

2025 Butler Italian Days

VENDOR APPLICATION

When: Friday August 22, 2025 to Saturday August 23, 2025
Where: Main Street, Butler PA 16001- Wayne Street to Cunningham Street
Set Up: Friday August 22, 2025 at 1:00 to 4:00 PM
Event Times: Friday August 22, 2025 at 5:00 PM to 10:00 PM
Saturday August 23, 2025 at 11:00 AM to 9:00 PM
Load Out: Saturday August 23, 2025 9:00 - 10:00 PM

Company Name: _____

Primary Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Please provide an email that will be checked often, this will be our primary way of communicating

Cell Phone of Authorized Official to be in Attendance: _____

They will receive text messages about updates, etc (leave blank if you do not want text)

Contact Phone: _____

Items to be sold or on display

(please be specific with products sold to ensure you are not placed next to competitor or to be denied to sell items at event)

IMPORTANT ** PA State Sales Tax License Number _____

Website & Social Media

Website: _____

Facebook: _____

Select Vendor Type

Food 10 x 20 \$ 750 \$ _____ 110V Electric? (add \$200) \$ _____

Tent? _____

Or Truck/Trailer? _____

If truck/Trailer, please provide overall dimension: width _____ length _____ height _____

Food 10 x 10 \$ 400 \$ _____ 110V Electric? (add \$200) \$ _____

Tent? _____

Or Truck/Trailer? _____

If truck/Trailer, please provide overall dimension: width _____ length _____ height _____

Non-Food 10 x 10 \$ 275 \$ _____ 110V Electric? (add \$200) \$ _____

Total \$ _____

Make Checks Payable to:

Sons and Daughters of Italy
% Charmain Fetterman
104 East Patterson Ave
Butler, PA 16001

Our Contact Information:

Charmain Fetterman (724) 968-0198
Kelly Ifft (724) 290-3279

Email: ifftkl@gmail.com

Set up & Tear Down Information (Location assignments will be issued prior to the event)

Main Street Location (all Tents will be on Main Street):

Friday August 22, 20225

1:00 PM - Tents can start to be set up with the strict understanding that your belongings and tent must remain within the parking spot designated on the street. Main Street will still be open to traffic. You can not impede traffic or stop traffic to load or unload your belongings.

3:00 PM - Main Street will shut down to traffic. You can proceed to move your tents and belongings to the appropriate space and complete set up.

5:00 PM - Event begins and sales can start. Please do not sell items until the event begins.

10:00 PM - Event ends. If you wish to leave your tent and items overnight, you can slide your tent and belongings into the parking spot & close for the evening. Make sure your tent is secured with weights. Butler Italian Days will not be liable for lost, stolen or damaged items.

11:00 PM - Main Street opens back up for traffic.

Saturday August 23, 2025

9:00 AM - Main Street will shut down to traffic. You can proceed to move your tents and belongings to the appropriate space and complete set up.

11:00 AM - Event begins and sales can start. Please do not sell items until the event begins.

9:00 PM - Event Ends.

10:00 PM - All vendors must be off of all streets.

Diamond Park Street Location

Friday August 22, 20225

1:00 PM - Diamond Park streets will close. Set up will begin.

5:00 PM - Event begins and sales can start. Please do not sell items until the event begins.

10:00 PM - Event ends. Diamond Park Street will be closed all evening. Butler Italian Days will not be liable for lost, stolen or damaged items.

Saturday August 23, 2025

11:00 AM - Event begins and sales can start. Please do not sell items until the event begins.

9:00 PM - Event Ends.

10:00 PM - All vendors must be off of all streets.

Terms of Agreement, Policies & Procedures- Event Specifications & Requirements (3 PAGES)

The following are the contract terms of the agreement to rent vendor space at **Butler Italian Days**. As a participant, your acceptance of these terms shall constitute a binding agreement.

Acceptance: Submitting an application does NOT guarantee you a space. **Butler Italian Days** will accept a limited number of vendors for this event. Applications will be reviewed and vendors will be selected based on a number of criteria, including: proposed items, completeness of application, space requirements, appearance of stand, and adherence to rules. Preference may be given to event sponsors, City businesses, uniqueness of items, and the order in which applications are received. All non-compliant applications will be returned as incomplete.

Cancellation/Withdrawal Policy: NO REFUNDS will be made under any circumstances.

Vending Policy: Vendors may only sell the items listed on their application during the listed sell times. New items may not be added after acceptance has been granted. Vendors who have exhausted supplies or are eager to travel, may not leave prior to the end time of the event, unless dismissed by the event coordinator(s). Vendors who do not adhere to event published vending times may not be invited to submit proposals for future events. Food and beverages may not be sold or distributed by arts & crafts vendors.

Multiple Vending Spaces: Vendors may submit applications for more than one vending space, providing that the two locations are requested for different items. Acceptance of two different vending proposals from the same vendor does not indicate that the stands will be adjacent to one another. Stands will be arranged within a festival or event based upon the nature of the items offered. Vendors should make sure they have the resources and staff to operate two vending locations.

Weather: This is a rain or shine event. In the event that severe weather or a declared state of emergency results in cancellation of any or all festival days or limits festival hours of operation on certain days, NO REFUNDS WILL BE ISSUED. Please come prepared for the wind by bringing sufficient tent weights.

Marketing: Vendors are required to add our Facebook event to their business page. We will provide a link.

Parking: For safety reasons, NO PARKING will be permitted on Main Street. Support vehicles and trailers must be un-hitched and parked off-site.

Water Hook Up: There will be NO ACCESS TO WATER. Please plan accordingly.

Electricity: Access to limited for this event, please fill out your application appropriately. Vendors may supply their own quiet generators or battery operated devices if needed. Quiet generators must be less than 60 decibels while running a quarter load. If you are not operating a quiet generator and we receive complaints about the sound level from attendees or other vendors, you will need to turn it off and find an alternative solution. All electrical extension cords and electrical plugs must be 3-wire grounded, heavy-duty type and UL approved & supplied by each vendor. NO EXTENSION CORDS ARE PROVIDED.

Nuisances: No radios, televisions or other loud broadcasting is permitted without prior authorization. No calling / shouting out to customers is permitted.

Tent Spaces: Tents are located on a paved surface. No tables, chairs, weights, or other supplies will be provided for vendor spaces. Tents will not be permitted on the sidewalk, under any conditions during event operating times. ALL TENTS MUST BE SECURED WITH 40 LB WEIGHTS ON EACH TENT LEG. This will help ensure all tents are properly secured for the safety of attendees, your neighboring vendors, and your personal supplies. The use of ballast blocks, water barrels or other weights is permitted as long as it is done safely per the tent manufacturer recommendations. You may not increase the size of your vending space for tent weights that require more space. Vendor's display cannot interfere with adjacent vendors or extend into aisles or beyond your assigned tent space.

While there will be street lights outdoors, vendors are encouraged to bring battery operated lights to ensure adequate lighting in the evening.

Booth/display height cannot exceed 15 feet.

No open flames, lit candles or burning of incense will be allowed inside the tent.

Rubbish/Trash/Storage: Rubbish and trash must be taken to designated trash areas before, during and after each day. Vendor agrees to leave grounds in and around reserved space in the same condition as found, i.e.: no grease poured onto grounds, into waste containers, no garbage, no debris, decorations, or vendor's customer debris and litter left. Stored inventory must be covered and kept from public view or you will need to store your merchandise in your vehicle.

Food/Drink Items: Vendor agrees to prepare and sell only approved menu items. Product prices must be established before the event and cannot be changed. Food prices must be prominently displayed in your booth for the public to seek.

Food Licensing & Permits: Accepted vendors must have a valid City of Butler Vendor/Special Event License. Copy of this license must be provided by July 22, 2025. You will NOT be allowed to set up if this license is NOT provided, and NO REFUNDS will be issued.

Insurance (Food Vendors): is the responsibility of the Participant and is required. **Butler Italian Days** is not responsible for replacement of lost or stolen goods. Participants are responsible for obtaining their own general liability insurance for the show dates, including set-up and tear-down. You must add **Butler Italian Days** to your insurance policy as being additionally insured for August 22 & 23, 2025 and a copy of this license must be provided by July 22, 2025. You will NOT be allowed to set up if this insurance is NOT provided, and NO REFUNDS will be issued.

Compliance with Law/Standards: Participants are responsible for meeting all city/state resale-licensing agreements. **Butler Italian Days** assumes no responsibility for any tax liability incurred by participants from the sale of any Goods at the festival. Participant further agrees to indemnify and hold harmless **Butler Italian Days** from any tax liability the Participant may incur from the sale of any Goods at the Festival.

Participants must comply with fire, safety, tax and ADA requirements of the City of Butler and County of Butler and the regulations of the City of Butler Food Sanitation Division to insure safe food preparation. Licensing, Permits and Food Safety Certificates MUST BE DISPLAYED the entire time.

Acceptance of Event Specifications & Requirements and the Application and Contract: If accepted, I/we the applicant/s (hereafter the "Vendor") have read this Application and Contract, and agree to abide by them in full.

Vendor further agrees that if Vendor cancels out of event, Vendor forfeits the entire vendor fee. The undersigned Vendor and his/her agent/s or assign/s do expressly, forever and irrevocably release **Butler Italian Days and The Sons and Daughters of Italy Lodge #1664** its officers, directors, shareholders, producers, managers, employees and agents, and the owners of each of the event sites (together the "Released Parties") of and from any liabilities, damages, injuries or losses, of any kind or nature, which may arise from the licensing and/or participation by the Vendor. Vendor and its agents, heirs and/or assigns hereby irrevocably agree to indemnify, defend and hold harmless the Released Parties from and against any and all liabilities, damages, injuries, claims, losses and costs (including reasonable attorney's fees) related to or resulting from: (i) Vendor's violation of the Specifications & Requirements and/or the Application and Contract; (ii) personal injury caused to any third party by Vendor and/or Vendor's merchandise and/or by Vendor's agents, employees and/or representatives; (iii) Vendor's participation in any event; (iv) Vendor's use or sale of any items or materials which violate or allegedly violate any copyrights, trademarks, patents or other rights of any third parties (including but not limited to, intellectual property rights); and (v) any violation of or failure to comply with any applicable state, federal or local laws, regulations, statutes, and/or ordinances by Vendor or its agents and/or representatives, including but not limited to obtaining any required license(s) and/or permit(s). Vendor agrees that this is not a lease but only allows the Vendor to use the space provided for the duration of the event. If this Application is accepted, Vendor gives permission to **Butler Italian Days and The Sons and Daughters of Italy Lodge #1664** to use Vendor's name and/or company name, address, telephone number, slides submitted and any photographs or videotape taken at the event of Vendor or Vendors items for any and all purposes. **Butler Italian Days and The Sons and Daughters of Italy Lodge #1664** reserves the right to accept or reject any food/beverage item based upon **Butler Italian Days** selection process, at any time, without liability of any kind or nature. Vendor space not occupied by the opening time on the first day of the event will result in forfeiture of the vendor space, and the space will be filled with a "wait list" vendor. All checks returned for non-sufficient funds (NSF) will be assessed a \$35.00 service fee for each check. Vendor also understands that if Vendor displays items in its booth that were not included and approved when this Application was submitted, Vendor will be required to remove them and/or face expulsion from the event **Butler Italian Days and The Sons and Daughters of Italy Lodge #1664**, at its discretion, may change the opening or closing hours of the event each day. Vendors may not display or sell another vendor's merchandise or share their space with another vendor unless approved by **Butler Italian Days and The Sons and Daughters of Italy Lodge #1664**. Vendors must be open during all event hours **Butler Italian Days and The Sons and Daughters of Italy Lodge #1664**. reserves the right to have offenders of any of these Specifications and Requirements and Applications and Contract removed from the event without refund. The Specifications and Requirements and the Application and Contract, as well as the Acceptance of the same, shall be deemed to have been made in the Commonwealth of Pennsylvania and shall be interpreted in accordance with the laws of such Commonwealth without regard to conflicts of law provisions of any jurisdiction. In the event that legal action is required to enforce this contract or any of the terms thereof, such action shall be brought in the Courts of Butler County, Pennsylvania and the Vendor expressly and irrevocably consents to the jurisdiction and venue of such courts. The parties agree to accept service of process by ordinary mail sent to their business addresses as set forth herein. This Acceptance, Specifications and Requirements, and Application and Contract represent the entire agreement between **Butler Italian Days and The Sons and Daughters of Italy Lodge #1664** and Vendor with regard to the subject matter hereof and supersede all prior or contemporaneous agreements or understandings, whether written or oral with regard to such subject matter. Vendor agrees to pay for attorney fees for **Butler Italian Days and The Sons and Daughters of Italy Lodge #1664** and Vendor for any action brought by Vendor. Acknowledging all of the foregoing terms and provisions and the terms and provisions set forth in the Specifications and Requirements and the Application and Contract (all of which are hereby incorporated by reference and made a part hereof), by affixing its signature below Vendor hereby agrees to be legally bound by all such terms and provisions. **Butler Italian Days and The Sons and Daughters of Italy Lodge #1664** reserves the right to change or alter the Specifications and Requirements and the Application and Contract or the terms of this Acceptance at any time, upon notice to Vendor.

Vendor Signature

Date

Butler Italian Days Signature

Date