



HOME AND GARDEN FESTIVAL 2023

Food Truck Application and Contract

☎ 215-247-6696 ✉ coneill@chestnuthillpa.net 🌐 chestnuthillpa.com

Chestnut Hill Home and Garden Festival, Sunday, May 7, 2023

This application for exhibit space at the Home and Garden Festival will become a contract upon written acceptance, based upon terms set forth by rules on pages 3-4 and the guidelines established for exhibitors. Please write legibly. The rain date is Sunday, May 21, and the application deadline is Tuesday, April 4.

Business Name _____

Date _____

EXHIBIT SPACE RENTAL INFORMATION

*Fill this out to reserve a food truck space on Germantown Avenue. **Space rentals do not include a tent.***

Exhibit space rental information:

Please check your choices below.

- Food truck exhibitor, **\$350**
- Food cart or table, **\$250**

If you would like to sponsor the event, please email coneill@chestnuthillpa.net.

Includes 20' x 10' exhibit space only. No display materials are included. As an exhibitor, you are responsible for all display materials, including signage, chairs, etc. If extra space is required, extra fees may apply.

Location request(s):

Please check your choices below.

- Corner space, **\$75** surcharge. Spaces are allocated on a first-come first-serve or at CHBA's discretion.
- Additional contiguous 10' x 10' space, **\$185**.

Assignment of exhibit space:

Placement will be assigned when the Chestnut Hill Business Association (CHBA) receives full payment for exhibit space and the food truck, or food stand has been accepted. Space allocation will happen in the last weeks before the festival when most vendors, exhibitors, and artists have applied. The CHBA will endeavor to fulfill your space preferences but retains the right to place booths and trucks based on competitive separation of exhibits and comfort and concerning the safety of the attendees.

Please let us know if you need any special considerations.



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TOTAL

Total amount \$ _____

- Check enclosed
- PayPal (a 4% fee will be added). Please write your billing *@username* _____

Please make a check payable to the Chestnut Hill Business Association and mail the signed contract to the following address: Chestnut Hill Business Association, 8514 Germantown Avenue, Philadelphia, PA 19118

FOOD TO BE OFFERED FOR SALE

Please submit at least three pictures of your dishes and your truck's appearance. Please also provide a brief printed description of your menu or the menu itself. An Instagram, Facebook, or website is acceptable for product review either alone or in addition to images.

Food category: _____

Food truck name (write exactly as you would like to appear in event map, collateral, and webpages): _____

Please provide a link with any reviews or testimonials below.

GENERATOR SPECS

Please include information about your food truck generator below. In addition to ensuring your generator adheres to emission standards, the CHBA endeavors to ensure attendees' comfort and safety.



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EXHIBITOR CONTACT DETAILS

Business Name _____

Business Address _____

Website _____

Social Media @ _____

Owner/Manager _____

Billing Contact _____

Phone _____

Email _____

AGREEMENT

I have thoroughly read and understand the rules and regulations outlined in this package. Upon EXHIBITOR's signature and the CHESTNUT HILL HOME AND GARDEN FESTIVAL's approval, this completed form will be a binding license agreement between the EXHIBITOR and the CHESTNUT HILL HOME AND GARDEN FESTIVAL. Payment for the Chestnut Hill Business Association is with this application. Upon acceptance, this will ensure that I have one 20' x 10' space at the CHESTNUT HILL HOME AND GARDEN FESTIVAL on Sunday, May 7, 2023 (rain date Sunday, May 21, 2023). The terms of this agreement apply whether the festival is held on May 7, 2023, or on the rain date May 21, 2023. Checks will be returned if the application is not accepted.

Exhibitor signature _____

Date _____

VENDOR RULES AND REGULATIONS

VENDOR RULES AND REGULATIONS FOR THE CHESTNUT HILL HOME AND GARDEN FESTIVAL

Sponsored by CHBA, 8514 Germantown Avenue, Philadelphia, PA 19118

Date of event: Sunday, May 7, 2023 (rain date Sunday, May 21, 2023)

Time of event: 11:00 AM – 5:00 PM

EXHIBIT RESTRICTIONS

Exhibits must conform to the size of the space allocated to the food truck. All demonstrations, discussions, or other activities (such as the distribution of descriptive literature of any kind) must be confined to the truck. All exhibitors shall assign, share, or sub-license the whole or any part of the assigned space with the written approval of the CHBA. Displays should not be arranged or placed in such a manner as to interfere with or be objectionable to other exhibitors. The exhibitor must have merchandise and personnel in their booth for the entire period the festival is open. The CHBA reserves the right to make decisions involving the mix and placement of exhibiting companies concerning booth assignments.



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LICENSE AGREEMENT

Upon acceptance and approval by the Chestnut Hill Home and Garden Festival of your signed application form, and accompanied by payment for the full amount, this application and the rules contained herein shall constitute a binding license agreement for the right to use space at the Chestnut Hill Home and Garden Festival. Applications for such space must be made on an official form and received by the Chestnut Hill Home and Garden Festival accompanied by check for the full amount.

PROTECTION OF GERMANTOWN AVENUE

No damage shall be done, nor shall anything be pasted on, tacked, nailed, or screwed to the street, curb, sidewalks, permanent signage, trees, or other outdoor streetscape materials located along Germantown Avenue in the festival exhibit area. Exhibitors violating this regulation are expressly bound, at their expense, to repair any such damage that they, their agents, or employees may cause.

LIABILITY

The exhibitor agrees to assume all liability for and to indemnify the CHBA from and against any claims, with loss of life, personal injury, and property damage arising from or out of the installation, set-up, operation, dismantling, and removal of the exhibit, if caused in whole or in part by the act or omission of the exhibitor, its agents, contractors, or employees. Exhibitor hereby releases the CHBA of any liability whatsoever.

LOST OR STOLEN PROPERTY

The exhibitor agrees to assume all responsibility for exhibit items or materials brought to Germantown Avenue for the Chestnut Hill Home and Garden Festival. The CHBA shall not be responsible for theft or loss of property. At no time should items be left unattended.

REGULATION ENFORCEMENT

The CHBA shall have the full power to interpret and enforce all the regulations contained herein and shall have the power to make such amendments and further regulations necessary for the festival's proper conduct. Such decisions shall be binding upon all exhibitors. Failure by exhibitors to comply with these or any other rules or amendments thereto shall be sufficient cause for the CHBA to immediately remove such exhibit and the offending exhibitor.

EXHIBIT HOURS

All exhibits must be **operational by 11:00 AM, Sunday, May 7, 2023, remain open until 5:00 pm that evening, and be dismantled by 6:00 PM.** All trucks must be staffed during operational hours. Operational hours are subject to minor changes. Trucks agree to adhere to all the rules and regulations outlined in the exhibitor kit concerning exhibit hours, set-up, and dismantling of exhibits within assigned spaces. Trucks and vehicles with trailers must arrive no later than 8:00 AM. **No vendors will be admitted onto EXHIBIT AREAS after 10:00 AM.**

REFUND POLICY

A 50% refund to exhibitors will be granted upon written notification to the CHBA received by April 7, 2023. No refunds are given for cancellations within one month of the festival date. Vendors may only sell or give their space to another vendor with written and express permission from the CHBA. All cancellations must be received in writing, and "no-shows" without communication will impact future acceptance. We do not do credits for future events except for a rain date. If a fire, acts of god, strikes, or other uncontrollable circumstances force the postponement or cancellation of Chestnut Hill's Home and Garden Festival-in that case, the CHBA shall have no liability or obligation to make any refund. However, the CHBA shall make every effort to refund such a portion of the exhibit fees not spent or encumbered.

LIMITED RELATIONSHIP FOR GARDEN FESTIVAL ONLY

It is understood and agreed by the parties hereto that this Agreement is intended solely as a license agreement, permitting the use by the exhibitor of the assigned booth area for the time and purposes stated herein, and this shall not be construed as creating nor is it intended to create any other relationship between the parties. This agreement shall be construed and interpreted according to the laws of the Commonwealth of Pennsylvania.