

# SEPTEMBERFEST

## BUSINESS EXPO APPLICATION & AGREEMENT

Business/Org. Name \_\_\_\_\_ Contact Name \_\_\_\_\_  
Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_  
Business Phone \_\_\_\_\_ Business Email \_\_\_\_\_  
Contact Cell Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

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### EVENT INFORMATION

#### DATES/TIMES

Friday, September 6, 2019	5:00pm – 10:00pm
Saturday, September 7, 2019	11:00am – 10:00pm
Sunday, September 8, 2019	11:00am – 5:00pm

#### LOCATION

Simsbury Meadows Performing Arts Center – 22 Iron Horse Blvd. Simsbury, CT

**AGREEMENT DUE DATE:** \_\_\_\_\_

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### GENERAL RULES & REGULATIONS

The following are requirements of all those wishing to host a Business Expo booth at Septemberfest.

1. **Application & Agreement:** A fully executed copy of the Business Expo application and agreement must be on file no later than twenty (20) business days prior to the event.
2. **Certificate of Insurance:** No later than twenty (20) business days prior to the event, vendor shall deliver to SMPAC Certificates of Insurance reasonably acceptable to SMPAC and listing Simsbury Performing Arts Center, Inc. and the Town of Simsbury as additional insureds. Such insurance must be by insurance companies licensed to write such insurance in the State of Connecticut. Such insurance shall remain in place for the duration of the term of this agreement and shall not be diminished without the prior written approval of SMPAC. If such insurance shall for any reason lapse, this agreement shall be null and void without notice to the vendor and the vendor shall quit the premises.
3. **Policies / Procedures:**
  - a. **Merchandise Sales & Tax Permit Requirements:** Any vendors wishing to sell merchandise at SMPAC must possess a valid CT Sales and Use Tax Permit and provide a copy of said permit to SMPAC along with the fully executed vendor agreement no later than the "Agreement Due Date" noted above. THE TAX PERMIT IS MANDATORY IN ORDER TO SELL ANY AND ALL MERCHANDISE. A copy of the permit must be displayed so that it is visible to the public at the mutually agreed upon sales location. Vendors are required to submit 6.35% CT sales tax to the State of CT Department of Revenue for all merchandise sales. Vendors who are not currently licensed with the State of Connecticut must submit a Business Taxes Registration Application (Form REG-1) to the Department of Revenue Services in order to obtain a

valid Sales and Use Tax Permit. To obtain a Connecticut Sales and Use Tax Permit, you must complete Form REG-1, *Business Taxes Registration Application* and remit the **\$100 permit fee**. For information on how to apply and how long it will take to obtain the permit, visit the State of Connecticut's [Registration Webpage](#). The permit will be valid for 5 years from the date of insurance.

- b. **Staffing:** Vendors are responsible for all staffing and should plan accordingly to staff at the level required to efficiently operate the booth throughout each of the 3 event days as well as for load-in and load-out.
- c. **Set-up:** All participants shall execute and return to the Simsbury Meadows Performing Arts Center, the "CERTIFICATE OF INSURANCE" and "SEPTEMBERFEST 2019 PARTICIPANT AGREEMENT" before setting up their booth. Vendors are encouraged to come equipped with transport systems to load booth items from the loading area to their assigned booth space on the field. Vehicle access to the field is NOT GUARANTEED and extremely limited. If it is determined that vehicular access is possible, vehicles shall be restricted to designated entry/exit paths identified by SMPAC employees and security. All vehicles associated with setup must be relocated to designated parking area no later than one half hour (30 minutes) prior to the daily start times stated above. Disposal of any trash or empty boxes in designated trash/recycling areas is required prior to the gates opening to the public.
- d. **Booth Location:** The location of each participant booth at the event will be determined solely by SMPAC. Sponsors will be given priority for available booth space and placement.
- e. **Booth Area:** Only the designated booth area may be used. Any items left outside of the designated footprint are subject to removal. For the safety of our patrons and to comply with fire code, booth setups shall not obstruct the flow of pedestrian traffic (i.e., chairs or displays in front of your area, items in designated aisle ways or obstructing any entry/exit points or stairs).
- f. **Tents:** Vendors opting to use their own tents must ensure that these structures are fully secured to the ground and consist of material which maintains appropriate fire rating.
- g. **Signage & Decor:** All vendors are required to have signage displayed to identify the vendor hosting the booth. All booth decorations (such as, bales of hay, corn stalks, etc) must be flame-retardant prior to the beginning of the festival to comply with regulations per the Simsbury Fire Marshal. Flame-retardant must be applied each day of the festival. Compliance of regulations is the sole responsibility of the participant. Participants may be asked to remove such decorations at the discretion of the Fire Marshall if compliance cannot be verified. Participants may not attach anything to the actual tent material. Signs, banners, or decorations may be attached to metal frames. Participants may not write, staple, wire, tape or apply stickers on tent tops or sides. The cost of any damage to the tent, including holes, will be charged to the participant by SMPAC.
- h. **Ground Staking:** No items may be staked into the ground without approval from SMPAC.
- i. **Missing/Damaged Property:** Any participant utilizing any property loaned by Septemberfest (such as tents, chairs, tables) will be held responsible for the cost of replacing any missing item or repairing any damaged item or property loaned to the participant.
- j. **Food & Beverage:** Only authorized Food Service Vendors and SMPAC are permitted to sell food or beverages for on-site consumption. ALL FOOD and BEVERAGE items are STRICTLY FORBIDDEN for sale or distribution by Business Expo participants. Any promotional items proposed to be sold or given away at the event should be noted under "product/service description" below. Consumption of alcoholic beverages is STRICTLY FORBIDDEN inside the booth of any participant. Smoking of any kind is STRICTLY PROHIBITED on the grounds of the Simsbury Meadows Performing Arts Center.
- k. **Breakdown / Cleanup:** To ensure the overall safety and enjoyment of patrons, breakdown will not be permitted until the event has fully concluded or at a time specifically designated by SMPAC. Vendor vehicles must remain parked until patrons have exited the venue and movement of vehicular traffic on-site has been deemed safe to commence. Disposal of any trash or empty boxes in designated trash/recycling areas is required at the conclusion of the event following breakdown. We ask that you leave your assigned area in the same or better condition than when you arrived for load-in. Additional cleaning / damages fees will be assessed at the discretion of SMPAC, should the vendor fail to comply with this policy.

## BUSINESS EXPO BOOTH FEES

Please check one:

- ☐ **10x10 Space** (includes 10x10 tent, 8' table, two chairs, interior lighting) **\$500** (*non-refundable deposit*)
- ☐ **10x20 Space** (includes 9x20 tent, 8' table, two chairs, interior lighting) **\$1000** (*non-refundable deposit*)
- ☐ **20x20 Space** (includes 20x20 tent, 8' table, two chairs, interior lighting) **\$1500** (*non-refundable deposit*)

Total participation fees: \$ \_\_\_\_\_

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### PRODUCT / SERVICE DESCRIPTION

Detailed Description of the product/service offered by your business:

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### ADDITIONAL SERVICES & EQUIPMENT - OPTIONAL

The following items are made available to vendors for an additional fee. Please indicate specific requests below by checking all that apply and totaling services requested. Payment for any additional services selected will be due at time of agreement execution.

	QTY		FEE	TOTAL
Additional set 8' Table and 2 chairs	_____	x	\$10	_____
One 20 amp electrical outlet	_____	x	\$50	_____
Additional 20 amp outlets	_____	x	\$10	_____

Total additional services requested: \$ \_\_\_\_\_

## PAYMENT

Full payment for participation and any additional services is due at time of agreement execution. Payments shall be made by check payable to Simsbury Performing Arts Center, Inc. and may be hand delivered to the SMPAC office at 22 Iron Horse Blvd. or mailed to the following address:

Simsbury Performing Arts Center, Inc.  
22 Iron Horse Blvd. (PO Box 245)  
Simsbury, CT 06070

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## AGREEMENT

Before we process your request and assign you booth space you must complete, sign and return this Agreement. The term "Booth" is used to define your designated area of activity at Septemberfest.

In signing this Agreement, you (Participant) acknowledge that you have received, read and agree to comply with the GENERAL RULES & REGULATIONS. In addition, you acknowledge that the sale or distribution of ALL FOOD or BEVERAGE items is STRICTLY FORBIDDEN in the Business Expo area.

### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_ (please print your name), certify that I am duly authorized to sign contracts on behalf of \_\_\_\_\_ (Insert Business Name) and as Participant, covenants and agrees to indemnify and to hold harmless the Simsbury Meadows Performing Arts Center, Inc., its employees, servants, agents, and volunteers, Septemberfest and the Town of Simsbury for any claim (including all defense costs and attorneys' fees) for bodily injury or property damage to third parties, employees or volunteers of the Participant and Co-Participant (if any) or any other person based on the acts or omissions of the Participant and its employees, servants, volunteers or agents.

The Participant understands that this Agreement, together with the Application constitute a binding contract and agrees to be bound by the same. Participant agrees that violation of this Agreement can lead to expulsion of the Participant from the event, prohibition from participation in future festivals, by Participant and/or liability for any and all damages suffered by Septemberfest and/or the Simsbury Meadows Performing Arts Center, including payment of costs of litigation (including reasonable attorney's fees).

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

*Print name:*

Venue Signature \_\_\_\_\_ Date \_\_\_\_\_

Missy DiNunno, Executive Director  
Simsbury Meadows Performing Arts Center