

# **2018 VENDOR REGISTRATION FORM**

## **NEW BRIGHTON CAR CRUISE Saturday, September 8, 2018 9:00 AM to 8:00 PM Third Avenue (Eighth Street to Thirteenth Street)**

**Deadline for Registration:  
August 16, 2018**

PLEASE RESERVE

_____	10'x15' Street Vendor Space	\$ 150.00
_____	4' x 8' Sidewalk Vendor Space	\$ 50.00
_____	4' x 8' Sidewalk Vendor - New Brighton Organization	\$ 25.00
_____	4' x 8' Sidewalk Vendor - Third Avenue Merchant	\$ No Fee

Vendor / Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Artist / Crafter Product: \_\_\_\_\_

Retail / Services Product: \_\_\_\_\_

Food Type: \_\_\_\_\_

Please make check or money order payable to: New Brighton Borough

Return your completed vendor registration form, release form, and payment to:  
New Brighton Borough, 610 Third Avenue, New Brighton, PA 15066.

**Review our terms & conditions before signing this form.**  
**For more information, please call (724) 846-1870**

This form serves as a contract between the vendor and the Borough of New Brighton. The vendor has reviewed the terms & conditions and will provide services described above on said date. Other structures than those listed above are the responsibility of the vendor. The Borough of New Brighton holds general event liability insurance and accepts no responsibility beyond that policy. The Borough of New Brighton will take no percentage profit from sales made at any of the events and is not responsible for state or local taxes as they may apply. The Borough reserves the right to reject any proposed vendor. By signing below, the vendor agrees to these terms and will abide by agreements set forth in this form.

I have read the Vendor Terms and Conditions and will adhere to the requirements.

Signed \_\_\_\_\_ Date \_\_\_\_\_

## VENDOR TERMS AND CONDITIONS

The Borough of New Brighton and the New Brighton Car Cruise Committee agrees to permit Vendor to rent a vendor space during the 2018 New Brighton Car Cruise (hereinafter referred to as the Cruise). In consideration of the foregoing and of the promises and mutual covenants herein, the parties agree as follows:

### General Terms and Conditions:

Vendors who are cooking on site are not permitted to do so on Third Avenue sidewalks.

A confirmation email will be sent after registration is complete.

No refunds will be made for cancellations.

Vendor space assignments will be emailed to registrants the last week of August.

**ALL VENDOR SITES MUST BE APPROVED BY BOROUGH OF NEW BRIGHTON.**

- 1. HOURS OF OPERATION.** Vendor booths must be fully staffed, and must remain fully staffed, and prepared to serve attendees on Saturday, September 8, 2019 during the car cruise, regardless of weather conditions. Vendor understands that the Cruise will be held on Third Ave, New Brighton, PA 15066, at said time and date, regardless of weather.
- 2. SET-UP.** Set-up will begin at 8:00 AM on Saturday, September 8, 2018, and must be onsite no later than 9:00 AM. No vehicles will be permitted into the cruise area after this time.
- 3. STREET BOOTH SIZE.** Booth size will be 15 feet wide by 10 feet deep for Vendors. Vendor understands that the Cruise, in its sole discretion, will assign space. Vendors must provide all supplies necessary to operate, including a properly weighted tent or canopy if desired. *THE USE OF STAKES IS STRICTLY PROHIBITED.*
- 4. SIDEWALK SPACES.** Sidewalk vendor spaces are limited to a 4' x 8' table. Four feet/48" (measured from the back of a tree pit towards the building) of open pedestrian walking space must be maintained at all times. Canopies and tents are not permitted to block the 48" pedestrian walking space.
- 5. BOOTH SPACE RENTAL FEE.** Vendor agrees to rent a booth space during the Cruise to be held September 8, 2018. *ALL FEES ARE DUE AND PAYABLE WITH THE SUBMISSION OF THIS AGREEMENT.* No subletting of booth space shall be permitted.
- 6. SERVICES PROVIDED.** Duplicate goods, services, or food vendors (beverages excluded) are *discouraged*. Should an agreement and payment be submitted with a duplicate service, the Borough of New Brighton reserves the right to return the application.
- 7. GENERATORS/ELECTRICAL.** The Borough of New Brighton will not be providing electricity as part of the booth rental fee. Street Vendors who need electrical power for their booth should bring a generator and 100' cable. Sidewalk Vendors should make arrangements with a fixed facility (store/business) on Third Avenue. If vendor has made arrangements for electricity from a fixed facility, please notify the Borough of New Brighton at time of registration. The use of any generator must be approved for noise, exhaust and cable location by the Borough of New Brighton. Generators must be located 100 feet from Third Avenue (i.e.: to the rear on Second Avenue or Fourth Avenue).
- 8. FIRE SAFETY REQUIREMENTS.** All vendors are subject to an inspection by the New Brighton Fire Department's Fire Chief and/or his authorized representative. Vendors serving food must have an approved fire extinguisher on site. Any vendor with propane tanks must properly secure the tanks with chain or other approved device. All booths must be staffed at all times during the day.
- 9. LOAD-OUT.** All materials must be removed from the grounds by 9:00 PM on Saturday, September 8, 2018.
- 10. INSURANCE.** All Vendors must have and maintain the appropriate applicable liability insurance coverage as required under Pennsylvania law for the sale of goods or services.
- 11. SALES TAX.** All Pennsylvania sales taxes are the responsibility of the Vendor. The Borough of New Brighton assumes no liability for the collection of improper sales tax.
- 12. BEVERAGE SALES.** No alcoholic beverages of any kind may be sold or distributed by any Vendor during the Cruise, without the explicit approval of the Borough of New Brighton.
- 13. PUBLICITY.** Upon receipt of payment and registration approval, Vendor agrees to allow use of names, likenesses, and other materials as may be deemed appropriate for advertising, publicity, or marketing promotion of the Cruise without compensation.
- 14. SIGNAGE.** Vendor may only display its own business signs and banners within the assigned booth space.
- 15. TRASH.** Spaces must be free of trash, litter, and other refuse at all times. Trash collection sites will be provided for Vendors use at the Cruise. Vendor will be notified of the location of the trash sites during set up. Used cooking oil/grease is not collected as part of the trash service.

16. **CONTENT.** Nothing can be sold, distributed, or displayed that can be construed as unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane, or any other material that could give rise to any civil or criminal liability under the law.
17. **STORAGE.** There will be no storage allowed outside the booth space for any supplies, equipment, or inventory.
18. **CHANGE.** The Cruise is not responsible for providing change to Vendors.
19. **SITE INSPECTION.** Vendor is responsible for leaving their designated space as found. Vendor is responsible for returning the vending site to its original physical condition by 9:00 PM on September 8, 2018.
20. **GOVERNING LAWS.** This Agreement shall be governed by the laws and the health, sanitation, and fire regulations of the Commonwealth of Pennsylvania, County of Beaver, and Borough of New Brighton.
21. **SECURITY.** Vendors are responsible for the security of their own property and equipment at all times. No security personnel will be assigned specifically to Vendors. The Borough of New Brighton shall not be held responsible for loss, theft, or damage to any property left on the grounds at any time.
22. **VIOLATIONS.** Vendor acknowledges that a breach of any of the terms of this Agreement may result in the termination of this Agreement and the preclusion of the Vendor's participation in the Cruise. In the event this Agreement is terminated as a result of any breach by Vendor, Vendor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
23. **LIABILITY.** Vendor shall indemnify and hold the Borough of New Brighton and its employees, the Cruise staff, contractors, and volunteers harmless from any claim or cause of action arising out of or in connection with the acts or omissions of Vendor under this agreement, and shall reimburse the Borough of New Brighton for any costs, including but not limited to, reasonable attorney's fees incurred in defense against any such claim. Vendor shall supply a copy of a current liability insurance policy.
24. **CANCELLATION.** Vendor understands in the event the Vendor cancels, the entire booth fee will be forfeited.
25. **REQUIRED DOCUMENTATION.** Vendor agrees that, in the event this agreement is terminated as a result of Vendor's failure to provide any required documentation, Vendor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
26. **DISPLAYS.** The Borough of New Brighton reserves the right to locate any exhibit or display where it is in the best interest of the Cruise. The Borough of New Brighton reserves the right to cancel any exhibit or display that is not in the best interest of the Cruise.
27. **VENDOR SELECTION.** Vendor selection is at the sole discretion of the Borough of New Brighton. Please note that all applications will be reviewed and a selection process will make the final determination of food vendors that will participate.
28. **USE OF EVENT NAME.** No vendor shall sell or promote any item with the "New Brighton Car Cruise" name, logo, likeness, or other material. Any vendor found doing so will be removed from the event.

## RELEASE FORM

**RELEASE OF LIABILITY:** In consideration of my participation in the 2018 New Brighton Car Cruise Car Cruise, on behalf of myself and my heirs, my spouse, legal representatives, devisees, legatees, executors and administrators, successors and assignees, I hereby waive, release and forever discharge any and all rights and claims for damages which I have or may have, or which may hereafter accrue to me against the New Brighton Car Cruise Committee, the New Brighton Business District Authority, the Borough of New Brighton, the New Brighton Volunteer Fire Department, all counties, special districts and properties through or upon which the Cruise will be held, or against its, or their, respective officers, employees, agents, representatives, successors, directors, members, promoters, sponsors, advertisers, owners and any other parties who may have liability to the Releasor(s) and/or assigns for any and all injuries or damages which may be sustained or suffered by me or by other persons in connection with my association with or participation in and/or arising out of my traveling to or from the event. I verify that I have full knowledge of the risks involved in this event; and I hereby assume all risks, known or unknown, foreseeable or unforeseeable, patent or latent, that exist or may exist in connection with this event. I also hereby give permission for the use of my name, likeness, image, picture, or other representation in any broadcast, telecast, print media account, or marketing of the New Brighton Car Cruise.

Authorized Signature: \_\_\_\_\_

Printed Contact Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Date: \_\_\_\_\_

Contact telephone: \_\_\_\_\_

Return to: New Brighton Borough  
610 Third Avenue  
New Brighton, PA 15066