **Business Name:** _____
REQUIRED *REQUIRED* (as it should appear on listings)

Business Tax ID: _____ **Business Sales Tax ID:** _____
REQUIRED *REQUIRED*

Business Phone: _____ **Mobile Phone:** _____
REQUIRED *REQUIRED*

Street Address: _____ **City:** _____ **State:** _____ **Zip:** _____
REQUIRED *REQUIRED* *REQUIRED* *REQUIRED*

Website: _____
REQUIRED

Email: _____
REQUIRED

Type of Product or Service. _____
REQUIRED (Craft, Toys, Health/Medical, Pet, Politics, Home Improvement, Direct Sales, Bakery, Wood Furniture, etc.)

PARTICIPATION POLICY [Direct Sales & Home Improvement [ONLY ONE (1) Business Per Space]
i.e., Scentsy, Color Street, Avon, LeafFilter, LeafGuard, Tastefully Simply, Pampered Chef, Thirty-One, Origami Owl, etc.]

List ALL Products and/or Services Vendor will be selling, offering, and/or distributing during the event.
REQUIRED

FORFEIT BOOTH SPACE. Each vendor *MUST* list his or her product(s) and/or service(s) he or she expects to sell and/or offer or potentially solicit to any attendee throughout the course of the expected operating hours. Said solicitation of services may include but not be limited to any of the following: providing attendee(s) with

service(s) brochures, pamphlets, magazine, flyers, and/or any additional branded professional paraphernalia and/or potentially soliciting attendee to “join in” or “sign up” for a contest in which he or she would have the opportunity of winning any type of prize in which this option is utilized by the Vendor to obtain leads.

Any of the above-mentioned conducted by said Vendor during stated event to obtain the attendees contact information would be considered a solicitation whereas the Vendor would then benefit from the “lead” generation. In generating “leads” through these methods, each Vendor must ensure he or she is fully aware of all federal, state and/or local laws that protect consumers unwanted solicitations and/or his or her right to privacy. Furthermore, Vendors are also notified he or she must not continue pursuing attendees who evidently display unwillingness to participate in Vendor’s solicitation quest (i.e., walking behind attendee down aisle is prohibited). If this behavior is witnessed, the Vendor may receive a warning on the first offense, may be asked to vacate the event and/or may risk not be permitted to participate in TriState Events’ future events.

I hereby release and forever discharge Dyalto Enterprises LLC, TriState Event Planning Services (TriState Events) and/or Venue including either of its directors, officers, employees, affiliates, subsidiaries, assigns, and agents including the Venue and any additional individuals within those institutions from any claim for damages arising from any responsibilities, claims, loss, or damage while participating in the event/show.

Vendor Signature

Date

BY SIGNING THIS CONTRACT, I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ ALL THE TERMS & CONDITIONS, RULES/GUIDELINES AND AGREE TO ABIDE BY THOSE SET FORTH HEREIN.

A. KEY TERMS {READ CAREFULLY}

According to the Merriam-Webster Dictionary, these root words shall aid the Vendor during the assessment, review, and understanding of the terminology applied and illustrated throughout this Vendor Event Agreement.

- I. REGULATION.** *Regulation* is like *rule* or *directive* in that it may be issued by and/or maintained by someone in an authoritative position. There are typically three (3) main regulation types. Those three (3) types of regulations are: 1) *command and control*; 2) *performance-based*; and 3) *management-based*. There may be several additional common words Vendors may hear the term regulation referred to such as *canon, law, ordinance, precept, rule, and/or statute*.
- II. RULE.** *Rules* are defined as consisting of a set of explicit, basic, understood instructions, regulations, principals, and/or directives governing, directives to a proper procedure, conduct, activity, action to be taken, and/or sphere.

Rules originate in typeface, or can be handwritten, as well as may be verbally passed to the recipient; however, *rules* are typically developed for the public. *Rules* dictate for the participant the expected dos and don’ts of the event including those activities, actions, and/or the tasks that are to take place prior to the event commencement and including but not limited to those actions and activities not permitted/allowed once the event has commenced. (Refer to Section EVENT PROHIBITION {BEFORE, DURING, & AFTER}).

- III. VENDOR.** The following information is for reference only and therefore is not considered all-inclusive of the definition but that would offer an example of.

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 also refers to 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. Vendor also refers to any “individual and/or business” also includes displaying or selling any of the following list of products or services but not limited to beer, wine, spirits, cider, hard cider, liquor, beer, mead, etc. commercially made that is licensed to serve on their own premises as well as permitted to set up at festivals, fairs, and other types of similar events in a serving and selling manner and/or demonstration for the public viewing, tastings, and/or consumption as well as to exhibit and to showcase including but not limited to hosting and selling promotion branded logo merchandise on site.

IV. POLICY. Policies are important as they are an essential part of any organization as it is an event as it conveys the goals that may be narrower as it identifies limits or boundaries for behaviors or actions that are then necessary to complete a set of objectives that *MUST* be met by a particular organization, foundation, and/or authoritative body (i.e., law).

Policies are an expressive distillation of order that an organization may choose to follow such as their mission, values, and/or strategic objectives including but not limited to the law especially that which make up one’s integrity. In essence, policy refers to the overall guidelines that should be followed.

V. PROCESS. Process is equally important before, during, and after any event as it refers to the intricacies of the day-to-day production of the event and its interworking. Each step within the event management plan is known as a “process” including but not limited to 1) Vendor Registration Steps; 2) Vendor Registration Payment Steps; 3) Vendor Early Set-Up and Tear-Down Regulations; 4) Vendor Responsibilities and Duties for participation in *any* Event other than simply setting up a booth and selling wares; 5) Vendor Instructions for the Day of Each Event, etc. Each step is a crucial component of *any* event and is an essential part of that event being successful for the Vendor. In layman terms, process refers mainly to the flows of activities.

VI. PROCEDURE. Procedure is a term used to describe a more rigid detailed term where the Vendor is provided list of steps and/or steps of instructions that would then provide a roadmap for the day-to-day operations like those instructions provided in detail throughout this contract. The goal consisting within the heart of a procedure is to then provide such finite detail as to not leave any averted step as well as to ensure the process has full integrity.

VII. PROHIBITION or PROHIBITED. Prohibition and/or prohibited refers to the action of not allowing, permitting, or absolutely forbidding the act of something, including by law and/or prohibiting by way of authority. It also refers to giving an order to restrain from or stop based on a particular set of *rules* or *regulations*.

Vendor Signature

Date

BY SIGNING THIS CONTRACT, I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ ALL THE TERMS & CONDITIONS, RULES/GUIDELINES AND AGREE TO ABIDE BY THOSE SET FORTH HEREIN.

B. MEET TRISTATE EVENTS LEADERSHIP TEAM

I. TRISTATE EVENT PLANNING SERVICES [LEADERSHIP TEAM].

- | | |
|--|-------------------------|
| 1) Founder, President/CEO, & Event Manager | Cindy A. Burgener, MBA |
| 2) Vice President & Event Coordinator | Meghan D. Burgener, BSA |
| 3) Safety Director | Shawn A. Burgener, PhD |

C. MEET TRISTATE EVENTS EXECUTIVE TEAM

I. VENDOR REGISTRATION PACKET. The importance of this “Vendor Registration Packet” [i.e., Vendor Contract & Event Details] is eminent and should be read in its entirety as it serves not only as the Vendor Booth Registration/Application; it also provides the Vendor with Event Behavior Expectations as well as the Event Terms and Conditions. The “Vendor Registration Packet” provides event details including but not limited to early set-up dates and times as well as the expected time to arrive for Day 1 set-up. It will also provide the hours of operation for both days of the event.

Vendors’ failure to read the “Vendor Registration Packet” in its entirety does not negate the fact the Vendor remains liable to all regulations, rules, policies, procedures, processes, and prohibitions, as well as terms and conditions set forth within. In addition, Vendor can expect the TriState Events team not to respond to any communication whereas Vendor may pose questions where answers may be found in this document. Vendors will receive an automated response referring the Vendor back to the contract.

The TriState Events Leadership Team trusts the “Vendor Registration Packet” is just as equally important as it provides *rules, regulations, policies, procedures, and/or processes* that are all equally important or each Vendor along with his/her ...to following during his/her participating in any TriState Event Planning Services event. Ensuring that the event has the proper protocols in place such as the rules, regulations, policies, procedures, and/or processes; TriState Events will be sure that all are posted for the following as well.

- 1) Select rules, regulations, policies, procedures, and/or processes will be posted for Attendees,
- 2) Select rules, regulations, policies, procedures, and/or processes will be posted on the TriState Events website.
- 3) Select rules, regulations, policies, procedures, and/or processes will be posted inside as well as outside of the Venue to ensure all Attendees, Vendors, and/or Venue Staff are adhering to the rules, regulations, policies, procedures, and/or processes set forth by TriState Events Standard Operating Procedure & Safety Guidelines as well as those set by the Venue as well.

- 4) The posted rules, regulations, policies, procedures, and/or processes are provided and posted in select areas listed above, where applicable to ensure the Vendor and his/her customers have a great experience at each show you attend.
- 5) Following these rules will ensure the Vendor is being respectful to customers as well as other craft artists, as well as makes a good first impression on the attendees while building a positive relationship with the show organizers.

D. TERMS AND CONDITIONS

This Agreement, (the “Agreement”) is made, entered into and thus becomes legally binding effective as of the date this Agreement is completed, and either applies a “wet” signature and/or an electronic signature online thereby finalizing this Agreement by and between TriState Event Planning Services, also known as TriState Events, (the “Event Organizer”), and _____ (the “Vendor”).

WHEREAS the Event Organizer shall provide opportunities for the Vendor to utilize various platforms including the company’s social media platform(s) to assist Vendor in increasing brand awareness to their desired respective audience(s) by utilizing the event’s advertising and marketing campaigns. All Vendors must adhere to the terms and conditions set forth within those promotional mediums accordingly. Vendor also must also utilize those forums and platforms to initiate his/her own brand by posting photos of products and/or describing services offered along with additional contests/drawings offered during their participating in the event to entice attendees to visit their booth when attending the show. This will assist the Vendor in growing a following thus gain additional leads as well.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Event Organizer and the Vendor do hereby agree as follows:

A. PURPOSE. TriState Events agrees to provide a booth to said Vendor whereas Vendor will proceed with conducting his or her business by reserving either an inside or outside booth for the period of the event commencement that is scheduled to occur. Use of the venue is limited to the specific Vendor spaces allotted by the buildings administration and individual spaces are designated by TriState Events.

The Vendor is hereinafter notified that any Vendor who reserves an event booth do so on a first come first serve basis. Booth spaces are not held, regardless of whether a contract (no payment) or a payment (no contract) are submitted ... both must be submitted simultaneously.

B. PARKING POLICY. To ensure ample and adequate parking spaces in front of each Venue for the attendees during each annual event, regardless of the Venue, all Vendors are required to finish unloading his/her car, truck, and/or trailer then relocate their vehicle to the designated “Vendor Parking Area”.

1. Vendor is hereby notified that this parking rule will be strictly enforced by the onsite Safety Director, his/her designee, and/or the Event Organizer.
2. The Vendor, including his/her employee(s), representative(s), volunteer(s), and/or any additional helper(s) who may accompany stated Vendor *must* park in the Vendor designated “Vendor Parking Area.”

3. Each Vendor and/or his/her designated personnel participating in the stated event **must** ensure the parking pass [may be retrieved from the Event Organizer during Set-Up on Friday and/or Saturday morning] is visibly displayed on the vehicle's dash. If the "VENDOR PARKING PASS" is **not** visible the Vendor runs a risk of having his/her vehicle being towed at his/her and/or the owner's expense.
4. Vendor's may request one (1) additional "VENDOR PARKING PASS" for any additional employee(s), representative(s), volunteer(s), and/or any additional helper(s), upon request.
5. Vendor will receive his/her "VENDOR PARKING PASS" during set-up or on the first day of the event. A member of the TriState Team will deliver the pass to your booth.
6. ***FAILURE TO COMPLY WITH ADHERENCE TO THESE PARKING RULES MAY EXCLUDE the VENDOR AND THEIR DESIGNEE FROM FUTURE EVENTS AS WELL AS HAVE THE VENDOR'S VEHICLE TOWED AT OWNER'S EXPENSE. ***

C. TARDINESS WILL NOT BE ACCEPTED! VENDORS ARRIVING @ 9:00AM or after on the event commencement date will be TURNED AWAY. Vendor also faces additional consequences such as no show fine and inability to participate in future events.

D. SET-UP & FIRST DAY. Please take notice of the ENTIRE Early "Set-Up" information and First Day [1st Day] on each Set-Up dates and times specified in the Set-Up Section, (Section K).

E. LOGO. Vendor **may not** use the "Fall Harvest Fest" logo or the "TriState Events" logo in any of its promotions within its own promotional products, service, or booth. Vendor **may not** make use of the event name and/or the company's respective registered trademarks or logos or event logos without prior written approval from the organizer of said event, TriState Event Planning Services. Such approval shall not be unreasonably withheld.

F. BOOTH GUIDELINES & POLICIES. Each returning Vendor will receive the option to select his or her booth choice on a first come first serve basis, while supplies last beginning in 2023. Each Vendor will be responsible for providing his or her own table(s), chair(s), table linens, booth décor, and canopy unless otherwise herein notified by the Event Organizer. Each Vendor **must not** leave his or her space unattended at any time during the hours of operation when the Show/Event is "OPEN" to the public unless coverage is available.

TriState Events Executive Team and Event Staff takes pride in the meticulous attentiveness and hard work placed on each of its events along with the hundreds of hours the event organizers apply to each portion of the event planning and organizing process. The heart of the organization goes into each of the events it organizes in the community. The Leadership Team and Event Staff strongly upholds its mission, vision, and core values which includes but not limited to such principles as honor, trust, honesty, and integrity. These same values are absolutely REQUIRED from each Vendor as well and will be expected.

1. The following provisions are provided, per Vendor, per request, upon availability on a first come first serve basis.
 - i. Additional spaces may be rented/reserved upon availability.
 - ii. Electricity on a per Vendor basis. This information is provided within the booth registration details further in the contract. Vendors caught connecting to electricity without prior reservation

and submission of payment will immediately be disconnected, potentially asked to leave, be removed and/or escorted from the premises, or simply receive a fine and/or may face a penalty of not being permitted to return to future events hosted by TriState Events.

2. Vendor Booth Assignment is at the discretion of TriState Events; however, beginning 2023 Vendors will be able to begin to choose their booths based on first come first serve basis. This will begin with returning Vendors first based on distinct factors such as again, first come first serve.
3. Each Vendor **MUST** return and submit all appropriate contract pages that require input by the Vendor or TriState Events accompanied by all additional required documentation {i.e., insurance and alcohol/liquor servers license, special event permit, etc.} as well as all registration fees to secure booth.
4. There is absolutely no subletting or sharing of booth spaces. **No Exceptions.** Subletting or sharing booth spaces is completely prohibited.
5. Vendors are not allowed to represent more than one (1) business within each booth space, without adjusting the Booth Registration Fee to allot for more than one (1) business. If more than one (1) business is being represented, Vendors are required to reserve an additional space for the additional business.
6. Rental Equipment and Supplies are available on a first come, first service basis.
 - i. Rental fees must be submitted with Vendor's booth registration fees.
 - ii. Vendors are required and responsible for providing his or her own tables, chairs, and table linens unless rented from TriState Events.
 - iii. **ALL** table linens **MUST** be floor length to ensure all boxes and storage containers underneath the table are not visible by attendees.
 - iv. Available for rent are 6-Foot and/or 8-Foot Table Linens, and/or 6-Foot and/or 8-Foot Tables, specific availability details listed below.
 - v. Utilize the "Rentals" section below to make Vendor selections regarding rental equipment and supplies.
7. Vendor may bring and erect a 10-foot x 10-foot canopy within his or her venue space.
8. Vendor **ARE NOT** permitted to extend over into another Vendor's space(s). **No Exceptions!** Vendors should not leave his/her space unattended for any time during the event's operating hours without adequate coverage.
9. Vendor should not leave his/her booth space unattended for any period during the event operating hours without having adequate coverage including extended smoke or restroom breaks. Please partner with an affiliate from TriState Events or the Vendor occupying the neighboring booth for assistance with coverage for restroom breaks **ONLY**, as warranted. Vendors may also choose to bring a helper as well.
10. Electricity is available on a first come, first serve basis at an additional fee. Vendors who are identified as connecting to electricity without prior paid reservations will be subject to a fine and/or may not have an option to participate in future Events. TriState Events upholds values such as honor, trust, honesty, and integrity. The following provisions for rental purposes are provided, per Vendor, per request, upon availability on a first come first serve basis.

11. Widely held, Event Organizers ensure that each of their contracts illustrate primarily that Vendors **ARE NOT PERMITTED** early tear down **AT ALL**. Unfortunately, no matter how tired a Vendor may be or how slow the Craft & Vendor Show may be or even how slow things may begin to become as the end of the event draws near, Vendors **SHOULD NOT** begin to tear down his/her booth in **ANY WAY** prior to the agreed upon end of the event.

12. Vendors **DO NOT** fully understand how the impact of tearing down early appears. While TriState Events Leadership Team is indeed extremely flexible in emergent cases and is more than willing to work with Vendors when the need arises for one to leave may occur; Vendors who choose to simply tear down early truly make the entire event look bad to customers that are still arriving to the event to shop and/or those customers who may walk in even up to the last half hour. When Vendors pack up early it misrepresents the event, confusing those customers/attendees about the Show in general. It leads those customer(s)/attendees to thinking the Event/Show is ending and may cause them to leave or stop browsing the booths. It wastes valuable time that not only the Vendor has paid but also the TriState Events has paid for advertising of the Event/Show not to mention it is extremely disrespectful to the Organizer and the other artists and/or Vendors participating there at the Event/Show.

G. BOOTH SIZE. Space allotment for each Vendor's booth space will be assigned as follows:

1. Inside Space: **12 feet frontage x 10 feet deep.**
2. Outside Space: **15 feet frontage x 10 feet deep.**

H. SERVING AND CONSUMING ALCOHOLIC BEVERAGES. ILLEGAL DRUGS PROHIBITED. Vendor(s) and Vendor's Representative(s), Helper(s), Volunteer(s), Employee(s), etc. agree to comply with all Pennsylvania State, Cumberland Valley, Cumberland County, and the City of Carlisle, Borough of Carlisle ordinances and laws as well as TriState Event Planning Services, Dyalto Enterprises, LLC and the Carlisle Expo Center's policies and guidelines, on the service and consumption of alcoholic beverages at any event hosted by and/or held on its property. Vendor(s) selling or serving expressly agree to assume all liability and indemnify Dyalto Enterprises LLC, TriState Event Planning Services along with its Leadership Team and Staff and/or Volunteers, the Venue, along with the Borough of Carlisle and Cumberland County and all other its directors, officers, employees, affiliates, subsidiaries, assigns, and agents and any additional individuals within those institutions aforementioned from any claim for damages arising from Vendor(s) participating in said event, its guests or agent serving or consuming alcoholic beverages during or relating to Vendor(s)' event booth rental. Illegal drugs are strictly prohibited from Venue's property at all times without exception. Vendor(s) expressly agree to assume all liability and indemnify TriState Events, its directors, officers, employees, affiliates, subsidiaries, assigns, and agents as well as the Venue from any claim arising from Vendor(s), its guests or agent serving or consuming illegal drugs during or relating to Vendor(s)' booth rental.

- I. Only licensed servers or business owners may serve or distribute alcoholic beverages during the event and must provide proof of licensure and insurance to TriState Events at the time of Vendor Registration Packet submission. TriState Events reserves the right to allow only certain Vendors to serve alcohol.
- II. The following are PROHIBITED concerning the service or consumption of alcoholic beverages by Vendor(s), its guests, its agents or other third on Venue's property:

- i. Serving an alcoholic beverage by any person without a State Issued ID showing date of birth; a \$250 fee will be assessed for any party found serving alcohol without a licensed bartender.
- ii. Serving an alcoholic beverage by any person under the age of twenty-one (21).
- iii. Serving any alcoholic beverage to any person without first obtaining a government issued I.D. verifying the person is at least twenty-one (21).
- iv. Serving any alcoholic beverage to any person who is visibly intoxicated or reasonably suspected to be impaired.
- v. Serving any alcoholic beverage to any person who is a minor or to any person with reason to believe that such alcoholic beverage will be given to a minor.
- vi. Vendor(s), its guests or any third parties leaving the event with any open alcoholic container.
- vii. Serving or consuming alcoholic beverage using a bar type structure.
- viii. Unused Alcoholic Beverages. Any unused alcoholic beverages may not be left at an event at its conclusion. Alcoholic beverages that are open and unused that are not in saleable condition shall be destroyed. Unopened alcoholic beverages or alcoholic beverages that are open and unused that are in saleable condition shall be removed from premises at the time the Vendor departs.

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

ALL VENDORS
must
INITIAL
read & agree
to
#1.3.c

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

I. ATTENDEES.

- 1. Attendees, Children, and/or *all* other persons attending the 2-day Fall Harvest Fest including but not limited to those individuals under the age of <21 must stop at the Registration Table to check-in with the Event Staff, Affiliate, and/or Volunteer from TriState Events to have his/her State Issued ID

reviewed, and for the age-appropriate wristband to be issued. **ALL** TriState Events’ Vendors along with their Helpers, Staff, Volunteers, and/or Employees, etc. must also receive the same age-appropriate wristbands on both commencement days of the 2-day event.

2. Vendors are instructed to wait to pick up your wristband, parking pass for dashboard, and any rental equipment and supplies from TriState Events during your booth check-in process during “early” set-up on Friday or set-up on the first day of the event (refer to the **Section A** under **Important Event Information**). However, understanding that certain sections of this process may change as the need arises due to time constraints.

J. ELECTRIC. Electricity is available on a first come, first serve basis at an additional fee as illustrated in the fee table illustrated on page five (5). If Vendor is identified connecting to any electrical outlet and has not pre-paid for electricity or received prior written authorization within his/her “Vendor Registration Packet” will have a fine imposed upon them by TriState Events and therefore should there be a card on file, said card will be charged said fine of \$25.00 and/or Vendor may also not have an option to participate in future Events with TriState Events.

TriState Events upholds values such as honor, trust, honesty, and integrity. The following provisions for rental purposes are provided, per Vendor, per request, upon availability on a first come first serve basis.

K. SET-UP INFORMATION. TriState Events will be on site at the Venue during the following times for Vendor Set-Up.

5th ANNUAL
FALL HARVEST FEST

SET-UP DATE & TIME:
October 27, 2023 (2 PM to 6 PM)

1st DAY of EVENT (SET-UP TIMES):
October 28, 2023 (7 AM to 8:59 AM)

2nd DAY of EVENT (SET-UP TIMES):
October 29, 2023 (8:30 AM to 9:59 AM)

L. EVENT INFORMATION. FALL HARVEST FEST - The first day of the Fall Harvest Fest will be **October 28th**, 2023, and the second day will be held on **October 29th**, 2023. The hours of operations for the event are on **October 28th from 9am to 5pm** and on **October 29th from 10am to 4pm**.

Vendor, place “X” next to the Fall Harvest Fest below to signify Vendor desire. to participate in the event in October along with typing in Vendor’s booth choice to the right. There are three boxes for Vendors renting more than one booth.

**5th ANNUAL
FALL HARVEST FEST**

EVENT DATE & TIME:

1st DAY of EVENT
October 28, 2023 (9 AM to 5 PM)

2nd DAY of EVENT
October 29, 2023 (10 AM to 4 PM)

**Fall Harvest Fest
BOOTH #1 CHOICE**

**BOOTH ONE
RENTAL**

**Fall Harvest Fest
BOOTH #2 CHOICE**

**BOOTH TWO
RENTAL**

**Fall Harvest Fest
BOOTH #3 CHOICE**

**BOOTH THREE
RENTAL**

TriState Events will be available *on site* at the Venue beginning on the Friday, the day prior to the event commencement date for EARLY SET-UP followed by the 1st event day set-up times.

Friday	EARLY SET-UP	October 27 ^h	<u>2 PM to 6 PM</u>
Saturday	SET-UP	October 28 th	<u>7 AM to 8:59 AM</u>
Sunday	SET-UP	October 29 th	<u>8AM to 9:59 AM</u>

Should Vendor need assistance or accommodations regarding “Set-Up” times and/or specific accommodations for the Event please contact TriState Events to discuss those needs specifically. If said Vendor is unable to attend the event, notification must be received by TriState Events 60 days prior to the date of the Event; however, receipt of nonparticipator’s ability to join the event does not negate the fact that ***all registration fees/sponsorship fees are NON-REFUNDABLE.***

M. BOOTH REGISTRATION. TriState Events agrees to provide to the Vendor the agreed upon booth rental as illustrated in the choice indicated in the table below in exchange for ***all*** required documentation and simultaneously with accompanying agreed upon booth rental fee(s) along with any additional associated fees.

We do welcome late registration; however, a late fee must be paid along with all fees and is not negotiable. Vendor Booth assignments will be designated by TriState Events. A fee of **\$50.00** will be assessed on all returned checks or money orders. Vendors must retain a copy of this Vendor Registration Packet as it serves as a legally binding agreement between the Vendor and TriState Event Planning Services. It also will serve as the Event instructions, maintained with Vendor records as well as be with the Vendor during stated event. **Select booth number from the list of booth locations below under “PRIME BOOTH SPACE SELECTION” and/or by using the booth diagram illustrated on page 23 at the back of the Vendor Registration Packet. Make selection, calculate the total amount in fee(s) and input that total in the appropriate fields that follow.**

Vendors shall have all merchandise or service paraphernalia set up for his/her business for sale beginning no later than 9am on each Saturday of the first day of each Event and remaining in position until the **EXACT ENDING TIME** of the event commencement date on Sunday. Vendors **ARE NOT** permitted to disassemble his/her booth and/or removed his/her business, facilities, and/or products, etc. for sale from the building and/or premises no earlier than that which equals the exact end time of the event as agreed upon in this Vendor Agreement. **NO EXCEPTIONS!** All Vendors **must** remain open for business at his or her booth location between the hours illustrated within this “Vendor Registration Packet.” If **any** Vendor willfully violates this agreement. involuntarily or voluntarily, said Vendor may not be permitted to participate in future events with TriState Events and/or any of its Affiliates.

(Increase is a mere reflection of the overall increases impacting our business from increases experienced in venue, equipment rentals, business, operating, and event operating supplies expenses increases.)

<u>PRIME BOOTH SPACE SELECTION</u>	<u>BOOTH SIZE</u>	<u>BOOTH FEE</u>	<u># of SPACES x \$175</u>	<u>ELECTRIC # BOOTHS \$25</u>	<u>ELECT TOTAL</u>	<u>TOTAL AMOUNT</u>
BOOTHS 1 or 2 {Calculate Total & Enter Below}	12’ ft x 10’ ft	\$175				
FIRST ROW (BOOTH 3-14)	12’ ft x 10’ ft	\$175				

		Calculate Total & Enter Below							
CORNER BOOTH Corner Booth #'s 3/14/15/26/27/38/ 39/50/51/62/63/74/75/86/87/ 98		12' ft x 10' ft	\$175						
MID-SECTION BOOTHES		12' ft x 10' ft	\$150						
WALL BOOTH (See diagram enclosed)		Varies by Wall Area	\$150						
DINING AREA BOOTH (See diagram enclosed)		4 BOOTHS AVAILABLE	\$150						
OUTSIDE BOOTH (See diagram enclosed)		15' ft. x 10' ft.	\$150						
TOTAL SUM:									
GRAND TOTAL SUBMITTED	# of TABLE(S) Limit 2 \$20 ea.	TABLE Per Table while supplies last only # x \$20 each	Input # of 6-FT or 8-FT # LINENS Limit 2 \$20 ea.	6-FT or 8-FT Linen # x \$20 each while supplies last only	Input # of # Runners Limit 2 while supplies last only \$10 ea.	Table Runner Per Runner # x \$10 each	Input # of Chairs \$8 ea.	\$8 Per Chair # x \$8 ea.	TOTAL AMT
TOTAL SUM									

Enter Grand Totals Below ...

EVENT BOOTH SELECTION: _____

RENTALS: _____

GRAND TOTAL: _____ {submit this amount}

N. PAYMENT. The Vendor may opt to reserve extra booth space(s) at the exact booth rate as the first booth rented for the **2-Day Event**. **ALL** booth documentation requirements **must** be met by the deadlines illustrated on the “EVENT DETAILS” and “EARLY BIRD” document enclosed towards the back of the “Vendor Registration Packet.” **ALL** Booth Fees should be received on or **by June 15th** for the Fall Harvest Fest to fully reserve your booth for the event and to not be eliminated from being required to pay the late fee. **NO EXCEPTIONS!** If **all** booth documentation requirements and all fees payment are not received prior to the registration deadline a non-negotiable **\$25** late fee/convenience fee will be incurred thereafter, at TriState Events discretion, as this takes our staff away from other event duties to manage administrative tasks, planning additional events, as well as working with other clients and vendors.

OPTION 1: If making payment via check, it is recommended to fax the completed/signed “Vendor Registration Packet” to **(717) 597-0226** along with mailing a hard copy as a backup. The Vendor booth

space is not officially reserved until the Vendor Registration fees **are** paid in full. TriState Events **MUST** be in receipt of both the completed/signed “Vendor Registration Packet” along with all the Vendor Booth fees before the booth space is considered securely booked by stated Vendor. Mail all appropriate documentation and payment to PO Box 128 Greencastle, PA 17225.

OPTION 2: GODADDY ‘POYNT’ PAYMENT SYSTEM. Vendor should utilize the GoDaddy ‘Poynt’ Payment Links provided on the website associated with the stated event. Upon interest of participating in stated event Vendor will submit a completed Vendor Registration Packet, if unable to complete electronically online, the submission should be electronically scanned and emailed to, events@tristateevents.org. Vendor should not mail the completed/signed “Vendor Registration Packet” on the premise that should the envelope/payment become missing in route, the Vendor would be ultimately responsible. In addition, Vendor **should not** submit jpeg files of the Vendor Registration Packet. TriState Events **cannot** and **will not** accept a camera snapshot (jpeg file) of any portion of the Vendor Registration Packet. The Vendor is hereby notified that the Vendor Registration Packet is a legally binding contract.

It is highly recommended that Vendors submit his or her Vendor Registration fees via GoDaddy Poynt Payment System as that will be the quickest and safest, most secure method of payment. Relying on the United States Postal Service may delay your booth documentation and payment from reaching TriState Events due to lost mail, damaged mail, or primarily overall delay in the mailing services itself.

TriState Events is becoming a greener company by accepting 99% more electronic payments and less paper (check) payments. In making this change, we are now assessing a **\$15 CHECK CONVENIENCE FEE**. Please include the \$15 check convenience fee if mailing TriState Events, a check. This reduces errors and the risk of insufficient returns affecting TriState Events as we would have to wait for Client and Vendor’s check(s) to clear. Business Credit Cards may also be utilized to make booth registration fee(s) payments directly on the GoDaddy Poynt Payment System using the links provided.

- O. DENIAL OF APPLICATION.** An immediate decline/denial to participate will occur to all Vendors submission of fees that do not include the late fee and/or check convenience fee, (when applicable).
- P. UNPAID FEES & FINES.** Unpaid fees and fines will receive monthly finance charges each month until unpaid paid in full. All Vendors who reach the next year’s event fiscal year in which records show there are still unpaid fees and fines will not be permitted to register until all unpaid fees and fines are paid in full. Finance charges of 15% APR will be charged on a monthly basis on all unpaid fees and fines.
- Q. APPEARANCE.** Vendor is responsible for cleaning and maintaining his or her reserved booth space in an organized and neat manner. This includes Vendor responsibility to remove bulk trash. Should Vendor fail to keep his/her reserved booth space in an orderly manner, he/she may be subject to an additional trash removal fee of **\$25**, charged to the card on file (where applicable) or receive a billable invoice.
- R. DISPLAYS AND SIGNS.** All displays/signs in the building must be free standing. Nothing, including signs, may attach to walls or columns of the building by any means at all. Signs should not block other Vendor booths/displays.

S. QUALITY PRODUCTS. Each Vendor *must* ensure proper quality of the products sold. Vendor *must* comply with all applicable laws as to the products and/or services sold by said Vendor.

T. INSURANCE. *All Vendor are HIGHLY encouraged to carry a \$1M liability insurance when participating in any event managed by and/or with TriState Events.* Vendors are solely responsible to obtain insurance coverage on property brought onto the property as well as into the Building/Venue. Dyalto Enterprises LLC, dba. TriState Events and/or The Venue accepts no liability for lost, stolen or damages to property and/or property/products owned by the Vendor nor are the promoters of the event required to carry additional insurance to cover the Vendor or his/her property and/or products. Maintaining business liability insurance as well as property/product insurance for events is the sole responsibility of each Vendor. Stated insurance provides protection for the Vendor should any person become injured while occupying the Vendor's booth area during the event, should Vendor's products become damaged, stolen, etc. while participating in the event, and/or in the event of a Natural Disaster.

U. INDEMNIFICATION. The Vendor agrees to indemnify and hold Dyalto Enterprises LLC, TriState Events, and/or the Venue harmless from all claims, losses, injuries, expenses, and fees including attorney fees, costs, and judgments that may be asserted against Dyalto Enterprises LLC, TriState Events and/or the Venue that result from the acts or omissions of the Vendor and/or any of the Vendor's Employees/Helpers, Agents, or Representatives. Dyalto Enterprises LLC, TriState Events, or the Venue shall be solely responsible for ensuring all applicable laws are followed and complied with in selling and presenting of TriState Events, and/or the Venue's products and services at the event.

V. FORCE MAJEURE. If performance of this "Vendor Registration Packet" or any obligation under this "Vendor Registration Packet" is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

W. ARBITRATION. Any controversies or disputes arising out of or relating to this "Vendor Registration Packet" shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall designate a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this "Vendor Registration Packet" In the event the parties are unable to agree to such a selection, each party will designate an arbitrator and the two arbitrators in turn shall designate a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably and centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this "Vendor

Registration Packet” or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The “Vendor Registration Packet” to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of an arbitration proceeding, the parties shall continue to perform their respective obligations under this “Vendor Registration Packet.”

X. INVOLUNTARY LOSS OF BOOTH SPACE. As aforementioned this “Vendor Registration Packet” illustrates that all *VENDOR BOOTH SPACES WILL NOT and ARE NOT HELD, NO EXCEPTIONS. BOOTH SPACES ARE RESERVED ON A FIRST COME, FIRST SERVE BASIS.*” If the full Vendor Booth Fee does not accompany the signed/completed “Vendor Registration Packet” thereafter and/or TriState Events be in receipt thereof prior to any of the dates, Vendor then risks *Involuntary Loss of Booth Space* **regardless** of the circumstance because either of the two, *Vendor Booth Payment or Vendor Registration Packet*, were not received. There are ample opportunities for Vendor to ensure the transaction(s) are submitted to TriState Events (*Again, United States Postal Service is NOT recommended due to risks of mail being lost or mail being damaged*).

Y. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this “Vendor Registration Packet” shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this “Vendor Registration Packet.”

Z. IMAGE RELEASE. I hereby assign and/or grant to TriState Events all rights, title, and interest to and permission to copyright, use, publish and republish my name, voice, picture, and likeness (collectively, “Likeness”) in any and all media, photographs, videography, videos, and/or distribution now known or hereafter developed taken or recorded during my participation in any event with TriState Events including by not limited to electronic, digital or conventional, blurred, altered or distorted, in color or black and white, video or otherwise for art, trade, internal distribution or any other lawful purpose in any lawful manner anywhere in the world and/or on the worldwide web. I hereby waive any right to inspect or approve any final product using my Likeness. I hereby and discharge TriState Events from all actions, claims and demands of any nature which I may have at any time now or in the future arising out of or related to the rights granted above or my Likeness.

AA. INCLEMENT WEATHER. It is important to note that there are absolutely no events scheduled by TriState Events, calendar of events, hosted or held at the Carlisle Expo Center that *will be* rescheduled or canceled due to “inclement weather.” The show must go on!

VENDOR PARTICIPATION RISK: All Vendors understand and accept the participatory risk. Moreover, regardless of and/or no matter what type of media coverage may take place and/or advertising conducted for this, or any event sponsored by TriState Events, each event is at the participatory risk of each Vendor. Risk management is a huge concern for any Event Planner; whereas, TriState Events Founder, Co-Owner, President/CEO, and Event Organizer/Event Manager, Cindy Burgener, maintains and utilizes every resource available through networking opportunities via word of mouth, social media, various other technological

streams, newsprint, television, radio, magazines, posters, flyers, and other business logo paraphernalia to engage ideal audiences ages 18+ in and around the four-state region; including West Virginia, Pennsylvania, Maryland, and Virginia. However, no matter what contingency plan TriState Events may put into effect, unfortunately not every event runs as planned. Often, incidents or inclement weather may occur beyond the control of the planning team. The planning team will identify any special operational considerations, where applicable.

DISCLAIMER. The information contained within the “Vendor Registration Packet” is not limited to or all inclusive; however, serves to protect those members, coordinators, and/or Venues from all claims, losses, injuries, expenses, and/or fees including attorney fees, costs, and judgments that may be asserted against the namees from any such acts or omissions of acts related to said event.

VENDOR LEGAL RESPONSIBILITY. YOUR CANCELLED CHECK, MONEY ORDER, STRIPE PAYMENT, POYNT PAYMENT, SQUARE PAYMENT, CASH PAYMENT, AND/OR ANY OTHER PAYMENT TYPE RENDERED OUTSIDE OF PAYMENT AS WE NO LONGER ACCEPT PAYPAL TO PARTICIPATE IN THESE EVENTS WILL BE YOUR ACCEPTANCE INTO THE SHOW(S) SELECTED AND THEREBY AFFIXING THE DATE AND VENDOR’S SIGNATURE ON THE VENDOR REGISTRAION PACKET/CONTRACT BINDS VENDOR TO THE REQUIREMENTS LISTED WITHIN THE VENDOR REGISTRATION PACKET/CONTRACT DOCUMENT(S).

***** DO NOT WRITE ANYTHING BELOW THIS LINE *****

Business Doing Business As (dba): TriState Event Planning Services

Business Web Site: www.tristateevents.org **Business Email:** events@tristateevents.org
Business Mobile: (717) 262-8839 **Business Fax:** (717) 597-0226
Mailing Address: PO Box 128 Greencastle, PA 17225

TriState Events
Cindy Burgener, Founder, President/CEO, & Event Organizer

Date Signed

or

TriState Events
Meghan Burgener, Vice President & Event Coordinator

Date Signed

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