



2019 Vendor Application

The 2019 St Peter Germanfest will be held on Saturday, September 28th, 2019 at Founders Square in downtown Portage Indiana. This year, our *Market Under the Stars* is open to all vendors and businesses on a first come first serve basis. The Market will open at 12pm and close at 10pm (vendors must stay until 7pm)

For those who wish to participate in this year's festival, please read the enclosed vendor rules and regulations for booth space availability. If you meet the criteria, please fill out the application and submit no later than August 31, 2019. Applications postmarked after August 31st may not be included in publications including the event website.

Mail applications and payment to:

St. Peter Germanfest
6540 Central Ave
Portage, IN 46368

Payments can also be paid online at www.stpetergermanfest.com/vendors

You will be notified by email upon receipt of your application regarding your acceptance into the 2019 St Peter Germanfest using the email provided on your application, so be sure to include your email address on your application and please watch for your email. If you need to confirm your status, please send inquiries, after August 1st, 2019, to info@stpetergermanfest.com

All applications must have a complete description, including brand names, of the items to be sold and/or displayed. Once you have received your acceptance confirmation by email, then by early September, you will receive information via email containing your booth space location and other event day details. If you are not accepted, your fee will be returned to you.

Food truck, electrical, and water accessibility spaces are limited and will be on a first come, first serve basis. We are looking forward to working with you at this year's festival. If you have any questions, please feel free to email info@stpetergermanfest.com or call (219) 381-1138.

Sincerely,

Jen Santaquilani

Event Chairperson



Vendor: _____

Company Name: _____ Phone: _____

Address: _____ Cell: _____

City, ST, Zip: _____ Email: _____

Please check all the apply

- 10x10 Craft Single Booth (\$50)
- 10x20 Craft Double Booth (\$100)
- 10x10 Food Single Booth (\$75)
- 10x20 Food Double Booth or Food Truck (\$150)
- Electricity (\$50 limited available spaces)
- Water (\$50 limited available spaces)
- Nonprofit discount (free 10x10 booth with exemption letter. Please provide with application to be eligible)

Give a complete description of items to be sold and displayed at the Germanfest

Vendors, by signing the vendor application, agree to protect and hold the St Peter Germanfest managers, St Peter Lutheran Church, City of Portage, and the Portage Park Department harmless and to indemnify them from any and all claims, demands, suits, actions, judgments and recoveries for or on the account of damages, theft or injury (including death) to property or person occurring as a result of lessee's use of the leased property and any other cause whatsoever. The Vendor further agrees that Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. The Vendor is solely responsible for damages or personal injury resulting from the use of umbrellas and other weather protection devices. The Vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge the St Peter Germanfest managers, St Peter Lutheran Church, City of Portage, and the Park Department, including their employees, volunteers, agents and officers, for all bodily and personal injuries, including reasonable attorneys' fees and court costs, which may occur as a result of Vendor's participation in the St Peter Germanfest, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the St Peter Germanfest managers, St Peter Lutheran Church, City of Portage, Indiana, and their employees, agents, volunteers and officers. I have read and understand the entire Vendor agreement and will follow the rules and regulations set forth. Failure to comply with any or all of the rules will terminate the agreement between the Vendor, St Peter Germanfest, and the City of Portage Parks and Recreation Department.

Vendor Signature: _____ Date: _____

Vehicle License Number: _____

Application Deadline: August 31st, 2019

Return the signed application with booth fee to:

St. Peter Lutheran Church 6540 Central Ave. Portage, IN 46368

You can also submit payment online at www.stpetergermanfest.com/vendor

Please note: If you do not follow all the rules and regulations you will be subject to being removed from the event.

*Application approval will be sent to the email provided or send an inquiry to info@stpetergermanfest.com after August 1, 2018



Vendor Rules and Regulations

September 28, 2019, 12pm - 10pm

Founders Square - Portage, IN

1. Payment

The St Peter Germanfest offers the following types of booth spacing options:

- A single space consists of a 10' x 10' area for a charge of \$50 (add \$25 for food vendor)
- A double space consists of a 10' x 20' for a charge of \$ 100 (add \$50 for food vendor)
- Limited electricity or water spaces for an additional charge for \$50 each option
- Limited truck food vendor rental space is also available for \$150 (pricing does not include electricity or water options)
- A special nonprofit rate is available with submission of nonprofit certificate

Check Policy: There will be a \$20 handling charge for any check returned for any reason. Make Checks payable to **St Peter Germanfest**.

Each vendor must complete the attached application and submit it to the St Peter Germanfest Committee with payment no later than August 31, 2019. Applications postmarked after August 31st may not be included in publications including the event website.

Send application and payment to:

St Peter Germanfest
6540 Central Ave
Portage, IN 46368

Payment can also be made online at www.stpetergermanfest.com

2. Approval

Upon receiving each application, the committee will review it to make sure it meets all criteria. Applications will be processed on a first come, first serve basis. Before the festival, you will receive your booth space number, a map, and other necessary information by email. St Peter Germanfest has the right to refuse any vendor for any reason. Information is also available on our website www.stpetergermanfest.com.

Very Important: Your confirmation letter will be sent to the email provided on your application or by response to inquiry to info@stpetergermanfest.com

Vendor spaces will be assigned. Subleasing of spaces is prohibited. A shared space is permitted, but each party must submit a separate application.

Booth location may be requested but is not guaranteed to be fulfilled.

3. Set-Up

Upon arriving at the festival, each vendor must go to Vendor check in to verify their assigned booth space and parking area.

Very Important: Tents are required for set-up in the Market area (does not apply to food truck vendors), or the Vendor will not be able to setup and will not be able to vend.

Vendors must keep all merchandise, refuse and personal property within the defined space allocated in their rental agreements. Vendors must provide their own tables, chairs, canopies, tents, hoses, extension cords, and anything else needed to operate booth. All displays, tables, chairs, signs, etc. must stay in the assigned booth space. If you need more than a 10'x10' space, please purchase additional booth space.

Founder's Square has limited electricity, so the staff at St Peter Germanfest will only be providing 2 standard 120V wall outlets, any special plugs or extra outlets for your booth will need to be provided by you. Generators will be allowed but not provided so if you need one for extra power to your booth please arrange to bring your own. Requesting electricity on your application is a request only and is not guaranteed. Quiet generators are recommended if you need electricity. Decibel levels must be below 70dB. Please bring extension cords (in good condition), as well as any power strips you need. You may require a lengthy extension cord to connect to electricity.

Vendors will set up between the times of 8am to 11am on Saturday, September 28, 2019. For liability reasons, no vehicles will be allowed in the vendor areas after 11am. Any car not in the designated vendor area after 11am will be ticketed. **Vendors are required to stay for the duration of the event and may not leave until 7pm.**

Parking is available within the vicinity but not all spaces will be within close proximity of vendor's row. Trailers, campers, vehicles, etc. are NOT ALLOWED to park in alleys or on the streets.

4. Booth Operation

Vendor booths must be open and staffed during the entire duration of the festival. Anyone arriving late, leaving early, or breaking down during festival hours may be asked to leave and will not be permitted to return to St Peter Germanfest in future years.

Vendors are responsible for the safeguard of their products, supplies, and money.

All vendors shall be held responsible for the actions of their employees, agents and persons working in connection with their stand.

5. Merchandise

All articles for sale must be clearly marked with the price. St Peter Germanfest/St Peter Lutheran Church reserves the right to sell all items bearing the St Peter Germanfest and St Peter Lutheran Church logo.

Sanitation, Health, & Safety: All food concession and produce vendors must have a current health permit from Porter County Indiana. Health permit information can be obtained from the Porter County Health Department. Porter County Administration Building, 155 Indiana Ave, Valparaiso, IN 46383 (219) 465-3525

Merchandise: Homemade baked goods, prepared foods, honey, jams, jellies and canned foods are acceptable, granted they meet all State Health requirements and are produced by the vendor selling the item or a family member. Compliance with all Health Department and Department of Agriculture guidelines and restrictions is the sole responsibility of the vendor. All vendors who are planning to sell prepared foods should contact the State of Indiana Department of Agriculture & Consumer Safety to obtain applicable guidelines. Meats must be processed in a USDA inspected facility and have a Department of Agriculture stamp. All meat inspections are the responsibility of the vendor. Potentially hazardous food items (meats, poultry, etc.) stored or displayed prior to sale shall be maintained at a temperature 45 degrees F or below. An ice chest with a drain can be used for cooling. No vendor shall permit seepage or leakage of water or fluids from any part of their space into the public areas or other vendors' spaces.

The St Peter Germanfest committee has requested that NO toy weapons be sold, including but not limited to guns, knives, swords, and marshmallow guns.

All State sales tax are the responsibility of the vendor. All permits must be displayed in plain sight.

Garage sale type items will not be permitted for sale. Some examples are used clothing, furniture, household items, DVD's, etc. The St Peter Germanfest Management reserves the right to prohibit any sales of this nature.

6. General Rules and Regulations

St Peter Germanfest Management reserves the right to deny display of any materials, decor, or merchandise that has not been specifically pre-approved.

No animals allowed, unless certified service animals.

No raffles are permitted at St Peter Germanfest at any time. Free drawings are allowed, but no raffles where money is exchanged.

No music or sound systems are allowed.

It is unlawful for Vendors to consume or distribute alcohol in the Market area of St Peter Germanfest. Violations will result in immediate booth suspension and any future participation.

Vendors are not permitted to smoke in their vendor space.

Vendors are responsible for the space leased to them. The St Peter Germanfest will provide garbage cans and a dumpster. It is the responsibility of the vendor to keep their area clean and to remove all empty boxes and containers at the end of the event. They will not injure or deface the premises and will be required to clean up their space after the event has taken place. All booths must be removed from your location no later than 11pm but must stay open until 7pm on September 28, 2019.

The St Peter Germanfest organizers will carry insurance, however, this insurance will not under any circumstances cover losses of any kind incurred by a Vendor or their employees or staff. Said insurance will not cover the Vendor should a claim of liability arise between the Vendor and any attendee. Vendors are responsible for obtaining their own general liability insurance for the Event date, including setup and

takedown times. The Vendor hereby indemnifies St Peter Germanfest event organizers and the City of Portage against any claim or suit arising between Vendor, contractor or attendee during the period of the Event. Vendors accept all risks associated with the use of occupancy of their space shall not make any claim or demand to take any legal action whatsoever against the St Peter Germanfest Managers, attendees, or City for any loss, damage, or injury howsoever caused the Vendor, their officers, employees, agents, or their property. Vendors agree to indemnify and hold harmless St Peter Germanfest Management against all claims, fees, losses, suits, damages, judgments, expense costs and charges of every kind resulting from the Vendors occupancy of the space for any reason or resulting from personal injuries, death, property, damages or any other cause sustained by the Vendors or its employees, or agents. St Peter Germanfest and St Peter Lutheran Church, including volunteers or employees, and/or Portage Parks Department will not be responsible for any accidents, damage, or theft of any property of a vendor.

St. Peter Germanfest is a rain or shine event.

7. Cancellation

If this Agreement is cancelled for any reason, or by St Peter Germanfest Management because of the Vendors default or violation of this Agreement, money paid to St Peter Germanfest Management shall be retained as follows: If cancellation occurs 30 days or more before the first day of the show, St Peter Germanfest shall retain administration fee and shall return the balance paid to Vendor. If cancellation occurs within 29 days or less prior to the first day of the show, Vendor is liable for the entire cost of the booth space, which includes money paid and any outstanding balance. St Peter Germanfest Management will retain this money as damages for the direct and indirect costs incurred by St Peter Germanfest for organizing, setting up and providing space for the Vendor, and losses and additional expenses caused by Vendors. To receive a refund, cancellations must be in writing.

Anyone not acting in accordance with St Peter Germanfest rules and regulations will be removed from the premises, forfeit any money paid, and not be allowed to vend.

If you have any questions concerning the above regulations, please contact us by email to info@stpetergermanfest.com or call Jen at (219) 381-1138.

St Peter Lutheran Church

Attn: St Peter Germanfest
6540 Central Ave
Portage, IN 46368