

# **2023 Product Vendor Application**

On September 2-4, the City of Harrisburg will host the 107th annual Kipona Festival at Riverfront Park and City Island. This free three-day festival features a Native American Pow-Wow, live music stages with more than 30 bands, Artist Market with handmade arts and crafts, Biergarten, children's activities, food trucks, canoe races and much more! Fireworks will be held on Sunday, September 3 at approximately 8:15pm.

# **APPLICATION DEADLINE: FRIDAY, JUNE 2**

Submit your completed application to the event coordinators at special events@harrisburgpa.gov by Friday, June 2. We will begin sending acceptance notices on Friday, June 20 so we recommend applying early for best consideration on acceptance.

### **ACCEPTANCE**

You will be notified by email starting on Friday, June 20 if your application has been accepted. Once accepted, please complete the steps below by Friday, July 21.

\_Email your certificate of insurance listing the City of Harrisburg as additionally insured to specialevents@harrisburgpa.gov.

\_If you have participated in City events in the past & have an account set up with the City, please renew your \$50 annual vendor (general) license by paying online at https://paylocalgov.com/Payment/SelectEntity/913 (you will needyour license number), calling 888-877-0450 or sending a check made payable to City of Harrisburg to the address below. If you have not participated in City events in the past and/or do not have an account set up with the City, please email buslicense@harrisburgpa.gov (with Kipona as the subject line) to obtain the necessary application.

Tax & Licensing Office 10 N 2nd St, Suite 305A Harrisburg, PA 17101

Mail your payment to the address below. Checks should be made payable to The City of Harrisburg.

Special Events Office 10 N 2nd St, Suite 304 Harrisburg, PA 17101

# **EVENT SCHEDULE**

Set-Up	Friday, September 1 Saturday,September 2	10 AM - 6 PM 8 AM - 10 AM
Sell Time	Saturday, September 2 Sunday, September 3 Monday, September 4	11 AM - 8PM 11 AM - 8PM 11 AM - 6PM



#### **VENDOR APPLICATION RULES AND POLICIES**

- 1. Submitting an application does NOT guarantee you a space. The City will be accepting a limited number of vendors for this event. Having been accepted in past festivals does NOT guarantee you a space, seniority or any special acceptance privileges. Applications will be reviewed by the City 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. If you are a new vendor, you may be asked to provide two references from a minimum of two other events. All non-compliant applications will be returned as incomplete.
- 2. Vendors may submit applications for more than one vending space, providing that the two locations requested offer 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.
- **3.** Vending permits are not transferable by sale or trade. If a vendor sells or transfers title to their business after being accepted in a City event, the letter of acceptance and any event permits issued by the City will be null and void.
- 4. 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 must post prices for all items as listed in their application. Any vendor who does not post their pricing or who changes prices from those submitted will be removed from the event area with no reimbursement of vendor fees, and will not be invited to submit proposals for future events.
- 5. Vendors who have exhausted supplies or are eager to travel, may not leave prior to the official end time of the event, unless dismissed by the event coordinator(s). Vendors who do not adhere to event published vending times will not be invited to submit proposals for future events.
- **6. Acceptance:** Once accepted, your vendor fees must be submitted to the City by Friday, July 21. If payment is not received by this deadline you risk losing your space to another vendor. All cancellations must be submitted in writing 15 days before the scheduled start of the event. Regardless of cancellation date, the vendor is still responsible for paying their vendor fee for the contracted amount. After receipt of fee, no refund of vendor payment(s) will be made to any vendor under any circumstances.
- 7. Licensing: Accepted vendors must have a valid City of Harrisburg License. If you have participated in City events in the past & have an account set up with the City, please renew your \$50 annual vendor (general) license by paying online at https://paylocalgov.com/Payment/SelectEntity/913 (you will need your license number), calling 888-877-0450 or sending a check made payable to City of Harrisburg. If you have not participated in City events in the past and/or do not have an account set up with the City, please email buslicense@harrisburgpa. gov (with Kipona as the subject line) to obtain the necessary application.
- **8. Marketing:** Vendors are required to add our Facebook event to their business page. We will provide directions.
- **9. Parking:** For safety reasons, NO PARKING will be permitted on festival grounds. Support vehicles and trailers must be un-hitched and parked off-site. Free vendor parking is available on City Island. Metered street parking is FREE on Sunday and Monday and on Saturday you can use the code LUVHBG on the Parkmobile app to get 4 hours of free street parking. There is also a discounted rate of \$10 from 10am-10pm at the Market Square Garage. Please contact the event coordinator(s) at least three weeks in advance of the festival if you require handicapped parking.
- 10. Set-Up: All vendors must be available to set up during the listed set-up times when the City of Harrisburg event staff is on-site. No tables, chairs, weights, or other supplies will be provided for vendor spaces. The practice of using stakes to secure tents in any City of Harrisburg park, playground or right-of-way will no longer be allowed. The use of ballast blocks, water barrels or other weights is permitted as long as it done safely per the tent manufacturer recommendations. Tents with stakes shorter than 6 inches in length will be permitted. You may not increase the size of your vending space or bring supply vehicles or tent weights that require more space.
- 11. 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 BY THE CITY FOR ANY REASON.



#### 12. Traffic

- Once Front Street is closed to traffic, event traffic shall be limited to accessing Front Street from State St and exiting at Walnut St.
- The Left lane / Fast Lane of Front Street shall remain clear of parked vehicles at all times. This lane is designated as a Fire Lane during events.
- The speed limit on Front St and in the park during event closures shall be 15MPH
- From the designated start time until the designated end time of the event, vehicle traffic on Front St and in the park shall be limited to emergency vehicles only. No vendors will be allowed to move vehicles in the event area during operating hours.

### 13. Water Hook Up

The City WILL NOT be able to provide you with access to water. Vendor must provide all necessary water, connections, filters and hoses for vendor water use. Please plan accordingly. Access to water can be made through Capital Region Water by calling 717-236-4098 well in advance of the event. Their staff will likely not be available during the event.

## 14. Electricity

- The City of Harrisburg reserves the right to disconnect power to any vendor or event that is not in compliance with these rules, City / State / Federal codes, or that poses a safety hazard. The City will not be responsible for any damage to electric equipment or loss of food or revenue as a result of power being disconnected.
- The City's temporary electric power system is designed for use during dry conditions. In the event of rain the City may at its discretion disconnect all power.
- In the event of rain or lightning the city may be unable to disconnect temporary direct feed connections when requested. As soon as conditions improve to a safe level, staff will begin any requested work.
- The City can provide 2 types of electric connection
  - a. 120 Volt 30 Amp 4 connection standard outlet box



- b. Direct connection of vendor supplied cable to panel, 120 Volt or 240 Volt connections.
- The City is only responsible to provide electric power at our panel locations. Requested standard outlet boxes will be at the base of the panel. It is the vendors responsibility to provide all cords needed to reach the panel locations. Panel locations may be up to 175' away from vendor locations.
- All electric cords used during an event must be heavy duty outdoor rated 10/3 grounded cable.
- Any electric cord or hose that are run over a hard surface (sidewalks, pathways or roadways) must be run in a cord ramp. Taping cords down is no longer an approved method. Ramps can be rented from the City, if needed, at a rate of \$10 per day per ramp section. Ramps must be used across the entire surface.



- All electric connections will be disconnected at the scheduled end time of the event. Connections can't be left on without prior arrangements.



#### LIABILITIES AND INSURANCE COVERAGE

All approved vendors will need to provide the following coverage if accepted. Proof of Insurance needs to be provided at least 2 weeks prior to vendor arriving on-site.

### **Additional Named Insured**

The vendor shall furnish the City of Harrisburg one (1) copy of a Certificate of Insurance issued by an insurance carrier having a minimum of an "A" rating and a financial class size VII as defined by the AM Best Rating Guide for coverages required, with the City named as an additional insured for all coverages, other than Workman's Compensation and Employers Liability. This Certificate of Insurance shall reflect the actual amount of insurance in force. It should not reflect the minimum insurance requirements required by this bid specification. The contractor shall also provide the City of Harrisburg with an endorsement specifying the City, its employees, officers and officials as additional insured using ISO form B, 20-10 edition 11/85.

#### **Accident Notification**

In the event of an accident of any kind which involve the general public and or private or public property, the vendor shall immediately notify the Director of Community & Economic Development and shall provide a full accounting of all details of the accident. The vendor shall furnish the City with copies of all reports of such accidents at the same time that the reports are forwarded to other interested parties.

# **Indemnity Agreement**

The vendor shall indemnify and save harmless the City of Harrisburg and their officers, agents and employees from any and all liability, losses or damages, including attorney's fees and cost of defense, the City may suffer as a result of claims, demands, suits and actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of the Vendor under this contract including operations of any Sub-vendors, and the Vendor shall at his or her own expense appear defend and pay all charges of attorney's and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgments shall be rendered against the City in any such act, the Vendor shall, at his or her own expense satisfy and discharge same. The Vendor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by the vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City herein provided. In event of any conflict between the language of the insurance policy(s) and the above recited indemnity agreement, the indemnity agreement shall govern.

#### Insurance

Policy Cancellation/Change Notice - The Vendor shall furnish a certified copy of the insurance policy(s) to the City upon request. The policy(s) shall provide, in the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until sixty (60) days after the City has received notice from the insurance company(s). Such notice shall be mailed to the Director of DPRE and Risk Manager, City of Harrisburg, 10 N. Second Street, Harrisburg, PA 17101. Only an insurance company having at least an "A" Policyholders rating with a financial class size VII as listed in the most recently published Alfred M. Best and Company Insurance Guide, will be considered acceptable.





# **Product Vendor Application**

Name of Business:		
Primary Contact Person:		
City:	State: Zip:	
Cell Phone:	Email:	
Cell Phone for Official to be in At *They will receive text message upd	ttendance: lates related to set-up, weather, etc. Leave blank if you prefer they do not receive the upda	tes.
Facebook URL		
Do you reside in the City of Harri If yes, please provide your reside	risburg? (Working or owning property in the City of Harrisburg does not apply) ential street address	Yes No
Items and Prices No political products of any kind	can be sold or on display at the festival.	
Are you selling products?Ye	esNo	
lltems to be sold or on display –	please be specific so we do not place you near a competitor:	
General Pricing:		
Vendor Space		
□ 10x10 - \$200	15x15 - \$300	

**Electricity Needs**Please read the entire electricity policy on page three before completing the section below.

<u>Volts</u> 110v	Amps	Quantity	Equipment (description)
1100	- 20 _		
	- 30 _		
	- 40 _		
	- 50 _	<del></del>	
220v			
	- 60 _		
	- 70		<del></del>
	- 80		
<b>□</b> D0	NOT NEE	ED ELECTRICITY	
□l WI	LL PROVI	IDE MY OWN QUIET	T GENERATOR
Type of	generato	r:	
READ	BEFORI	E SIGNING:	
of the ve the requancy any time	endor an iirement e. Please	d their staff will be s of this permit or sign and return to	d regulations of Harrisburg City Festivals listed within this application. The appearance and conduct in keeping with the image and purposes of the City of Harrisburg. If a vendor is in violation of any of the festival rules and regulations, the festival producer reserves the right to terminate this permit at the event coordinators at specialevents@harrisburgpa.gov. By signing below, I agree to all vendor including parking, payment and electric rules.
ALL FOR	MS MUS	T BE SUBMITTED E	ELECTRONICALLY!
Submitt	ed by:		Date: