



5th ANNUAL SPUDS & SUDS FESTIVAL

Saturday, August 20th, 2022

12:00 PM – 7:00 PM

(No Rain Date)

Located in the Borough of Bath on
W. Northampton & S. Chestnut Streets

DEADLINE FOR VENDOR REGISTRATION IS AUGUST 1, 2022.

(Keep this Page for Your Records)

Vendor spaces are 10'x 10'. If you require a larger area, you must reserve AND pay for multiple space(s). Canopies must be kept within space allowed. Set-Up Time is 9:30 AM to 11:30 A.M. **Those who arrive earlier than 9:30 AM will be directed to wait. Spots will be assigned first-come, first-serve; we will not honor specific requests for spaces in 2022.**

Please make checks payable to "GLVCC" and send to:

*Greater Lehigh Valley Chamber
18 S. Main St.
Nazareth, PA 18064*

The enclosed application, Vendor Liability Agreement, and Borough of Bath Waiver & Indemnification Agreement must be completed and returned with full payment and insurance forms, COI Accord 25 listing Borough of Bath and Greater Lehigh Valley Chamber as additionally insured for acceptance (*sorry, no refunds*). *Applications sent without payment will NOT be accepted.*

NOTE: Fees are non-refundable. Electrical hooks up are NOT available for this event. Payment due at time of application submission; applications without payment will not be accepted. Participants are responsible for bringing their own tables, chairs, tablecloths, display signs, tent weights, etc. Quiet generators (60 dB (decibels) or quieter) stationed on food trucks are permitted; loud generators (71 dB (decibels) or louder) are not permitted for the comfort of our festival-goers and other vendors. Food trucks and vendors with trailers must unhitch their trailers for this event and remove vehicles from the premises. Canopies are required in case of rain or hot sun; tent weights are strongly encouraged. Vendors may not breakdown prior to 7:00 PM.

You will receive confirmation once your application is accepted via email; approximately three to five days before the event, you will receive an email of all pertinent information for the festival, including intake instructions.

Additional Questions?
Contact Ashley Lorah at AshleyL@lehighvalleychamber.org.



Artisan, Business, Craft, & Nonprofit Vendors - Spuds & Suds Festival Registration Checklist:

- _____ **Chamber Vendor Application** – See page 4 and fill out.
- _____ **Vendor Registration Fee** – Cash, check made out to GLVCC, or credit card listed on designated space on page 4.
- _____ **Chamber Liability Form** – See page 5. Form must be signed, dated, and have name printed.
- _____ **Borough of Bath’s Waiver & Indemnification Agreement** – See pages 6-7. Form must be signed, dated, and have name printed.
- _____ **Borough of Bath’s Transient Retail Business License** – See page 8 and fill out. \$25 fee included in vendor fee.

Thank you for your cooperation. Without these forms we cannot accept you into the Festival. **Applications sent without payment for the Borough’s fee and without a credit card listed will NOT be accepted.** Please email these items to Ashley Lorah at AshleyL@lehighvalleychamber.org or send them in a sealed envelope to:

Greater Lehigh Valley Chamber
Attn: 2022 Spuds & Suds
18 S. Main St.
Nazareth, PA 18064

If you have questions regarding the Borough of Bath Vendor’s Insurance and Indemnification Agreement, please contact the Borough of Bath’s Office Secretary: Tanya Lamparter at 610-837-6525.



Alcohol & Food Vendors - Spuds & Suds Festival Registration Checklist:

- _____ **Chamber Vendor Application** – See page 4 and fill out.
- _____ **Chamber Liability Form** – See page 5. Form must be signed, dated, and have name printed.
- _____ **Borough of Bath’s Waiver and Indemnification Agreement** – See pages 6-7.
- _____ **Borough of Bath’s Transient Retail Business License** – See page 8 and fill out.
- _____ **Borough of Bath’s Transient Retail Business License Fee** – Include check made out to “GLVCC” or credit card information with application. Alcohol Vendors (\$35.00) & Food Vendors (\$25.00)
- _____ **COI Acord 25 / Proof of Insurance Form** – Listing “The Greater Lehigh Valley Chamber of Commerce, and its officials, directors, employees and agents and the Borough of Bath, its councilpersons, officers, agents, appointees, independent contractors, and assignees; including but not limited to borough engineers, solicitors, employees, inspectors, code and zoning enforcement officers” as additionally insured.

In place of an upfront vendor fee, all alcohol and food vendors will need to list a credit card on the designated space on page 4 of the vendor application. Your credit card will not be charged unless you cancel less than 48 hours prior to the event in which case a \$100 penalty will be charged to the card listed on the application.

Your vendor fee is 10% of your total sales from the festival. It will be collected after the event concludes on August 20th, 2022 by a staff member or event volunteer. ***This does NOT include the fee for the Borough of Bath’s Transient Retail Business License. You will need to pay your required amount for this license when submitting your application. Please mark “X” with how you are paying for this fee.***

_____ CASH _____ CHECK MADE OUT TO “GLVCC” _____ CHARGE MY CREDIT CARD ON PAGE 4

FOOD VENDORS ONLY:

_____ **Menu Items** – The theme is potatoes and beer. If you are a food vendor, you are required to feature at least one creative potato dish. Please describe your product in ten words or less:

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Attn: 2022 Spuds & Suds
18 S. Main St.
Nazareth, PA 18064

If you have questions regarding the Borough of Bath Vendor’s Insurance and Indemnification Agreement, please contact the Borough of Bath’s Office Secretary: Tanya Lamparter at 610-837-6525.

5th Annual Spuds & Suds Festival Application (August 20, 2022)
(Complete and return **front and back** of this form with your payment)

DEADLINE FOR VENDOR REGISTRATION IS AUGUST 1, 2022.

Please which type of space and number of spaces needed below:

Your vendor fee includes the \$25.00 charge for the Borough of Bath's Transient Retail Business License.

_____ Artist/Craft Vendor	\$50.00 per 10' x 10' space
_____ Business/Informational Vendor	\$75.00 per 10' x 10' space
_____ Nonprofit Vendor	\$30.00 per 10' x 10' space

Alcohol & Food Vendors:

When you turn in your application, you will need to pay the fee for the Borough of Bath's Transient Retail Business License (Alcohol Vendors - \$35.00; Food Vendors - \$25.00).

_____ Alcohol Vendor	10% of sales per 10' x 10' space
_____ Food Vendor	10% of sales per 10' x 10' space or food truck/trailer

All food handlers must have a temporary hand-washing set-up and appropriate food storage (i.e. ice, coolers, etc.).
All food handlers must wear disposable gloves.

NOTE: Fees are non-refundable. Electrical hooks up are NOT available for this event. Payment due at time of application submission; applications without payment will not be accepted. Participants are responsible for bringing their own tables, chairs, tablecloths, display signs, tent weights, etc. Quiet generators (60 dB (decibels) or quieter) stationed on food trucks are permitted; loud generators (71 dB (decibels) or louder) are not permitted for the comfort of our festival-goers and other vendors. Food trucks and vendors with trailers must unhitch their trailers for this event and remove vehicles from the premises. Canopies are required in case of rain or hot sun; tent weights are strongly encouraged. Vendors may not begin set up until entering through intake at/or after 9:30 AM and must be setup by 11:30 AM. Vendors may not breakdown prior to 7:00 PM. We will not honor specific spot requests in 2022.

See my enclosed check. (Make check payable to GLVCC) for \$_____ (Amount).

I Prefer to pay with Credit Card. Please charge for \$_____ (Amount).

Name on card _____

Card Number _____

Exp. Date _____

Sec. Code _____

Signature: _____

Business Name: _____

Main Contact Name : _____

Full Address (inc. City/State/Zip): _____

Phone#: _____

Email address: _____

Brief Description of what you will be displaying or selling so we can be sure that vendors selling similar merchandise are not placed next to each other: (Business exclusivity):

Food Trucks only: Truck or Trailer size? _____ Serving Window on Left or Right?

The Spuds & Suds Committee reserves the right to limit vendors of like merchandise and reserves the right to remove objectionable merchandise. Participant Signature below acknowledges and agrees to all above information in **YELLOW**. **Applications must be signed.**

Participant Signature: _____

Date: _____



Vendor Liability Agreement

Must be submitted with your vendor application!

I wish to participate as a vendor or associate in the 2022 Spuds & Suds Festival. I agree to accept all liability and responsibility for any personal injury, property damage, loss, theft or any other harm suffered by myself or others arising from or otherwise incident to my participation in the Event.

_____ (*the Vendor*) shall indemnify and hold The Greater Lehigh Valley Chamber of Commerce, and its officials, directors, employees and agents and the Borough of Bath, its councilpersons, officers, agents, appointees, independent contractors, and assignees; including but not limited to borough engineers, solicitors, employees, inspectors, code and zoning enforcement officers, harmless against all suits, claims demands and losses including costs, expenses and attorney's fees incurred as a result of any act or omission, neglect or misconduct of the Vendor during the Event.

- If you have liability insurance check here ()
- If so, provide certificate of insurance naming the Greater Lehigh Valley Chamber of Commerce as additionally insured.
- What is the amount of your liability insurance? _____ (minimum \$500,000)

By signing this Agreement, the Vendor/Participant hereby requests the Greater Lehigh Valley Chamber of Commerce to reserve vendor space at the Event and affirms it has read, understands, and agrees to all terms and provisions of this Agreement.

Signed: _____

Date: _____

Print Name: _____

Borough of Bath Event

WAIVER AND INDEMNIFICATION AGREEMENT

This Vendor’s Insurance and Indemnification Agreement (hereinafter referred to as the “Agreement”) as of _____, by and between Borough of Bath, a municipality located in Northampton County, Pennsylvania (hereinafter referred to as “Bath”) and {name of Vendor} _____, a _____ organized and existing under the laws of _____ {state}, with offices located at {street address} _____, {municipality} _____, {post office} _____, _____ {state} {zip code} _____ (hereinafter referred to as “Vendor”).

WHEREAS, the Greater Lehigh Valley Chamber of Commerce (“Organization”) is conducting a Spuds and Suds Street Festival (the “Festival” or “Event”) to take place on Saturday, August 20th, 2022, on a part of Northampton and Chestnut Streets (including its sidewalks) between (a) Old Forge Drive and Chestnut Street and (b) West Main Street and Northampton Street in the Borough of Bath (collectively, the “Festival Location”); and

WHEREAS, Vendor desires to participate in the Festival by operating as Vendor at the Festival and Vendor hereby represents and warrants to Bath that Vendor shall operate in compliance with applicable federal, state and local law; and

WHEREAS, as a community service, Bath hereby grants Vendor a revocable license (“Revocable License”) to use Festival Location during Festival as directed by Chamber subject to (a) Vendor’s execution of this Agreement, (b) Vendor complying with the terms of this Agreement, (c) Vendor operating Vendor’s business in compliance with applicable federal, state and local law, (d) Vendor participating in the Festival as directed by Chamber and (e) Bath having the right to revoke said license by verbal notice to the Vendor before or during the Festival in the event Bath determines, in its sole discretion, that Vendor is in breach of this Agreement; and

WHEREAS, Vendor desires to enter into this Agreement and comply with its terms.

NOW THEREFORE, in consideration of the Revocable License granted to Vendor, Vendor’s Indemnification granted to Bath, and Vendor, other promises hereunder, intending to be legally bound hereby, Vendor and Bath agree as follows:

a. **RECITALS**
The Recitals do form a part of this Agreement and are incorporated herein by reference as if fully set forth at length.

b. **INDEMNIFICATION**
Vendor shall indemnify, defend, save and hold harmless Bath, its elected officials, officers, employees and agents, from any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to or connected with any act or omission of Vendor, its officers, employees or agents, including contractors and subcontractors, arising out of or in any way connected to, but not limited to, Vendor’s use of Festival Location and/or Vendor’s participation in the Festival. The obligation to indemnify, defend, save and hold harmless Bath, its elected officials, officers, employees and agents, shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys’ fees, expert fees, court costs and all other costs of such indemnification.

c. **GOVERNING LAW**
This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Northampton, or in the United States District Court for the Eastern District of Pennsylvania.

d. **ENTIRE AGREEMENT**
This written instrument contains the entire, agreement between the parties, supersedes all prior agreements or proposals and cannot be changed without written amendment approved by both Bath and Vendor.

e. **SEVERABILITY**
If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

WITNESS, Vendor and Bath have executed this Agreement as of the date and year first above written.

ATTEST

VENDOR'S NAME

By: _____

Name (Print): _____

Title: _____

Date: _____

ATTEST
BOROUGH OF BATH

BOROUGH OF BATH
BOROUGH COUNCIL

By: _____

Date: _____



Borough of Bath
121 S. Walnut Street, Bath, PA 18014
Phone: 610-837-6525

***TRANSIENT RETAIL BUSINESS LICENSE
BOROUGH OF BATH - NORTHAMPTON COUNTY, PA***

LICENSE NO. 2022 SPUDS & SUDS

This license is issued to: _____

Employed by: _____

Address: _____ **Phone#:** _____

Contact Person: _____ **Phone#:** _____

For the sale of: _____

Fee \$25.00 | \$35.00 if selling alcohol

For participation as a vendor in the Spuds & Suds Festival Event being held by the Greater Lehigh Valley Chamber of Commerce within the Borough of Bath on **Sat., August 20, 2022.**

§5. Prohibited Acts: No person in any transient retail business shall:

e. engage in any business activity, except by prior appointment, at any time on a Sunday or legal holiday, or at any time before 9:00 AM or after 8:00 PM any day of the week other than a Sunday or legal holiday.

Don't forget to submit Vendor Waiver with this License. Thank you!

***DISPLAY IN A CONSPICUOUS LOCATION
AND/OR EXHIBIT UPON REQUEST***