



## VENDOR TERMS OF PARTICIPATION FOR THIRD PARTY EVENTS AND EVENT RENTALS

Thank you for being a vendor at the SteelStacks Campus. Below are terms of participation that all vendors are required to adhere to for the safety of everyone!

- For outside events, all tents must be weighted with a minimum of 40 lbs. of weight **PER LEG**.
- Vendor agrees to adhere to all event host and ArtsQuest set-up and breakdown policies. For set up times, please reach out to your contact with the event you are setting up at.
- Vendor shall provide ArtsQuest with a certificate of commercial general liability insurance, naming ArtsQuest as an additional insured, with minimum coverage of \$1,000,000 per person, per incident. Vendor will provide Workman's Compensation Insurance where applicable to by statute.
- Vendor shall be responsible for and hereby releases ArtsQuest, its trustees, officers, employees and agents from any liability for any loss due to vandalism, theft, accident weather or other casualty to any goods, supplies, equipment, belongings or other items of personal property which Vendor or its directors, officers, employees or agents cause to be brought to the SteelStacks site ("Personal Property"), including but not limited to the Exhibit area.
- Vendor agrees to defend, indemnify and hold harmless ArtsQuest, its trustees, officers employees and agents from all actions, suits, losses, damages or claims of any kind, arising from circumstances at the Christkindlmarkt site, including but not limited to the Exhibit, caused by any act or failure to act, whether negligent or non-negligent, its directors, officers, employees or agents or caused by any Personal Property.
- Vendor acknowledges that no representations have been made to Vendor with respect to the size of attendance at any festival nor have any representations been made with respect to anticipated distribution.
- Space location and assignments are made at the discretion of the event host.
- Vendor agrees to provide a professional display that includes but is not limited to tables, chairs, lighting, extension cords, etc.
- Vendor agrees to collect 6% PA Sales Tax where applicable and pay it to the state. Additionally, all Vendors must contact the PA Department of Revenue for a PA Tax Number and the City of Bethlehem for a Business Privilege License.
- Vendors must comply with all City of Bethlehem Health and Safety laws, where applicable. Vendors sampling, handling, or selling food must obtain a Special Event License from the City of Bethlehem at the vendor's expense. Failure to obtain license may result, minimally, in a suspension of business until a license is obtained.
- Vendor must comply with Vendor conduct as outlined below:
  - Vendor should be prepared for the seasonal elements such as heat, humidity, wind, rain and/or dust as well as long event hours.
  - Vendor shall not discriminate against any employee or customer because of age, race, religion, color, ethnicity, physical disability, or sexual orientation.
  - Political signs and activity are prohibited.
  - Hawking or calling out for patrons is prohibited.
  - No pets or live animals are allowed on site with the exception of ADA approved service animals.
  - No alcohol may be consumed by Vendors while on-site and during operating hours.
  - Displays may contain any open flames.
  - Personal heaters are prohibited.