



# Funfest 2021 Street Fair Application For Sunday, September 12

<b>Commercial Vendor</b> Professional licensed vendor of food, games or other merchandise.	<b>Per space fee at 15' wide x 10' deep</b>	<b>\$125 for day</b> <b>\$35</b> <b>additional booth space</b>
<b>Nonprofit Organization</b> Any church, school, club or civic organization manning and operating their own booth to gather funds for charitable reasons and not for personal use.	<b>Per space fee at 15' wide x 10' deep</b>	<b>\$25 for day</b> <b>\$5 per</b> <b>additional booth space</b>
<b>ALL BOOTH FEES ARE DUE BY AUGUST 23rd LATE FEES WILL APPLY AFTER THAT DATE. SEE APPLICATION FOR DETAILS</b>		

**APPLICATION:** The application following must be completed in full or it will be rejected. Applications must be signed by the vendor. You must give an exact list of all of the items to be sold. Funfest reserves the right to restrict certain food items in order to avoid duplications. Members of the Booth Committee will inspect booths upon set-up to see that menus coincide with those submitted. Funfest reserves the right to restrict sales of items not listed on the participants' application.

**LAYOUT OF VENDOR AREA – Please Read!**

**The Hazleton Downtown Corridor Project is now COMPLETE.**

- **ALL VENDORS will be placed on the STREET, lined up along the curb. SIDEWALKS WILL NOT BE USED AT ALL, and access to sidewalks will be restricted.** Vendors with trailers, should bring materials to level your trailers in case roadway is uneven.
- **All Vendors are limited to a DEPTH of TEN (10) FEET.**
- **All storage items, etc. must remain WITHIN your booth space.** Sidewalks cannot be used for storage. Nothing is to be placed on sidewalks except power cables from generators if necessary.

**BOOTH/TRAILER SIZE:** All Booth spaces are **15' wide by 10' deep**. All Funfest Vendors, whether Commercial or Nonprofit, are subject to a PER BOOTH fee, and must specify the exact overall size of your booth/trailer on the application, and that size must include trailer tongue. Commercial booths which exceed 15' may purchase additional space at \$35 per space. Funfest reserves the right to either relocate or remove booths or trailers which exceed the space reserved for them. Booths, tables and stands must be provided by the vendors. Vendors are also required to provide a description of your set-up (trailer, tent, booth, etc.) to help in mapping the event.

**ELECTRICITY:** All booths are encouraged to be self-sustaining. We strongly recommend the use of sterno, gas, or a quiet and nonpolluting generator. If you cannot operate without an outside electrical source, Funfest will attempt to provide it for you at a cost of **\$20per space**. (This fee will be charged per 15' spot, so if you reserved 2 spots, your electrical fee will be \$40 for the day). Vendors utilizing Funfest electricity will be placed at a location most easily accessible to Funfest electrical sources.

**NONPROFITS/COMMERCIAL PARTNERSHIPS:** Funfest encourages all charities and nonprofit organizations to operate their own booth in either the Street Fair or the Craft Show to benefit their organization. In some instances, nonprofits have partnered with commercial vendors to operate on their behalf. In this case, it is up to the nonprofit and vendor to determine the percentage of proceeds to be paid to the nonprofit. Regardless of that arrangement, commercial vendors are still required to pay the full vendor fee to Funfest. Nonprofits should be identified on the application, as well as on signage at their booth during Funfest Weekend.

**HOURS OF OPERATION:** Vendors are permitted to set up Sunday am. 7:00 am. , all vehicles, including trailers, storage units, or delivery vehicles, **MUST** be off Broad Street by 9:00 a.m. Set-up may begin at 7:00 AM. All vehicles must be removed, and all booths should be open for business by 10 am . **Please note: Funfest's operating hours are now: Sunday: 10 AAM to 6 PM.** All vendors are REQUIRED to remain open until closing. No early tear-down is allowed. Vendors can begin dismantling their booths at 6 PM Sunday, however, **vehicles will not be allowed on Broad Street until 6:30 PM**, when all pedestrians have been cleared of the festival area.

## FUNFEST STREET FAIR – Vendor Rules - Continued

**LOCATION:** All booth spaces will be located on Broad Street in Downtown Hazleton, between Church and Pine Streets. Vendors will be assigned spaces as applications are received. Locations will be determined based on availability. Funfest reserves the right to put booths wherever they determine them to be of best benefit to the vendor and to Funfest. The decisions of the Booth Committee regarding locations will be based on non-duplication of products. Funfest Committee members will be available to direct you to your location. Funfest will review the locations for all vendors for both days, and will provide visual descriptions of the layout changes.

**SIDEWALK/STREET PROTECTION:** All vendors distributing food products, and especially those working with grease, must have sidewalk/street protection to include but not be limited to plastic covering and cardboard on sidewalks, booth sides, top and back. Although all vendors will be located on the street, backed up against the curb, sidewalks directly behind booths must still be covered as described above. The primary purpose of this precaution is to protect city streets, sidewalks, and building fronts from excessive dirt, grease, and debris. Vendors will be responsible for the cleanliness of the booth area. Funfest reserves the right to shut down any booth not complying. And the operators of any booth where sidewalks or streets are stained will be billed for cleaning. Please do not block doorways with booth, supplies, etc.

**ACCESSIBILITY/MENU SIGNS:** In accordance with A.D.A. laws, all booths must be accessible to all patrons. Funfest Committee members will inspect booths before opening to assure that this is the case. Curb cuts at street corners are NOT to be blocked by booths and/or supplies. ADA also requires that all booths **display menus OUTSIDE their booths**, so that they can be seen by everyone. Signs should include products for sale and prices. Lettering must be at least 3" high in a dark color (blue or black) on white background. Lettering should NOT be all caps, and should not be hand lettered or use broken lettering, such as in most stencil kits. Additional information regarding ADA is available upon request from Funfest. Vendors who do not follow these ADA standards will be given a warning by the Funfest Committee, and continued infractions will result in your booth not being invited to return to future Funfest events.

**SANITATION:** All vendors offering food products must provide adequate garbage disposal containers, and will be responsible for the emptying of said containers. A dumpster will be available at Laurel and Mine Sts. for emptying trash cans. It is unlawful to dispose of grease, dirt or other solid debris in the city sewer system. It is the responsibility of each vendor to thoroughly clean his designated booth area following the Funfest celebration. **DO NOT DISPOSE OF GREASE IN CITY SEWERS. Used grease may be stored in metal containers and left at the curb Sunday night for disposal.**

**FIRE EXTINGUISHERS:** All booths using electricity, generators, or any other type of heating device must have a fully charged ABC fire extinguisher at close hand within their booth/trailer. This rule will be strictly enforced by the Hazleton Fire Department, and affected booths will not be allowed to operate until the requirement has been met.

**INSURANCE:** All vendors doing business at Funfest, whether non-profit, commercial, contractor or agent, and regardless of the type of activity in which they are involved, are strongly encouraged to have liability insurance coverage. The following are required by Funfest to show proof of insurance: (A) Vendors whose activities pose risks greater than normal (i.e. rides, demonstrations, etc.), (B) Commercial vendors which are professional in nature, use electricity, and/or use any type of combustible material for any purpose such as the heating and/or preparing of food. Certificates of Insurance must be received by Funfest no later than August 15. Those not falling into the above categories are not required to provide proof of insurance, however, an authorized officer of each organization must sign the official Funfest Insurance Waiver (now part of the Release Form on reverse of Application).

**HEALTH CONCERNS:** This responsibility has been handed over to the Pennsylvania Department of Agriculture. You may visit the department's website at [www.agriculture.state.pa.us](http://www.agriculture.state.pa.us) here you will find all applicable guidelines for licensing, publications, forms and contact information. Additionally, you may contact Region 3 Bureau of Food Safety and Laboratory Services by writing to PDA, Bureau of food safety 113 SR 92 South, PO Box C Tunkhannock PA 18657 or calling 570-836-2181 Mr. John Rupert, Food Safety Supervisor. We will no longer be able to provide a license to these operations unless they obtain all necessary approvals from the PDA.

**RESTRICTIONS:** The following are strictly prohibited: 1. Sale or consumption of alcoholic beverages; 2. Games of chance which offer cash prizes; 3. Sale of any item which may be considered offensive; 4. Sales outside of booth area; 5. The use of loudspeakers, bull horns, speakers or any other means of amplification; 6. The placement of free standing signs on sidewalks or streets near booths; 7. The distribution of glass bottles to the public (bottled drinks must be poured into plastic cups for distribution); 8. Toy weapons (guns/knives, etc.)-including rubber band guns, and anything else that launches a projectile-will not be permitted.

**WEATHER:** **FUNFEST IS A RAIN OR SHINE EVENT. THERE IS NO RAIN DATE. PLEASE COME PREPARED.**

**QUESTIONS:** Call Funfest Headquarters at (570) 455-1509 or e-mail [funfest@hazletonchamber.org](mailto:funfest@hazletonchamber.org).

**IMPORTANT:** FUNFEST RESERVES THE RIGHT TO CLOSE ANY BOOTH, OR TO RESTRICT PARTICIPATION IN FUTURE FUNFEST EVENTS FOR NONCOMPLIANCE OF ANY OF THE ABOVE POLICIES. BY SIGNING THE ATTACHED RELEASE, SPONSORING ORGANIZATIONS TAKE FULL RESPONSIBILITY OF KNOWING, UNDERSTANDING, AND ABIDING BY THE RULES SET FORTH HEREIN, AND FOR RELAYING SAID INFORMATION TO ANY VENDORS, WORKERS, ETC. WHO MAY BE INVOLVED WITH THE EVENT. *Retain this page for your records*

# FUNFEST Street Fair Vendors Application 2021

***Application must be completed in full. Please TYPE or PRINT LEGIBLY! Payment must accompany this form***

Company/Organization Name \_\_\_\_\_

Please check that which applies:

- Commercial Vendor
- Nonprofit Organization

Phone No: \_\_\_\_\_

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

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

## **BOOTH LOCATION / SIZE**

Exact Dimensions of your booth (including trailer hitch):

Length \_\_\_\_\_

Width \_\_\_\_\_ (*Depth is limited to 10' for ALL Vendors!*)

Height \_\_\_\_\_

Please describe your set-up

(booth/trailer/etc.): \_\_\_\_\_

\_\_\_\_\_

## **PAYMENT ENCLOSED**

**Total Number of Spaces Requested (at 15' length each)**

### **NONPROFIT ONLY**

\_\_\_\_\_ space(s) @ \$25 single space \$ \_\_\_\_\_

\_\_\_\_\_ additional space(s) @ 5 per space \$ \_\_\_\_\_

### **COMMERCIAL SALES (food/games)**

\_\_\_\_\_ spaces (s) @ 125 single space \$ \_\_\_\_\_

*Additional footage beyond 15' – sold as additional full booth space*

\_\_\_\_\_ additional spaces @ \$25 per space \$ \_\_\_\_\_

### **TOTAL BOOTH FEES**

**TOTAL ENCLOSED** \$ \_\_\_\_\_

*Checks payable to "Funfest"*

*(Payments made after Sept. 1 must be by credit card, certified check, money order or cash-NO personal checks will be accepted after this date).*

## **PRODUCTS, ETC.**

Please describe your booth/products to be sold below. If you will be displaying products or distributing information, please note it. This information will be used to assure that like booths are not placed near each other.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **ELECTRICITY**

*We strongly encourage all vendors to be self-sustaining. If you cannot operate without an outside power source, you may purchase power from Funfest. Please check the one below which applies to you:*

\_\_\_\_\_ I do not require electricity

\_\_\_\_\_ I will use my own generator

\_\_\_\_\_ I have made arrangements with a Downtown Property owner to obtain electricity. (If so, please name property: \_\_\_\_\_)

(Please have property owner sign and date the back of this form as proof of your agreement for power use.)

\_\_\_\_\_ I would like to PURCHASE electricity from Funfest (Please list the precise equipment which will need to be powered (lights, specific heating source, refrigeration, etc.),

\_\_\_\_\_  
\_\_\_\_\_

Total number of watts/amps needed \_\_\_\_\_

*Electricity fee is \$20 per space for both days of the event. Payment is expected with this application. If Funfest is unable to provide electricity for your unit, the fee will be refunded. Please note: location of vendors using Funfest electricity is at the discretion of Funfest, based on our power sources.*

**FUNFEST 2021 Street Fair  
Vendors' Release**

Organization Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

*All commercial vendors, whether contributing to a charity or not, are required to pay the full space fee to Funfest.*

*Below is to be signed by a representative of the participating organization or company.*

Said organization agrees

- \* That this booth will be operated by or on behalf of the members of the requesting organization,
- \* That a representative from this organization and/or from any contracted vendor will provide Funfest with a certificate of insurance,
- \* That the information contained in this application is complete and accurate,
- \* That the vendor rules and regulations for Funfest have been read and are fully understood, and that the sponsoring organization is responsible for assuring that they are strictly followed, and that any commissioned vendor is likewise aware of these regulations.
- \* That Funfest retains the right to prohibit participation by any organization which has submitted an incorrect or inaccurate application, or which in the opinion of the committee does not operate in the spirit of the event

Signature of Participant: \_\_\_\_\_

Print Contact Name \_\_\_\_\_ Date \_\_\_\_\_

**Liability Waiver for NONPROFITS ONLY**

*Please note: This waiver does not apply to Commercial Vendors who: (A) are professional in nature; (B) use electricity for any purpose; and/or (C) use any type of combustible material for any purpose such as the heating and/or preparation of food. The above vendors must provide Funfest with a valid certificate of insurance. Vendors and/or organizations who do not fall into any of these categories may submit the following signature as waiver.*

In consideration of our participation in the above entitled event, and with the understanding that such participation is voluntary, and that we have elected not to obtain liability insurance coverage, we hereby assume the inherent risks involved in any activities connected with this event. We expressly assume the risk of and accept full responsibility for any and all claims which may occur as a result of our participation in this event and release from liability Funfest and each of its officers, directors, agents, representatives, and employees.

We hereby waive any claim made as a result of our participation in the activities connected with this event in which we may voluntarily participate, and hereby agree to indemnify all of the above named entities for any and all claims, including attorney's fees and costs, which may be brought against any of them by anyone claiming liability as a result of our participation in Funfest.

We understand that Funfest does not provide liability insurance for its participants, and will not represent participants in any action brought against them as a result of their voluntary participation. I certify that I have read and fully understand this release. I am of lawful age and am legally authorized by the stated organization, and am competent to make this agreement:

Organization Representative Signature: \_\_\_\_\_ Witness Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_ Witness Printed Name: \_\_\_\_\_

**DOWNTOWN ELECTRICITY SOURCE**

*If a Downtown Property Owner has agreed to provide power for your booth, please have him/her sign below. This signature indicates that your organization has approval to use said power, and that the property owner will not hold Funfest liable for any damages caused to their property because of that arrangement.*

Signature of Property Owner for permission to use electricity: \_\_\_\_\_ Date \_\_\_\_\_

Name of Property \_\_\_\_\_ Location \_\_\_\_\_

**~~PAYMENT MUST ACCOMPANY APPLICATION~~**

Return to:

**Funfest  
8 West Broad Street  
Mezzanine Suite 1490  
Hazleton PA 18201**

Phone: ~~570-455-1509~~

Email: ~~funfest@hazletonchamber.org~~  
~~funfestpa.org~~

**Application Deadline: August 25, 2021**  
Applications placed as received \* Late fees apply after 8/25