



**BOROUGH OF
CONSHOHOCKEN**
MONTGOMERY COUNTY, PENNSYLVANIA

Conshohocken Funfest
Vendor Application

Saturday, September 16, 2023
12:00 pm - 8:00 pm
Fayette Street

Please complete all pages of the application and return with your payment. Vendor applications may also be submitted directly online at www.ConshyFunfest.org. Booth space is limited. Availability is determined on a first come, first serve basis. Acceptable forms of payment include credit card, check and money order. Credit card, check, and money order payments will be processed as they are received by the Borough of Conshohocken.

Credit Card Payments: Visa, MasterCard and Discover only is accepted. All credit card transactions will be charged a convenience fee of approximately 2.65% to your total cost or a \$3 minimum, whichever is higher. To pay using a credit card, please enter the card information on the application below.

Check & Money Order Payments: Must be made payable to the Borough of Conshohocken. Please mail or deliver to the Borough Hall Administrative Office.

Printed applications, checks, and money orders may be mailed or delivered to: Borough Hall, Attn: Funfest, 400 Fayette Street, Suite 200, Conshohocken, PA 19428. Applications may also be returned via email to funfest@conshohockenpa.gov or faxed to 610-828-0920.

All vendor applications and payments must be received by Friday, September 1, 2023

If you are interested in becoming a **SPONSOR** of Funfest, please visit www.ConshyFunfest.org to view our sponsorship levels and benefits.

- Conshohocken Borough reserves the right to determine what category each vendor is assigned.
- Vendor tables will be stationed on Fayette Street from 2nd to 4th Avenue from the hours of Noon – 6 p.m.
- Each vendor is assigned a 10'x10' space only. Tents, tables, and chairs, etc., are not provided and are the responsibility of the participant.
- The Borough of Conshohocken does not permit the use of generators or provide electric at booth spaces.
- All communication will be conducted through email. Please include an active email account and print clearly.
- Applicants will be sent email confirmation of their received application and payment.
- Day of the event instructions including check-in, booth numbers, parking, health and safety protocols, set up, breakdown, etc., will be provided via email one (1) week prior to the event.
- Conshohocken Borough restaurants may be required to provide copies of their food and & beverage license(s).
- Regular vendor participants intending to sell food at the event are permitted to sell pre-packaged/ pre-prepared food only. Participants intending to prepare and sell hot foods directly on site must submit a Food Truck Application and contact the Borough immediately at 610-828-1092. This type of participation is limited, and separate fees apply.
- Please include documentation of your tax-exempt status, if applicable.

CONTACT INFORMATION (please print clearly)

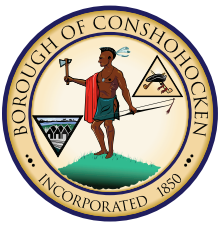
Vendor Name (Business, organization, group, etc...): _____

Contact Name (First & Last): _____

Phone Number: _____ Email Address: _____

Mailing Address: _____

****All communication will be conducted through email. Please include an active email account****



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DETERMINE YOUR VENDOR TYPE ***Conshohocken Borough reserves the right to determine what category each vendor is assigned***

VENDOR TYPE	DEFINED AS	FEE	X
Art/Craft/Handmade	Anyone selling handmade goods (all or the majority of items being sold)	\$40	
Political Parties/ Religious Groups	Anyone advertising, promoting goods, services or information	\$40	
Business	Anyone advertising or selling goods and services for profit	\$100	
Local Restaurant	Must be a licensed food business selling strictly food & beverages	\$100	
School Groups/ Non-profits/ Charity/ Conshohocken Legacy Youth Groups or Community Organizations	Please call the Borough of Conshohocken at 610-828-1092	Varies	

DESCRIBE YOUR ACTIVITY & ITEMS BEING SOLD ***Our goal is to limit duplicate activities in order to not compete***

PLEASE ANSWER THE BELOW QUESTIONS **IF YES, PLEASE DESCRIBE**

Do you intend to have a raffle?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Will you be giving anything away?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Do you intend on selling pre-packaged or pre-prepared foods or beverages?	Yes <input type="checkbox"/> No <input type="checkbox"/>	

**Note: Aside from Conshohocken Borough restaurants, booth participants are not permitted to prepare and sell hot food on site. Only pre-packaged/pre-prepared foods may be sold without a license. Participants intending to prepare and sell hot foods directly on site must submit a Food Truck Application and contact the Borough immediately at 610-828-1092. This type of participation is limited, and separate fees apply.*

ADDITIONAL REQUESTS (location, next to...etc.) ***Requests are not guaranteed***

PAYMENT INFORMATION

Acceptable forms of payment include credit card, check and money order. Credit card, check, and money order payments will be processed as they are received by the Borough of Conshohocken. Please note: all credit card transactions will be charged a convenience fee of approximately 2.65% to the total cost or a \$3 minimum, whichever is higher.

Credit Card Payments:

- Go to: <https://www.conshohockenpa.gov/payonline>
- Select the Miscellaneous Payment Portal Option
- Select applicable vendor fee option and enter credit card information

Check & Money Order Payments:

- Must be made payable to the Borough of Conshohocken. Please mail or deliver to: Borough Hall, Attn: Funfest, 400 Fayette Street, Suite 200, Conshohocken, PA 19428.



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HOLD HARMLESS/INDEMNITY AGREEMENT

The undersigned agrees to comply with rules and regulations. Noncompliance will result in your removal from the event with no refund. The undersigned further certifies that he or she is the responsible party submitting this application and that he or she is authorized to 1) execute on behalf of the group, and 2) accept legal process on behalf of the group.

To the fullest extent permitted by law, the undersigned shall indemnify and hold harmless the Borough of Conshohocken, its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from the event, regardless of whether such claim, damage, loss or expense is caused, in whole or in part, by the indemnified hereunder, unless any such claim, damage, loss or expense is caused by the gross negligence or willful misconduct of the Borough, or anyone directly or indirectly employed by the Borough, or anyone for whose acts the Borough is liable. Such obligation shall not be construed to negate or abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

Pertaining to COVID-19

By signing this agreement, I, on behalf of myself and my employee(s) acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my employee(s) and I may be exposed to or infected by COVID-19 by participating in the Conshohocken Funfest event, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Conshohocken Funfest event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Conshohocken Borough employees, other event participants, and the general community attending the event. I, on behalf of myself and my employee(s) voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my employee(s) or myself including, but not limited to, personal injury, disability, and/or death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my employee(s) may experience or incur in connection with myself and/ or my employee(s) attendance at the Conshohocken Funfest event. On my behalf, and on behalf of my employee(s) I hereby indemnify, release, covenant not to sue, discharge, and hold harmless Conshohocken Borough, its employees, agents, and representatives, of and from any claim, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to my and/or my employee(s) attendance at the Conshohocken Funfest event. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Conshohocken Borough, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation. I further acknowledge that this indemnification and release extends to third parties that suffer illness, damage, loss, claims, liability, or expense of any kind as a result of my, and/or my employee(s) attendance at the Conshohocken Funfest event, and I agree to indemnify, defend, and hold the Borough harmless from any claims brought by such third parties. I acknowledge that the Borough may, at its discretion, choose legal counsel for purposes of defending any suit encompassed by this waiver and indemnification, and agree to fund any and all reasonable expenses incurred in defending such suit.

Photo Release

I give permission to Borough of Conshohocken for the free use of my likeness and that of my child or ward, in connection with any broadcast, telecast, video, photograph, print media, or other publicity.

By signing below, I acknowledge that I have read and understand the above Hold Harmless and Indemnity Agreement and Photo Release.

Business/Organization Name: _____

Contact Name: _____

Signature: _____

Date: _____