2023 GREAT AMERICAN BANANA SPLIT CELEBRATION ("GABSC") Vendor Policies

1. EVENT INFORMATION

Location

The Great American Banana Split Celebration is held in downtown Latrobe, PA, with most activities on Ligonier Street and Main Streets.

Operating Hours

Friday, August 25, 2023 12 pm – 8 pm Saturday, August 26, 2023 10 am – 8 pm Sunday, August 27, 2023 10 am – 4 pm

2. VENDOR APPLICATION

The event's Vendor Application must be completed and submitted by 5 pm on July 14, 2023. The GABSC must approve each vendor before being admitted to the event.

Fees

The Vendor Application form will list the year's fee schedule and available options to vendors.

Criteria

Applications are considered on a first-come, first-serve basis. The GABSC makes the final decision on the acceptability of an application based on past performance, timeliness, variety of vendors, category saturation, and overall fit with the event.

3. VENDOR AGREEMENT

Submission of a completed Vendor Application acknowledges reading and agreeing to these Vendor Policies.

4. LIABILITY INSURANCE

All vendors must provide a \$1,000,000 Certificate of Liability Insurance for bodily injury and property damage to the GABSC before being allowed admittance to the event. Proof of insurance should be submitted at least 10 business days before the event. This policy must list the following entities as additionally insured:

City of Latrobe
Greater Latrobe – Laurel Valley Chamber of Commerce
Greater Latrobe School District
Latrobe Foundation
Latrobe-GLSD Park & Recreation

Other parties may be required to be listed as additionally insured as determined by the event.

5. CANCELLATIONS

Approved vendors may cancel before 5 pm on July 14, 2023, and a refund of the vendor fees, minus a \$50 cancellation fee, may be issued. Cancellations after that time will not be refunded.

6. EXCLUSIVE SPONSORSHIPS

The GABSC may enter into exclusive agreements that prohibit the sale of certain items or exclude the participation of certain vendors. Any such agreements and restrictions resulting from these agreements will be communicated to all affected vendors by August 1, 2023. Vendors who conflict

with any agreement will have their application canceled and the full amount of their vendor fees returned.

7. PREPARED FOOD VENDORS

Restriction to Approved Vendors

Only approved vendors may sell or distribute prepared food and drink. Vendors not designated as food vendors are permitted to distribute single-serve pre-packaged food items but may not distribute beverages.

Licenses

Vendors approved to sell prepared foods must properly display any required licenses and certificates. Booths may be inspected, at any time, without notice, by the event to ensure compliance.

8. ELECTRICITY

Availability

Limited access to electricity is included in the fee schedule for the event. If a vendor requires access to electricity for the duration of the event, the specific needs should be submitted on the Vendor Application. Vendors not requesting power on their application may be placed in areas without access. Vendors are discouraged from using generators except as a backup during any service disruption.

Specifications

Electric service specifications are:

Maximum 2 per booth - 120 Volt line

Maximum 1 per booth - 240 Volt line

Hook-up

Connecting to the event power source must be done under the supervision of a designated representative of the GABSC. The event will not supply cables or adapters. Approved vendors must bring a sufficient cable length (at least 200 feet) to connect to the event-provided power source. Cables should be adequate for the service listed on the submitted Vendor Application. If multiple cables are needed to extend from the power source to the booth, connections must be waterproofed and secured to prevent tampering or accidental disconnection.

Disruption of Service

The GABSC will make every effort to maintain electrical service throughout the event; however, this is not guaranteed. Should service be disrupted, it must be immediately reported to the GABSC for troubleshooting. Vendors will not make any attempt to restore service on their own. Only designated event representatives may access the main or auxiliary equipment used to provide electrical service. Should there be any disruption, the event will prioritize restoring access to vendors selling prepared foods.

Unauthorized Access & Causing Disruption

Any vendor accessing the electric service or equipment without authorization, exceeds their allotted power draw, or whose equipment causes multiple service disruptions will be disconnected from service and may be dismissed from the event.

9. BOOTH AREA

Assigned Space

The size of vendor booths will be strictly enforced according to the information on the approved Vendor Application. Booths will be assigned by the GABSC. Moving from an assigned space is not permitted, except where first authorized by the GABSC. Vendors must limit their activities to their assigned space. Failure to confine vendor activities to the assigned space may result in dismissal from the event.

Provisions

It is the responsibility of the vendor to provide any supplies (i.e., tables, chairs, coverings, cables, etc.) required to operate the booth.

Subletting of Spaces

Only the business/organization/person listed on the Vendor Application is permitted to use the space assigned to them. Subletting or sale of a space to a third party is not permitted and may result in dismissal.

Anchoring of Canopies, tents, or other overhead coverings

Any covering must be properly secured using weights; devices that anchor directly into the ground will not be permitted. Water ballasts are not sufficient anchoring devices. When left overnight, coverings should be lowered and it is recommended that the top be removed.

Covering Type Weight Requirement

10ft x 10ft 40 lbs / leg
Greater than 10ft x 10ft 60 lbs / leg
Umbrella 60 lbs

10. PARTICIPATION

Pre-event marketing

Vendors are encouraged to share their participation using event marketing materials. Vendors should adhere to the event's brand guidelines or pre-approved pieces when advertising the event.

Hours

The GABSC and guests expect vendors to be fully set up and operating during the event hours. Vendors should be prepared with adequate materials and supplies for the guests attending.

Display of Prices

Vendors selling items must display pricing on a board visible upon approach to the booth or on individually labeled tags per item.

Noise

Vendors are not permitted to make loud or disruptive noises that may detract from the event.

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No activities violating federal, state, or local laws shall be permitted at the event. No lewd or indecent actions, conduct, language, pictures, or portrayals shall be included in the activities presented by the vendor; nothing shall be presented, used, or sold contrary to or prohibited by law.

Professional Appearance

All persons working at a booth should wear appropriate clothing for the activities conducted at the booth. This includes wearing shirts and shoes at all times. Persons working a booth are encouraged to wear a uniform representing the vendor for event guests to easily identify them as a representative of that business or organization.

Booth Appearance

Vendors should maintain a booth area that is welcoming in appearance and free of clutter and trash.

Code of Conduct

Vendors, and all persons representing the vendor, must adhere to the event's Code of Conduct.

11. WEATHER AND FORCE MAJEURE

Vendors should prepare appropriately for all weather conditions that may occur during the event in order to stay open. The GABSC will make final decisions regarding the event operating hours and activity availability.

12. PARKING

Daily parking will be made available to approved vendors within a reasonable distance from booth areas. Failure to park in designated areas may result in the removal or immobilization of the vehicle. Vendors will receive a pass to be displayed in their vehicle at all times. Vendors may be permitted, at the discretion of the GABSC, limited access to their booth before and after the event operating hours with motor vehicles.

13. SETUP

Vendors may be assigned an arrival time up to one day prior to the start of the event.

Before being admitted to the event, the vendor must have all required forms, licenses, and permits on file and full payment received. The GABSC will assign each vendor a specific window of time to arrive at the event to begin setting up. Arrival times are assigned based on specific setup needs listed on the Vendor Application, location of the assigned booth area, and other factors. Failure to arrive during the scheduled time may delay access to the event or loss of preferred booth area assignment.

Vendors will be provided a check-in packet upon arrival with important information for the event.

14. DEPARTURE

Removal of Materials

Vendors are responsible for the teardown and removal of all personal materials. The GABSC is not responsible for any materials left behind and reserves the right to appropriately dispose of any materials left at the conclusion of the event.

Vehicles

At the conclusion of the event, and at the time the GABSC designates, vendors will be allowed to bring their vehicles into the event to load up their booth materials.

Checkout

Prior to departure, each vendor must complete a final checkout with a designated member of the GABSC to ensure the area is properly cleared. Vendors who do not properly checkout or leave their area in an unacceptable manner may be invoiced for cleanup or may require an additional cleaning deposit for participation in future events.

15. TRASH AND OTHER REFUSE

Vendors are responsible for providing their own heavy-duty contractor-style trash bags for collecting trash. Tied-off bags should be placed in designated, approved containers or placed in assigned locations for pickup by the event committee. Vendors are not permitted to use the trash receptacles intended for use by event guests. Vendors with activities or products which come in individual protective wrappers should make an effort to collect these materials to ensure they are properly disposed of.

Grease Waste

The event may provide appropriate containers for prepared food vendors to dispose of grease onsite. All grease must be properly disposed of in the event-provided containers or carried off-site for proper disposal. Measures should be taken by the vendor to protect the ground occupied by and around the booth from grease stains.

Liquid Waste

Gray water must be clearly marked and stored in covered barrels or approved portable gray water storage containers. Vendors must have sufficient storage for all anticipated gray water production. The event may provide vendors with the location of an appropriate gray water dumping station at check-in. Gray must be properly disposed of at this location or transported off-site by the vendor.

Recycling

In an effort to reduce the volume of materials delivered to landfills, the event encourages all vendors to sort out and recycle clean cardboard, aluminum, and recyclable plastics.

Trash Volume Reduction and Weight Limits

Vendors should collapse trash and recyclables (e.g., cardboard boxes) as much as possible to conserve space in approved trash containers. Trash bags should have sufficient head room to be easily tied off and not weigh in excess of 50 pounds.

Improper Disposal

Vendors improperly disposing of waste may result in dismissal from the event, fines, or denied participation in future events.

16. WATER AND ICE

Potable

The event makes no guarantee of access to potable water. Vendors requiring potable water for any purpose must be responsible for transporting and properly storing an adequate volume of water for their own needs.

Non-potable

The GABSC may, at its own discretion, make available a non-potable water source for limited availability during the event.

Ice

The GABSC may have a limited supply of ice available for purchase during the event. If no supply of ice is available or it becomes depleted, the vendor will be responsible for procuring their own.

17. FIRE SAFETY & SUPPRESSION

Vendors must take safety precautions to prevent event guests from accessing hot cooking surfaces, open flame/heating elements, fuel containers, steam tables, or other cooking areas. Fuel containers must be in good working order, placed on a firm, stable, flat surface, secured against falling, and located a safe distance from the cooking appliance. Connections lines must be leak tested prior to lighting. No flame or fire may be left unattended.

Vendors preparing food or with open flame must have a functioning and readily accessible fire extinguisher. Vendors with frying equipment must also have a functioning and readily accessible Class K fire extinguisher. Any incident where a fire extinguisher is discharged must be immediately reported to the GABSC.

18. REPORTING INCIDENTS

All incidents or disputes occurring during the event must be reported to the GABSC for resolution. In instances where the nature of the incident is urgent (i.e, criminal or medical), first dial 911 and follow the instructions given; if unable to do so yourself, designate another responsible individual to report the incident to the GABSC.

19. SECURITY

The GABSC has designated individuals to patrol the event area during operating hours. However, because of the event is held on public property it is recommend that merchandise and other valuables are removed during non-operating hours or whenever the vendor is away from the booth area.

20. AUTHORITY

The GABSC is held in the City of Latrobe, Westmoreland County, Commonwealth of Pennsylvania. Vendors are responsible for adhering to all federal, state, and local laws or ordinances and for obtaining, at their own expense, any necessary licenses or permits. Vendors conducting sales are responsible for collecting and remitting applicable sales tax. The GABSC will report any criminal activity to the appropriate authorities.

21. DISPUTE RESOLUTION

The Greater Latrobe - Laurel Valley Chamber of Commerce President, or their designee, is the final authority on all matters pertaining to the Great American Banana Split Celebration. Failure to adhere to guidelines or instructions given by representatives of the GABSC may result in dismissal from the event.

Representatives

GLLV Chamber President Briana Tomack

Dismissal

Any vendor who is dismissed for any circumstance must immediately cease operations and vacate the event with all personal materials. No refund of fees will be given to any dismissed vendor. Dismissed vendors may be prevented from participating in future events.

22. HOLD HARMLESS

The GABSC, Greater Latrobe - Laurel Valley Chamber of Commerce, City of Latrobe, and their representatives are not liable to vendors for any damage to or for the loss or destruction of any merchandise, equipment, food, lost profits, or injury to any person including employees of vendors or otherwise, all claims for any such loss or damage being expressly waived by vendor, who agrees to indemnify and hold the GABSC, Greater Latrobe - Laurel Valley Chamber of Commerce, and the City of Latrobe harmless from all such claims as allowed by law.

23. ADDITIONAL GUIDELINES AND RESTRICTIONS

As needed, the GABSC may impose additional or modify existing guidelines on a vendor-by-vendor basis to ensure the overall safety of the event.

24. CONTACT

Pre-event

Any questions, or when correspondence is required for notification, please use the following...

Phone/fax (724) 537-2671

Email

vendors@bananasplitfest.com

Mail GLLV Chamber of Commerce

Attn: Banana Split Celebration

PO Box 463

Latrobe, PA 15650

Event

Upon arrival, vendors will be provided with a list of contacts for use during the event.

rev 2023-03-25