



November, 2022

Dear Applicant,

I would like to thank you for your interest in participating in the 2023 Kutztown Folk Festival. With an average attendance of over 120,000, we are the largest folk-life festival in Pennsylvania and one of the country's largest. We continue to find ways to increase our visitor growth each year.

Our food vendors are a major attraction of the Festival. The presentation is very important to the Festival's success. Please make sure your booth presentation will conform to Festival guidelines. Competition is very rigorous for prospective food vendors at the Festival.

Please read your contract, complete all included pages, include a \$500 deposit, and return by January 6, 2023. The Festival charges an additional 18% commission on all sales. Your commission will be paid on the final day of the Festival and your deposit will be deducted from your commission amount.

There may be curtailing of certain products you may sell to eliminate repetition, and prices may be changed if you are to sell certain products. **If you do not complete your menu information, your contract will not be accepted.**

Please make sure all of the people you have working the Festival are in Pennsylvania Dutch costume, and please make sure your **decor is of Pennsylvania Dutch theme.** Signage must be of Pennsylvania Dutch motif, per your contract: bright, colorful, and use Dutch words wherever possible.

We will be advertising the uniqueness of our food venue at the Festival this year, so please be prepared to educate your customers this year on Pennsylvania Dutch foods, as well as sell it to them. Food will be promoted in all of our advertising, and we will have to make sure the Pennsylvania Dutch theme of our food is not a disappointment to our customers.

We are now preparing for the 2023 Festival. The dates are July 1 – 9, 2023, with hours **9:00 a.m. – 6:00 p.m. Daily.** If accepted, we will ask that you complete the enclosed contract, menu, and supplier list. If you have a printed menu, a copy of that will suffice. **Please return your completed application as soon as possible.** If you have any questions, please feel free to call me at 610-683-1537.

Sincerely,

Heather Zimmerman

Heather Zimmerman
Executive Director

KUTZTOWN FOLK FESTIVAL

PO Box 306, Kutztown, PA 19530 • 610-683-1597 • FAX 610-683-1535

FOOD VENDOR CONTRACT – 2023

Kutztown Pennsylvania German Festival Inc., D.B.A. Kutztown Folk Festival

(Here in after referred to as K.F.F.), PO Box 306, Kutztown, PA 19530 AND

Vendor Name: _____

Address: _____

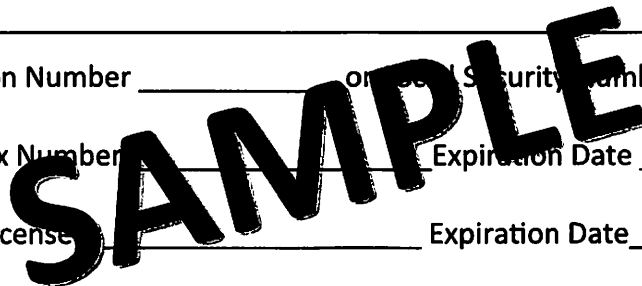
City: _____ State: ___ Zip: _____ Phone #: _____

Email Address: _____

Employer Identification Number _____ or Social Security Number _____

Pennsylvania Sales Tax Number _____ Expiration Date _____

Dept. of Agriculture License _____ Expiration Date _____



(Here in after referred to as VENDOR), intending to be legally bound, agree as follows:

- 1. VENDOR agrees to provide food service for attendees at the 2022 Kutztown Folk Festival, an event sponsored by the Kutztown Pennsylvania German Festival Inc.

DATE: July 1 – 9, 2023

LOCATION OF SERVICE: Kutztown, PA

TIME OF OPERATION: 9:00am – 6:00pm Daily

The attached menu with prices, approved & initialed by K.F.F. is made a part of this contract by reference.

- 2. VENDOR shall charge such prices as are approved by K.F.F. All prices shall include Pennsylvania sales tax. No price changes or additions to menu are permitted without advanced approval by K.F.F. All prices must be posted and visible to the public.

VENDOR shall report previous day's sales to K.F.F. before 12 PM of the following day. This will be strictly enforced. Any VENDOR not complying will be shut down.

COMMISSION OR FEE: The K.F.F. shall receive from (name of vendor)

_____ a commission of 18% on the VENDOR'S gross sales of all food and beverages. VENDOR shall report daily sales to the K.F.F. Business Office via sales slips provided by the Business Office. VENDOR shall document daily sales to the K.F.F. Business Office when reporting gross sales on the last day of the Festival. All commissions are due and payable at the end of the last day of the Festival, July 9, 2023.

Vendor agrees to inspection of sales records by Festival Auditor or any authorized agency. (NOTE: Please enclose a non-refundable application fee in the amount of \$500, refundable if not accepted.)

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3. VENDOR agrees to provide K.F.F. with a certificate of commercial general liability insurance. K.F.F. shall be named "additional insured" on this policy. The minimum limit of liability under this policy shall be \$1,000,000. Failure to provide certificate of insurance shall constitute a violation of this contract. *IMPORTANT: It is the vendor's responsibility to provide a Certificate of Insurance no later than May 1, 2023.
4. VENDOR's additional responsibilities hereunder shall include:
 - a. VENDOR shall obtain any permit necessary to serve food at the location stated above, including all necessary permits from the Borough of Kutztown. Vendor shall post all permits and licenses to be visible to the public.
 - b. VENDOR agrees to adhere to all borough, county, state, and/or federal health, safety and other applicable regulations governing the sale of food at events. Any inspection reports by these agencies shall be made available to K.F.F.
 - c. VENDOR shall supply all food and beverage items, necessary cooking, storage and service items, including but not limited to: paper plates, eating utensils, napkins, refrigeration equipment, cooking equipment, tables, chairs, and other equipment, including fire extinguishers.
 - d. VENDOR shall be solely responsible and pay for the Pennsylvania sales tax, any gross receipts tax that may be due, or any other tax levied by any other governmental organization with respect to sales or activity of VENDOR under this Agreement.
 - e. VENDOR shall prominently post a sign or signs listing the price of all items being sold by VENDOR. All vendor signage must be appropriate to the site and approved by K.F.F. VENDOR agrees to display only signage in keeping with PA Dutch theme.
 - f. The K.F.F. will supply electrical power to vendor stand. All installation of electric fixtures within the vendor stand is the responsibility of the VENDOR including cost of installation.
 - g. VENDOR's needing water for their stand will find connections for water at various locations on the fairgrounds. VENDOR may use these water sources with no charge for the use of water during the Festival. Plumbing connections and other

plumbing installations and equipment within a VENDOR stand are at the expense of the vendor and will be billed directly to VENDOR by the plumbing contractor.

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- h. VENDOR shall supply K.F.F. with an exact list of electrical equipment to be used, including specific ampere and voltage requirements for each electric device by April 1, 2023. K.F.F. cannot guarantee that changes in vendors electrical requirements received after this date can be accommodated. **Failure to adhere to electrical requirements will result in additional charges and/or elimination of menu items.**
- i. VENDOR shall return this contract to the K.F.F. office at PO Box 306, Kutztown, PA 19530, no later than **January 6, 2023.**
- 5. VENDOR is not permitted to subcontract food or beverages.
- 6. VENDOR shall only sell products authorized by K.F.F. the menus of which have been incorporated by reference into this contract. VENDOR failure to comply with prohibition against sale of unauthorized products or menu items shall be a violation of this Agreement. VENDOR agrees to provide K.F.F. the names and addresses of all materials and food suppliers.
- 6. Dress code: All personnel working at VENDOR stands and serving food or beverages are required to dress in appropriate costumes (19th century apparel). This is an important part of the Festival's authentic ambiance.**
- 8. VENDOR shall be solely liable for any equipment, food, beverage, or other items of personal property that it brings to the above location both during serving hours and thereafter. VENDOR represents that it has insurance covering said items for loss due to vandalism, theft, or other casualty. K.F.F. will provide such security, as it can, for the set-up period, operating and non-operating hours during the Festival, and the take-down period. However, it is specifically agreed that K.F.F. shall be held harmless for any claim for theft, vandalism, casualty, or other loss whether or not said casualty or loss is covered by insurance, with respect to VENDOR's personal property left on the location both before, during, and after operating hours. Any vandalism, theft or other objectionable activity should be reported immediately to K.F.F.

- 9. VENDOR hereby agrees to indemnify and hold harmless, the Kutztown Pennsylvania German Festival, Inc. (K.F.F.), the Kutztown Fair Association, Inc., the Kutztown University Foundation, Inc., their officers, agents, servants, volunteers, and employees, of and from all actions, causes of action, damages, suits, or claims of any kind resulting from the service provided by VENDOR under this Agreement, including but not limited to, any acts of VENDOR, its agents, servants, or employees in the performance of this agreement, personal injury or damage to personal property or real estate resulting from the acts, errors, or omissions of VENDOR, its agents, servants, or employees, whether negligent or non-negligent, or damage to VENDOR's personal property.
- 10. VENDOR shall maintain the cleanliness and neatness of their stand and the surrounding area.
- 11. K.F.F. requires VENDOR to conduct the operation of the business in a professional manner. This includes all VENDOR's stand decor to be in keeping with Festival theme, as well as conduct of vendor and employees. A VENDOR who does not conduct himself/herself, his/her agents, or employees, in a professional manner, will be cause for immediate violation of this contract. It is understood that any violation of this contract by VENDOR is just and appropriate cause of immediate closure of VENDOR, without terminating the responsibilities and obligations of this agreement.
- 12. This Agreement shall be binding on the parties hereto, their successors and assigns and shall not be amended except by written agreement signed by both parties. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and all actions hereunder shall be in Berks County, Pennsylvania. In the event of default by vendor, vendor will be responsible for any and all costs of collection including court cost and reasonable attorney's fees in furtherance of said collection. Additionally, for all unpaid or late fees, vendor will be responsible for and subject to a 1.5% interest charge per month or 18% annually. Vendor agrees to follow all rules and directions from management, either written or verbal, and understands that failure to do so will be cause for removal from the Festival.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year above written.

KUTZTOWN FOLK FESTIVAL

VENDOR

By: _____
Director

By: _____

Date: _____

Date: _____

-----Office Use Only-----

Date Received: _____ Amount Received: _____

Vendor's Name: _____

Product Supplier List

Supplier	Address	Products