



**Saturday, October 3, 2020**  
**Historic Church Street in Vienna**

***NON-FOOD VENDOR PACKET***



## Non-Food Vendor Agreement — Page 1 of 2

### Definitions

VBA	Vienna Business Association
Vendor	Each person, organization, retailer, food & beverage participant that has made application for space at Oktoberfest 2020, by executing a Sponsorship or Booth Registration Form and this Non-Food Vendor Agreement.

**1. Deadline for Participation:** The deadline for inclusion in VBA Oktoberfest is **Tuesday, September 8, 2020**. Every Vendor must fulfill all conditions herein, and send all completed paperwork and corresponding payment to VBA by Tuesday, September 8, 2020. **Non-food vendor space for this event is limited** and is available on a first-come, first-served basis.

**2. Cancellation:** If VBA should fail to hold Oktoberfest 2020 as scheduled for any reason by October 3, 2020 (including but not limited to terrorism, fire, wind, storm, other acts of God, or any other reason which renders event impossible or impractical) then it shall refund to Vendor all sums paid by Vendor to VBA less expenses incurred. Cancellation by VBA or the Town of Vienna must be made prior to 11 a.m. on October 3, 2020 for refunds to be administered. No refunds will be granted if event is canceled or cut short on time once the festival begins at 11 a.m. on October 3, 2020. There is no rain date for the festival; it is a rain or shine event.

Neither VBA, Town of Vienna nor any officers, directors, owners, employees, nor agents of either of them shall have any liability to the Vendor by reason of such cancellation or failure to hold the Oktoberfest 2020.

Any participant, with the exception of Business Expo, whose payment is due upon registration, may cancel prior to Tuesday, September 8, 2020 and receive a full refund. A \$25 cancellation fee will be deducted from all refund checks. **No refunds will be made after Tuesday, September 8, 2020.**

**3. Assignment and Use of Booth by Others:** Booth space is assigned in the order in which complete paperwork and payment has been received. Sponsors will receive premium booth space. Vendors are not permitted to share space and Vendor may not assign its space to any other Vendor, person, firm or organization without express written permission of VBA. No Vendor can change booth spaces without the permission of festival management and/or VBA.

**4. Booth Description:** All Vendor spaces are 10 x 10 square feet in size. If your set-up requires more space, you are required to pay for extra space. Notification to VBA must be made by September 8, 2020. Each space will be designated by markings on the road or grass surface and space markings will NOT be larger than 10 x 10 square feet, unless prior arrangements have been made and extra fee is received prior to the event. Vendor is responsible for equipping booth with all necessary equipment. Each booth must be equipped with a canopy or tent. If you are **going to use a generator, you must let the VBA know and understand it must reside within your booth space (or coordinated with VBA chair)**. If a vendor needs to rent a booth set-up, they should contact Brooke Rental on a first come, first served basis: 321 Mill St NE Vienna, VA 22180 (703) 938-4807 [JCB@brookerental.com](mailto:JCB@brookerental.com)

**5. Signage:** VBA will NOT provide booth identification signs. Vendor may place company signage in/on their booth. Placement and size may not infringe on other vendors or sponsors.

**6. Booth Set-Up:** Vendor set-up time is from 7:30 am until 9:30 am on Saturday, October 3, 2020. All vehicles must be removed from the festival area by 10:00 am. Any vendor arriving after that time, must hand truck in all items. Vehicle access to booths during Oktoberfest 2020 will not be available. Tablecloths are NOT provided. Vendors will receive a packet by email or fax (if requested) with Check-in Time. All vendors must follow schedule provided. **No vendors will be permitted to set up prior to the scheduled time. Vendors who do not arrive during scheduled set-up time may lose their booth space.**

**7. Booth Content and Appearance:** Tables must be covered to the ground and no boxes or packing items should be visible. Smoking is not permitted on the festival grounds. All persons staffing a Vendor booth (Vendor, Vendor employees, volunteers, etc.) must be appropriately dressed at all times. There shall be no cut-off shirts or pants, bare feet, or obscene or inflammatory writings on clothing or in booths. The Oktoberfest festival committee and VBA reserve the right to prohibit the display and/or distribution of materials or merchandise it alone deems illegal, obscene or otherwise offensive.

By participating in the festival, Vendor leaves all discretion for the items to be displayed and sold to VBA and has no right of appeal or legal recourse at the time or in the future. Vendors who refuse to comply with decisions may be asked to leave the festival.



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**8. Staffing of Booths:** All Vendors are required to provide adequate staffing of their booths for the duration of Oktoberfest 2020. Booths must be staffed and operational from 11 a.m. to 7:00 p.m. VBA cannot provide volunteers for Vendor booths. Vendors are encouraged to have promotional materials such as coupons, fliers or take home promotional items market their establishment. These items may only be distributed at Vendor's immediate booth space.

**9. Activity Confinement to Booth Space:** Vendors are permitted to distribute and/or sell information/materials/items or have activity at their booth. **No distribution or sale of materials will be permitted beyond the contracted booth area. Representatives of Vendor may not rove festival grounds to entice visitors to the booth and/or to do any type of information/product give-away.**

**10. Restrictions on Sales:** Vendors are not permitted to sell any beverages, prepared foods, live animals or otherwise illegal items. **Samplings of food or food product are permitted.** All vendors are responsible for providing all monies needed to make change during the festival. No monies will be available at the Vienna Business Association Command Center.

**11. Sound Amplification Devices:** The use of all sound amplification devices such as, but not limited to, speakers, bullhorns, microphones, or karaoke type machines is strictly prohibited.

**12. Booth Breakdown:** Oktoberfest 2020 ends at 7:00 p.m. Vehicle and other access to Church Street and all blocked off streets for breakdown and clean-up will be determined by the Town of Vienna and will begin at approximately 7:15 p.m. and must be completed no later than 9:00 p.m., noting the festival may be dark at breakdown, bring lighting if needed. If you choose to rent a booth set-up from Brooke Rental, coordinate breakdown of tent, table and chairs will them. **For the safety of other vendors and patrons, vendors who require shut down early due to lack of product or scheduling should not break their booth down or leave prior to the commencement of the festival, doing so will result in negative results in future years.**

**13. Utilities and Use of Generators:** Water and electricity will not be available at this event.

Anyone wishing to use a generator must obtain advance approval and understand it must reside within my booth space (or coordinated with the VBA Oktoberfest Festival Chairman). No electrical cords may be placed across a public right away. Vendors agree to assume all liabilities for damages caused by use of their generator.

**14. Disposal of Trash:** All Vendors must properly dispose of all trash in trash receptacles. Booth space must be free and clear of debris and trash after breakdown. A clean-up crew will periodically collect trash from public trash receptacles during the festival.

**15. Code Compliance:** Each Vendor is required to adhere to all laws and provisions established by the Commonwealth of Virginia, the Town of Vienna, the Fairfax County Health Department and the Fairfax County Fire and Rescue Department —Office of the Fire Marshall. Vendor shall also adhere to all other federal, state and local laws, rules and regulations applicable to its business and the Oktoberfest 2020 event.

**16. Sales Tax Collection:** It is the responsibility of each Vendor to comply with all federal, state and local tax ordinances. Vendor represents that it has or will have as of October 2, 2020 all necessary and required licenses, permits, and/or certifications from all applicable government agencies. Vendor has sole responsibility associated with its sales at Oktoberfest.

**17. Insurance Requirements:** Vendor must assume responsibility for, and agree to indemnify and hold VBA, The Town of Vienna and their respective officers, owners, employees and agents harmless from liability or expense, including governmental charges or fines and attorney's fees, in connection with any and all claims, demands and causes of action, created by, arising out of or resulting from (i) Vendor installation, removal and maintenance of space and supplies; (ii) any goods, products, samples or souvenirs; (iii) Vendor activities at the Oktoberfest 2020 and occupancy or use of the festival grounds or any part thereof.

By executing the Non-Food Booth Vendor Agreement, Booth description form and this document, Vendor warrants that it has and shall maintain in full force and effect through October 4, 2020 comprehensive general liability insurance, with coverage including personal injury, broad form property damage, contractual liability, operations hazard, and products liability, in limits of not less than \$1,000,000 which insurance specifically covers all Vendor activities on or off site of the festival grounds and related to Oktoberfest 2020. The VBA has the right to request a COI (Certificate of Insurance), i.e. naming the Town of Vienna (127 Center Street, South, Vienna, Virginia, 22180) and another naming VBA (address below) as a certificate holder.

**18. Security:** Security will be present during the operating hours of the Oktoberfest 2020 event. However, VBA and the Town of Vienna are NOT responsible for items lost, stolen or damaged.

**IF HAVING DIFFICULTY REGISTERING ONLINE, EMAIL This form to [vendors@viennaoktoberfest.org](mailto:vendors@viennaoktoberfest.org)**

Vienna Business Association | 243 Church St NW Suite 100E, Vienna, VA 22180 | [www.viennabusiness.org/](http://www.viennabusiness.org/)  
[vendors@viennaoktoberfest.org](mailto:vendors@viennaoktoberfest.org)



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NON-FOOD VENDOR BOOTH DESCRIPTION FORM

Name of Vendor \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Phone \_\_\_\_\_

Contact E-Mail \_\_\_\_\_

Type of Vendor

- Maker/Artist\*
Gourmet Food\*
Merchandise Re-Seller/Buy/Sell
Service Provider or Business
Political Party or Campaign Booth
Certified Community Organization or Non-Profit Organization w/ children's activity or volunteers
Other (please specify)

\*For consideration of 100% Handmade/Gourmet Food on Church Street - submit photos to vendors@viennaoktoberfest.org or address below, any application received after the deadline will be waitlisted if all festival criteria are met. No polaroid or slides are accepted. There will be a 20% cap on number of jewelry vendors.

Description of items being sold and/or booth activity to be undertaken:

\_\_\_\_\_

- Yes, I will be using a generator and understand it must reside within my booth space (or coordinated with the VBA Oktoberfest Festival Chairman).

All distributions of literature, balloons, bumper stickers, giveaways etc., must be confined to your booth space. No representatives may rove the festival grounds for marketing purposes.

The following is a checklist of items that must be received by September 8, 2020 in order to process your participation request.

- Registration Form (online form with applicable payment received by deadline or within 30 days of registration)
Non-Food Vendor Booth Description Form (this sheet or completed online)
If you are going to use a generator, you must let the VBA know and understand it must reside within my booth space (or coordinated with from the VBA Oktoberfest Festival Chairman)
All booths must have a cover over the top of the booth space.

By submitting this form, online vendor registration form and payment you are acknowledging you have read and will abide by the Non-food vendor agreement. All must be received in order for your application to be a complete agreement by September 8, 2020. We will endeavor to make sure the offerings of vendors are varied. However, exclusivity of items is not guaranteed. Preferences of booth placement will be determined by the type of vendor, time of submission of application and payment. Please note on your form if you have a placement preference. The committee will try to honor your request but cannot guarantee that your request will be granted.

Special Requests for consideration: \_\_\_\_\_