



Chester County Facilities & Parks Department

Craft Vendor Guidelines & Policies 11/17

Please read carefully. The submission of a Craft Vendor application does not guarantee participation in any event. Your signature on an application indicates that you have read and understand the information contained in this document. The County may revoke, immediately, all of the rights of the vendor, agents or employees of the vendor's booth, without a refund of fees, due to a violation of the rules set forth herein.

1. Craft vendor information is distributed annually to all names on the mailing list. Lists are revised to eliminate disinterested vendors or those the County has deemed not appropriate. Information is available at www.chesco.org/parks.
2. An application must be received with payment to receive full consideration. If applicant is new to a Chester County event, a picture of the vending space is required. It is generally anticipated that a vendor will apply for one space. Vendor awarded more than one vending space will pay for same. In the case of identical applications from separate vendors, the one received first shall be given preference. Selected vendors will receive notice on how to proceed. Those the County does not select will be notified and payment returned. Incomplete applications will not be considered. Special requests must be in writing.
3. The County cannot guarantee number of visitors to an event and accepts no responsibility for attendance levels.
4. **All items sold must be the created work product of the vendor; no pre-packaged or manufactured items permitted.** Commercially manufactured items, kits and/or items not handcrafted or designed by the vendor may not be sold. If product(s) are related to the event theme, the vendor may be re-categorized and pay fees accordingly.
5. The County reserves the right to reject an applicant, who in the County's sole discretion and judgment, would not provide the best available items based upon quality, price, variety and service. Vendor shall prominently list **ALL** items being proposed to sell and the cost for each. **Vendor may only sell items listed on the application receiving County approval, and may not change list without County consent.** If vendor is determined to have violated this agreement, he/she forfeits the opportunity to participate in future Chester County events, and may be removed from the event in progress.
6. The County strives to maintain a balance of vendors and is responsible for assigning spaces based on park resources and program layout. Space assignments are not definite from year to year. Requests for specific spaces will be considered, but not guaranteed. Dissatisfaction with assignment is not grounds for a refund. If vendor and designated park staff agree that the space is not suitable, accommodations may be made.
7. Booths must be maintained in a safe and sanitary manner. The County may restrict vendors with respect to methods of operation and display of materials. If, for any reason, a booth or its contents is not in line with the objective and/or spirit of the event, the booth will be removed.
8. Vendor must furnish his/her own display area and provide all equipment, fixtures, overhead covering, adequate product quantity, etc. to ensure a successful operation. Set-up will take place during the hours indicated in confirmation materials. Vendor's assigned space must not interfere with adjacent spaces.
9. Booths must be staffed by persons 18 years or older. Children must be supervised at all times. Pets are not permitted.
10. Booths must be open during established event hours and shall not be dismantled until event closing time. Vendors shall remain with their assigned space and may not leave to solicit or distribute products in other areas of the park without County approval.

11. Booths shall be removed from the premises no later than two hours beyond the event's completion unless prior arrangements have been made. Please be prepared to meet this timeframe. Upon failure to remove, the County shall notify vendor to remove property from the premises. Upon failure to do so, the County may enforce a penalty fee and has the right to remove any and all such remaining property, and to dispose of it as the County shall so decide, and not be held liable for removal by said vendor, or by any other party.
12. Vendor will be removed from event and prohibited from participating in future events if: 1) vendor buys a space to sell to another vendor; 2) vendor misrepresents the items to be sold; 3) vendor's conduct is detrimental to the best interest of the event; or 4) vendor violates any of the policies and guidelines of the County.
13. The County reserves the right to ask those who have not received an assigned space, and who are collecting funds or selling items, to leave the premises.
14. The County shall not be responsible for protection, damage and/or theft of vendor's equipment, supplies and receipts. Vendor shall take all reasonable and necessary precautions to secure goods and property. In no event shall the County accept responsibility in connection with any such loss, theft and/or damage. Park staff will be on site throughout the event and provide limited security. All injuries and safety concerns should be immediately directed to event staff.
15. Vendor is responsible for keeping their assigned vending area neat, clean and hazard free. Vendor is responsible for any damage to the grounds resulting from his/her operation. Vendor shall be responsible for collecting and properly disposing of trash within fifteen (15) feet of their booth. Failure to do so shall constitute valid grounds to refuse vendor to operate at future Chester County events and a penalty may be applied. Please advise park staff if assistance is needed.
16. The County will determine the procedure for postponement and/or cancellation of an event. If the County decides to cancel the event for any reason, confirmed vendors will be notified once the decision is final. The County is not obligated to refund fees for any event affected by weather unless the event is cancelled with no alternate date.
17. **For events with an established rain date, vendor shall be available on both dates.** Vendor will forfeit fee if event is postponed to rain date and he/she does not show. If event is held on original or rain date, and vendor does not show, the County will solely determine if reason for not participating validates a refund. If event is canceled, refunds will be issued.
18. Insurance, if desired, must be purchased at the vendor's own expense.
19. Vendor agrees to abide by all rules and regulations established by the County of Chester, and any and all local and Commonwealth laws. Failure to do so may serve as basis for immediate termination of the right to continue to sell at the function for which the space was awarded, and/or disqualification from future consideration with respect to similar contracts with Chester County.
20. Vendor shall be considered an independent contractor. Neither the vendor nor any of his/her employees shall be considered employees of the County of Chester for any purpose.
21. Vendor shall indemnify, defend and hold harmless the County of Chester, their officers and employees from any and all suits, actions or claims of any nature brought forth, or on account of, any persons, by or in consequence of any act, omission, conduct, neglect and/or misconduct of said vendor, its employees, and of agents in connection with this agreement.