

**2019 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 located on Ligonier Street and Main Streets.

*Operating Hours*

Friday, August 23, 2019 12pm – 8pm

Saturday, August 24, 2019 10am – 8pm

Sunday, August 25, 2019 10am – 4pm

**2. VENDOR APPLICATION**

The event’s annual Vendor Application must be completely filled out and submitted with the vendor fees by July 15, 2019. Each vendor must be approved by the GABSC prior to being admitted to the event. Upon receipt of the application, the GABSC has seven (7) business days to make a determination and notification of acceptant or rejection 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 acceptability of an application based on past performance, timeliness, variety of vendors, saturation of category, and overall fit with the event.

**3. VENDOR AGREEMENT**

Submission of a completed Vendor Application, with the required signature, acknowledges having read 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 prior to being allowed admittance the event. This policy must list the “Greater Latrobe – Laurel Valley Chamber of Commerce” and “City of Latrobe” as additionally insured entities. Proof of insurance should be submitted within 10 business days of being accepted to the event.

**5. CANCELLATIONS**

If an approved vendor should need to cancel, for any reason, a refund of the vendor fees, minus a \$50 cancellation fee, will be issued if the GABSC receives notification by July 15, 2019. Cancellations occurring after July 15, 2019 will not be refunded.

**6. EXCLUSIVE SPONSORSHIPS**

The GABSC may, at its own discretion, enter into exclusive sponsorship agreements which may prohibit the sale of certain items or exclude the participation of certain vendors. Any such agreements and restrictions as a result of these sponsorships will be communicated to all approved vendors by July 1, 2019. Vendors found to be in conflict with any exclusive sponsorship agreement will be returned the vendor fees paid to the event.

## **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 drink.

### *Licenses*

Vendors approved to sell prepared foods must properly display any required licenses in accordance with state and local laws. Booths may be inspected at any time without notice by the event or government officials to ensure compliance with the law.

## **8. ELECTRICITY**

### *Availability*

Access to electricity is limited during the event with priority being given to vendors selling prepared foods. If a vendor requires access to electricity for the duration of the event, the specific needs should be submitted on the Vendor Application and payment must be remitted according to the current fee schedule.

### *Specifications*

Electric service specifications are:

Maximum 2 per booth - 110 Volt line has 20 amps

Maximum 1 per booth - 220 Volt line has 50 amps

### *Hook-up*

Connecting to the event power source must be done under the supervision of a designated representative of the GABSC. Approved vendors are required to bring a sufficient length of cable (at least 200 feet) to connect to the event provided power source. No cables will be supplied by the event. Cables should be adequate for the type of service listed on the Vendor Application. If multiple cables are needed to extend from the power source to the booth, connections must be secured to prevent accidental disconnection and waterproofed with electrical tape.

### *Disruption of Service*

The GABSC will make every effort to maintain electrical service throughout the entirety of 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 representatives of the event may access the main or auxiliary equipment used to provide electrical service.

### *Unauthorized Access & Causing Disruption*

Any vendor found accessing the electric service or service equipment without authorization, who exceed their allotted power draw, or whose equipment is determined to cause frequent disruption of the electric service will be disconnected for the remainder of the event 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 booth space.

### *Provisions*

It is the responsibility of the vendor to provide any support materials (i.e., tables, chairs, coverings, cables, etc.) required to operate the booth. Any covering must be properly secured using weights; devices that anchor directly into the ground will not be permitted.

### *Subletting of Spaces*

Only the businesses listed on the Vendor Application are 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.

## **10. PARTICIPATION**

### *Pre-event marketing*

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

### *Hours*

The GABSC and guests in attendance expect vendors to be setup, open, and operating during the event hours. Vendors should be prepared with adequate materials and supplies for the volume of guests attending.

### *Display of Prices*

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

### *Noise*

Vendors are not permitted to have loud or disruptive noises which may detract from the event.

### *Law*

No activities in violation of 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; and nothing shall be presented, used, or sold that is 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, 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 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.

Prior to 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 tear down and removal of all personal materials. The GABSC is not be 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 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.

### *Grease Waste*

The event will have appropriate containers for prepared food vendors to dispose of grease on site. All grease must be properly disposed of in the event provided containers. Measures should be taken by the vendor to protect the ground area occupied by 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. Appropriate locations for gray water dumping will be provided upon vendor check-in. Gray must be properly disposed of in the event provided containers.

### *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 any kind of waste may result in dismissal from the event, result in fines, and prevent participation in future events.

## **16. WATER**

### *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.

## **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 and non-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 Event Chair, Event Director, and Greater Latrobe - Laurel Valley Chamber of Commerce President, or their designee, are the final authority on all matter pertaining to the Great American Banana Split Celebration. Failure to adhere to guidelines or instructions of representatives of the GABSC may result in dismissal from the event.

### *Representatives*

|                        |                |
|------------------------|----------------|
| Event Chair            | Misty Enos     |
| Event Director         | Isaac McDaniel |
| 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, and 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.

*Vendor Liaison*

Each vendor will be assigned a GABSC staff member liaison upon arrival. While any GABSC staff member will be willing to assist to the best of their ability, the primary point of contact for any issues that arise during the event should be that assigned liaison.