



Collecting Engaging Sharing Stories
Cumberland County
HISTORICAL SOCIETY



McLain Festival Vendor Contractual Agreement

This agreement is made this date _____, by and between The Cumberland County Historical Society (herein referred to as "CCHS") and

Business Name: _____

Tax ID #: _____

Street: _____

City & State: _____

Phone: _____

E-Mail: _____

of People: _____ (*Note there is a limit of four people you may bring. Any others must purchase a ticket)

Space required: _____ Do you want the same spot as last year? ___yes ___no

Description of Services: _____

(herein after referred to as "User").

Will you be attending both days of the Festival, and if not which day will be attending?

_____ Both _____ Saturday _____ Sunday

1. PREMISES & RATES: CCHS hereby agrees to make available to User, for the exclusive use of User, the Two Mile House property (the "Facility") located at 1189 Walnut Bottom Road, Carlisle, PA 17013 for the McLain Celtic Festival (the "Festival") scheduled for Saturday, September 11, 2018 at the time indicated 9am – 5pm and Sunday, September 2, 2018 from 9am to 3pm for a fee of \$50.

_____ Food Vendor

_____ Goods Vendor

Additional Services

_____ Electrical Use (\$10.00) \$ _____ (If you need cords indicate number) _____

_____ Chairs (\$2.50) \$ _____

_____ Tables (\$5.00) \$ _____

_____ CCHS Staff Assistance (\$ 25.00 per hour) \$ _____

TOTAL: _____

2. PAYMENTS: Payment in full is required. **Payment online is preferred** , but checks will be accepted and should be made out to CCHS and returned with this contract, **if a food vendor, "User" must provide proof of liability insurance as outlined in section 5D,** (60) days prior to scheduled date of event to reserve your space for the "Festival".



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3. CANCELLATION:

A. After approval is given, the CCHS may terminate this Agreement by written notification (in its entirety or as to any time or date) at its sole discretion up to one month (30 days) prior to the first date in Section 1. After one month (30 days), the CCHS may terminate this Agreement only for good cause. Upon such termination, and absent any default by User, all deposits shall be refunded to "User".

B. User may terminate this Agreement at any time prior to thirty (30) days in advance of the first date in Section 1 in which case "User" shall be entitled to a refund of all fees.

4. DEFAULT: If User shall at any time be in default under the terms of this Agreement, CCHS shall have the right to terminate this Agreement forthwith, whereupon User shall vacate the Facilities immediately, and User shall have no right to receive any refund of any fees hereunder.

5. USE RESTRICTIONS (Festival Rules): The following restrictions shall apply to the User's use of the Facilities:

A. Use of the facility may begin no earlier than 6pm the day before the date stated in section 1. All use of the Facilities shall terminate no later than the time and date herein stated, and said Facilities shall be vacated by all persons using the same hereunder at or before 8:00pm on the date stated in Section 1. User will reimburse the CCHS for any overtime compensation it is required to pay its staff during such additional time. User vehicles will be permitted at the "Facility" only before the opening of the "Festival" to the public (8am) and after closing to the public (5pm).

B. User shall have the use of the Facilities only for the purposes herein.

C. User shall be responsible for any and all damage to the Facility and to the CCHS personal property therein, or to the property of any third person which is on loan to the CCHS, caused by the acts of User or User's agents, servants, employees, patrons, licensees, invites or guests, whether accidental or otherwise; and User further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced which includes but is not limited to the removal of all trash generated by "User" removal of all equipment, beverages, food, utensils, etc. Failure to comply with cleanup will result in a cleaning charge of \$25.00 per hour.

D. User shall indemnify and hold the CCHS, its staff, volunteers and the Festival Committee harmless from and against any and all claims, damages, expenses, losses, suits or causes of action (including reasonable attorneys' fees) resulting from or arising in connection with User's use of the Facilities, provided the CCHS promptly notifies User of such claims, damages, expenses, losses or suits and cooperates fully with the defense thereof. Any use of the Facilities involving a danger or risk determined by the CCHS in its sole discretion, shall be covered by liability and property damage insurance provided by User, at User's sole cost and expense and endorsed for the benefit of the CCHS, with insurance companies acceptable to the CCHS. The bodily injury liability coverage shall be not less than \$1,000,000 each occurrence. The property damage liability shall be not less than \$1,000,000 for each occurrence. User will provide the CCHS with evidence acceptable to the CCHS that such insurance has been obtained and will cover User's event at least thirty (30) days prior to the first date set forth in Section 1, hereof.

E. User agrees to comply with any and all laws, statutes, ordinances, rules, orders regulations and requirements of the federal, state, and local governments, and all of the their departments or bureaus, applicable to User's use of the Facilities, including without limitation, obtaining any necessary licenses and the payment of all sales, use and entertainment taxes or fees.

F. User is responsible for the safety and good order of all equipment and other property owned by the CCHS and/or being displayed at the CCHS premises, and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced by User's agents or the attendants at User's function whether or not invited.



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- G. Children under 15 years of age are not permitted in or on the CCHS property unless supervised by an adult.
- H. The CCHS reserves the right through its officers and its employees or agents to eject any person or persons from any portion of its Facilities, and upon the exercise of this authority, through its employees, officers, or agents, the User hereby waives any right or claim for damages against the CCHS or any of its employees, officers, or agents.
- I. The CCHS assumes no responsibility for equipment supplied by User or another party. The CCHS reserves the right to approve (1) all equipment used hereunder and (2) the supplier of said equipment.
- J. The CCHS reserves the right to review all copy and approve all forms of advertising or publicity in which the CCHS name is used. The parties agree that no partnership between them respecting the "Festival" or the use of the Facility shall be implied in any way, and User agrees to indemnify and hold the CCHS harmless from and against any claims to the contrary.
- K. User agrees that it shall not erect, post, place or affix any signs, advertisements, show bills, lithographs, posters or cards of any description on any structure within the "Facility". If this covenant is in any way violated by User the CCHS retains the right to exercise its remedies under this lease and cause the tenancy to be terminated from time of said breach.
- L. All of user's property will be removed from the Facility by User at the termination of User's use of the Facilities. If User's property is not removed as provided herein, the CCHS will have the right to cause such property to be removed at the expense of the User.
- M. User shall comply with all rules and restrictions that may be prescribed by the CCHS for the purpose of maintaining the safety, care, good order and cleanliness of the CCHS premises, equipment and property displayed thereon.
- N. Those matters not herein expressly provided for shall be decided by the CCHS and/or its representatives or agents and such decisions shall be binding upon the User.
- O. "User" is not permitted to sell, distribute, or possess alcohol within the "Facility". Violation will result in termination of "Users" right to occupy "Facility" and immediate ejection from Facility without refund of fees.
- P. The "User" is not permitted to have Animals at the "Facility"; with the exception of animals participating in programing or service animals (ie. Seeing eye dogs).

6. ASSIGNMENT: User shall not assign this Agreement.

7. NOTICES: All notices to the CCHS shall be deemed to have been adequately and timely given when received in writing by the CCHS Business Manager.

8. MISCELLANEOUS: This Agreement constitutes the entire Agreement between the parties hereto and shall not be modified except by written instrument signed by both parties. This Agreement shall be construed, interpreted and enforced according to the laws of the State of Pennsylvania. The officer or representative of the User executing this Agreement certifies that he or she has been duly authorized to enter into this Agreement on behalf of User and that neither the execution of and delivery of this Agreement, nor the performance or the terms and conditions hereof, will result in a breach of any agreement to which User is a party, or of any federal, state or local law, rule or regulation.



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9. Camping: Camping is available to vendors staying for the whole of the festival. For those choosing this option, you will abide by the following terms: No open fires; No children under the age 15 camping without adult supervision; Please respect the tenant in Two Mile and keep noise to a minimum past 10:00pm; No entry to Two Mile House; All tents/camping items must be put away by 9:00am Sunday morning; no shower facilities are available; camper vans are only allowed with prior approval from CCHS; Be aware security will be on-site all night and if any of these items are violated you will be asked to leave the premise.



IN

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WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

CCHS Festival Chair: LVarner

User: _____

Signed: LVarner

Signed: _____

Date: _____

Date: _____