



2023 Rivers of Steel *Festival of Combustion*

VENDOR APPLICATION

Complete this application and return to msoderman@riversofsteel.com or by mail to:

623 East 8th Avenue. Homestead PA 15120 C/O Chris McGinnis

NAME

BUSINESS NAME

MAILING ADDRESS

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE (Primary) _____ (Secondary) _____

EMAIL ADDRESS

BEST CONTACT IS BY: PHONE EMAIL
WEBSITE

DESCRIPTION OF VENDOR ACTIVITY / ARTIST MEDIUM

**RIVERS
OF STEEL**

623 East Eighth Avenue
Homestead, Pennsylvania 15120
412.464.4020 riversofsteel.com

Vendor Participation Agreement

Date: Saturday, October 7, 2023

Location: Carrie Blast Furnaces National Historic Landmark

Address: 801 Carrie Furnace Blvd. Pittsburgh, PA 15218

Event time: 1:00 – 9:00 p.m.

Marketplace: 1:00 – 7:30 p.m.

Contact day of: Monica E. Soderman, 305.244.4671 (cell)

Thank you for your interest in Rivers of Steel! Please read the following carefully. This agreement must be accepted in order to be an approved vendor for this event.

The following terms will be used as defined below in this document:

Vendor – The approved applicant for this specific event; the signee of this Vendor Participation Agreement (the “Agreement”).

Festival Operator / Operator – Rivers of Steel Heritage Corporation. Rivers of Steel (ROS)

Festival – Festival of Combustion.

FESTIVAL POLICIES

1. Non-refundable Vending Fee

Marketplace/Retail vendors—\$40.00 for a 15x15 ft. space for merchandise vendors and processed food vendors that will not be serving ready to eat meals. (Tents, tables and sandbags must be provided by the vendor. Vendors are responsible for at least 40 pounds of weight on each leg of their 10’x10’ tent to mitigate wind).

2. Payment of Vending Fees

All vending fees are non-refundable and will be paid in full prior to October 1, 2023 following acceptance as a vendor. Vendors will not be permitted to set up without receipt of full payment.

Vendor fees are not refundable; however, fees will be refunded only if the Festival is canceled in advance for any reason, including predicted severe weather, and if the Operator is unable to offer a make-good date.



3. Certificate of Insurance - MUST BE RECEIVED AT LEAST ONE WEEK PRIOR TO FESTIVAL DATE.

Vendors are fully and solely responsible for all damages or loss of their items, merchandise, and equipment regardless of circumstance. Vendors shall retain appropriate insurance to cover any damage or loss, including caused by transportation, theft, wind, rain, snow, fire, or from any other causes. ROS does not provide any insurance to cover the products sold by a vendor or the activities of a vendor, his or her employees, or agents at the Festival. As listed on the application, Vendors are required to provide the Operator with a Certificate of Insurance providing \$1,000,000 in minimum general liability and listing Rivers of Steel Heritage Corporation as Additional Insured.

4. Acceptance

Prior participation in ROS Festivals does not guarantee acceptance. Space is limited; vendor selections will be made at the sole discretion of the ROS. Local sales consultants of national brands will not be accepted into the Festival.

5. Alcohol

Alcohol vendors are subject to any and all policies set forth by the Festival Operator. Festival Operator reserves the right to limit sample size & number of samples per guest, and will enforce mandatory age restrictive signage for vendor booths. Vendors must hold a valid liquor license + farmer's market permit and complete a separate alcohol agreement prior to setup on the Festival date.

6. Absences and Application Withdrawal

Vendors must commit to the specific date/s on the application and are expected to be present for those dates. No refunds will be issued and no make-good slots provided for vendor cancellations. Medical emergencies will be considered on a case-by-case basis and the Operator may require documentation of the emergency. Inclement weather is not an acceptable excuse for absence.

7. Inclement Weather

The Festival is rain or shine. Though not guaranteed, in the event that there is rain throughout the duration of the Festival, the Operator may offer a make-good date. In the event of violent or inclement weather, ROS may consider closing the entire Festival temporarily, or give vendors the option to close. Pending a ROS decision to that effect, Vendors are required to stay open.

ONSITE RULES AND REGULATIONS

1. Festival Hours and Vendor Staff Requirements

Festival Hours: 1:00 – 9:00 p.m.

Marketplace Hours: 1:00 – 7:30 p.m.

Vendors are required to be open during official marketplace hours listed. Staff must present themselves in a friendly, professional, and hospitable manner at all times.

2. Set Up & Tear Down



You will be informed regarding specific set up instructions from the Festival Operator as the event nears. All vendors must be unloaded and cars removed from the festival grounds by 11:45 a.m. Vendors should be fully set up by 12:45pm. Tear down may not begin until 8:00 p.m. and must conclude by 9:45 p.m. No vehicles are permitted in the Festival grounds until 9:00 p.m. Tear down and removal prior to 8:00 p.m. is not permitted unless otherwise authorized by the Operator.

Vehicles accessing the grounds for set up or tear down must be accompanied and/or guided by Operator staff.

3. Location

The Festival will be located entirely outdoors in the central and western courtyards of the Carrie Furnaces. Please note that Artisan Marketplace vendors will be located outside in the western courtyard so **tents will be required (bring sandbags as the winds can be strong on site)**. The Festival Operator will determine the location of each vendor and locations are subject to change at any time entirely at the Festival Operator's discretion. Wandering the Carrie Furnace site beyond the areas designated for the Festival is prohibited unless accompanying a ROS tour.

4. Vending Footprint

ROS will provide a 15x15 ft. space for all vendors. Vendors are permitted three (3) ft. of space directly behind their tent to allow for additional storage. Space behind tents must be kept neat and may not impact pedestrians. Vendors may use any free space beside their tent for sales or display; extra space is not guaranteed and use may be denied at any time by the Festival Operator at their sole discretion.

5. Equipment

It is the responsibility of the vendor to supply a tent with weights, tables, chairs, extension cords, booth lighting, and any other necessity for operation. Booth lighting may or may not be necessary given the hours of the Market and vendor preference. Access to electricity will be available.

Individual tents are not to exceed 10'x10' in size. Tents must have anchors on all legs. **Wind is DEFINITELY an issue outside** at Carrie Furnaces so please plan accordingly.

Anyone vending from a vehicle (i.e. fashion truck) must have the engine turned off for the duration of the Market.

6. Parking

Vendors are allowed to pull their vehicles beside their booth to unload and pack up. Vehicles should be parked in the general parking lot at no cost outside the Festival grounds during the event hours.

Pets are not permitted at the Carrie Furnaces National Historic Landmark.

7. Trash

Vendors are responsible for complete disposal of their trash upon completion of the Market. Failure to comply may result in Vendor being charged an additional fee.



8. Smoking

Smoking is not permitted at the Carrie Furnaces.

9. Electricity

Vendors will have access to electricity to light their tent. Additional power may be requested but is not guaranteed and is subject to the approval of the Operator. Vendors are required to bring their own extension cords and adhere to safety and ADA requirements. All cords must be in safe condition, lay flat, and be taped securely to the ground. It is the responsibility of the Vendor to provide the tape necessary to adhere any and all cords securely to the ground. The Vendor assumes sole liability for any incidents (trips, falls, etc.) arising from their cords.

10. Music

The Festival Operator may arrange for live performances and musical entertainment. Vendors may not play additional music. In the event that any performance, musical or otherwise, is proving disruptive, Vendors are to alert the Operator immediately. Remedial action may be taken only by and at the sole discretion of the Festival Operator.

11. Products and Revocation

The Festival Operator reserves the right to approve all products and merchandise vending or displayed at the Festival. The Operator further reserves the right to require removal from the Festival of any items deemed, at the Operator's sole discretion, unattractive, inappropriate, or inferior. The Market Operator reserves the right to disallow products, items or merchandise; and/or revoke vendor privileges due to the receipt of public complaints or business practices or staff/vendor conduct deemed detrimental to the Festival.

Exclusives are not guaranteed to any Vendor.

12. Government Licenses and Taxes

Vendors are responsible for obtaining any necessary licenses and registration required to conduct business in the Commonwealth of Pennsylvania and the City of Pittsburgh. Vendors are responsible for any taxes due to the Commonwealth of Pennsylvania and the City of Pittsburgh. Vendors may be inspected at any time by government agencies. Food Vendors must have current food licenses and comply with the Allegheny County Health Department (ACHD) Guidelines for Temporary Food Facilities.

LEGAL AND LIABILITY

1. In consideration for participating in a **Carrie Furnaces Site Tour, Workshop, Festival or Public Event** and other valuable consideration, the Vendor hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Rivers of Steel Heritage Corporation (RSHC), their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me,



WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

5. I UNDERSTAND THAT RSHC WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.

6. I also understand that I should and am urged by RSHC to obtain adequate health and accident insurance to cover any personal injury to myself, which may be sustained during the activity or the transportation to and from said activity.

7. I understand that photography is invited; however, I may not use any of the photos/videos taken on-site for commercial purposes unless I request and receive express written permission from RSHC. By entering this site, I consent to my likeness being used, without compensation, in photos and video in any and all media, whether now known or hereafter devised, and I release Rivers of Steel Heritage Corporation, its officers, servants, agents, employees, and any licensees from any liability whatsoever of any nature. Rivers of Steel reserves the right to use any photos taken on site for promotional purposes.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.



IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 20_____.

Vendor signature

Street Address

Vendor Print Name

City, State & Zip

Email Address

Phone Number

