

DrachenFest-2024 Vendor Info, and Terms & Conditions

Overview

This document contains vendor info to be added to the drachenfest.us website under a 'vendors apply here' button from the main page, to a 'vendor info' page, as well as the Terms & Conditions to be hosted as a PDF, and to be signed by vendors.

Vendor information

Date, Time, & Logistics Overview

DrachenFest-US game event takes place Wed. June 19 2024 to Sun. June 23 2024
Player 'early arrival' starts Mon June 17th, and vendors may arrive and set up Mon June 17th. Please note in our experience foot traffic increases throughout the week with Thursday, Friday and Saturday seeing the majority of sales from our participants.

- **Location:** Coopers Lake, Pennsylvania - 205 Currie Road, Slippery Rock, PA 16057
- **Arrival & Departure:** Earliest arrival: 12 PM (noon) Monday June 17th. The site must be vacated by Sunday June 23rd, 9pm.
- **Vendor selling dates:** Mon June 17th - Sat June 22nd.
Participant early arrival starts Mon June 17th. Please note in our experience, unlike other events, foot traffic increases throughout the week with Thursday, Friday and Saturday seeing the majority of sales from our participants.
- **Setup:** Vendor stand setup to be completed by 4pm Wednesday June 19, 2024.
- **Your vendor liaison** is the vendor coordinator - vendor@drachenfest.us
- **Application Deadline** April 30th, 2024

What do I need to apply?

- **Fill out the vendor application form** at www.drachenfest.us
- **Vendor insurance coverage rider** (3rd Party Certificate of Insurance) must be provided by the vendor for the duration of the event of at least \$1,000,000US (e.g. via global coverage or event based insurance rider). Additional endorsement information:
COOPER LAKE FARMS INC 205 CURRIE RD SLIPPERY ROCK PA 16057
- **A Pennsylvania Tax ID number**, or similar international agreement allowing your registered business to operate in the state of Pennsylvania.
- **A class A-C fire extinguisher** must be provided by- and kept onsite by the vendor.

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Vendor ticket fees		
Item	What's included	Vendor fees 2024
Vendor event ticket	Site entry & parking	\$100
Vendor assistant ticket	Site entry & parking	+\$50
Allotment fees		
Small	25'x25' or other dimensions totalling 625 sq ft	\$100
Medium	25'x50' or dimensions totalling 1250 sqft (e.g. 35'x35')	\$180
Large	25x75, or other dimensions totalling 1875 sqft (e.g. 43'x43')	\$250
Extra large custom	Per square ft 250 + \$0.16	250 + \$0.16
Security deposit	Mandatory, returned after checkout.	\$100
<i>At least 3ft' for ropes must be calculated. (Ropes can be crossed with neighbors, if possible).</i>		
No application fee. No power & water fee. Security deposit returned after event, or kept if vendor leaves without Sunday checkout, or cancellation within 1 month of event start date.		
Example total cost		
Example: 1 Ticket, Small allotment Vendor ticket x1 Small allotment (25'x25') Security Deposit Total fees		\$100 \$100 \$100 \$300 (\$200 w/ returned deposit)
Example: 1 Ticket, Medium allotment Vendor ticket x1 Medium allotment (25'x50') or 35'x35" Security deposit Total fees		\$100 \$180 \$100 \$380 (\$280 w/ returned deposit)
Example: 3 Tickets, Large allotment Vendor ticket x1 Assistant ticket x2 Large allotment (25'x75') Security deposit Total fees		\$100 \$100 \$250 \$100 \$550 (450 w/ returned deposit)

The Event

DrachenFest-US is a Live-Action-Roleplay (LARP) event. All event participants must wear period garb. Our participants (called 'players') roleplay and act as a fantasy character, while immersing themselves in a make-believe world (called 'in-game') at the event. This is different from Renaissance faires, where dressing in garb is optional for visitors.

The Bazaar

As a vendor, you'll be given an allotment in the bazaar. This is the 'A area' on <https://www.cooperslake.com/clchome/mapsandtours.php>

The Bazaar is a mixture of merchant vendors and role-play fantasy businesses, called 'enterprises'. Enterprises do not sell wares or services for dollars, instead bring the game world alive by playing for game currency, and are run by our participants and staff. Only registered vendors are allowed to sell products and services for US dollars. We encourage all vendors to roleplay with our participants, as we have found this to both enhance the game world and work as a successful marketing tool.

Theming Guideline

The theme of DrachenFest-US is 'medieval fantasy': stylistically, everything from ancient history to 1699 goes. *We highly discourage Victorian themes, & we explicitly do not allow steampunk, sci-fi and futuristic elements.* Theming guidelines apply to vendors and vendor products.

Vendor appearance standards

Vendors are responsible for maintaining appearance standards: Garb, stand, and all structures & tents on the allotment must fit the theming guideline. This includes any sleeping tents if they are placed on your allotment. Non-period or modern tents may only be set up outside the bazaar in our non-period tent area, free of charge. We highly recommend sleeping on your allotment for security.

Specific appearance guidelines for the bazaar:

- No modern fabrics & bright 'non-period' (e.g. neon yellow) tent colors.
- No non-period cooking areas (e.g. a weber gas grill).
- Avoid or *cover modern camping chairs.*
- All advertisement banners must also fit the appearance guidelines or look appropriately 'period.' (No plastic banners, etc.)
- Plastic containers & boxes must be covered or stored away.
- Vendors & vendor assistants' garb must fit the appearance standards.
- Only business cards are allowed to be distributed to customers.
- Handing out advertisement flyers and brochures is not permitted.

We encourage the use of small wooden signs or signposts, which can be placed throughout the bazaar directing players to your shop.

Electrical Power

Vendors will be provided with electric outlets, as per availability at Cooper's Lake event site.

If electrical power is a requirement for safe storage of your products, please indicate your dedicated power needs on the application.

Sleeping & Food

Vendors are responsible for their own sleeping accommodations. Sleeping tents can be placed on your bazaar allotment, but must adhere to theming guidelines. There is a non-period sleeping tent area outside the bazaar that can be used, free of charge for vendors.

DrachenFest-US does not provide or reimburse food & drink. If a vendor sleeping or storage trailer is to be parked on site behind a vendor tent, the extra space must be purchased as part of the allotment, and the entirety of the trailer covered from view by vendor tents fitting the event theming guideline.

Marketing

Registered vendors will be listed on the drachenfest.us website, and be integrated into our marketing systems.

Desired Range of Products

Our goal is to provide a primary platform for vendors who make their own products - especially those who want to demonstrate the historic manufacturing process on-site, as well as primary producers & artisans specializing in LARP products.

Vendors are reviewed by vendor category, and by product range in the application process.

Every product category you plan to sell must be approved by DrachenFest-US.

For inquiries, please email vendor@drachenfest.us

Vendor Categories

1. Category 1 - Showcase & Artisan Vendors

Vendors who demonstrate historic manufacturing processes on-site, selling hand-made products or services. This includes, blacksmiths, glassblowers, potters, jewelry makers etc. **This category is reserved for vendors who set up a showcase area, using historic methods or tools, or provide repair or custom tailored services to our participants.** This category is intended to incentivize those vendors who are able to bring their tools with them and provide repair or custom work for participants. (E.g. custom tailoring, tent repair, jewelry making etc).

(more than 50% of your products must be your own products)

2. Category 2 - Handmade Primary Producer Vendors

Vendors selling hand-made products or services. This includes primary producers of LARP weapons & armor, companies selling their own products or creations etc.

(more than 50% of your products must be your own products)

3. Category 3 - Speciality Vendors

Vendors selling hand-made third party products, or unique speciality products and services. Speciality products & services must be related to LARP.

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(more than 50% of your products must be hand-made, or speciality/unique products)

4. Category 4 - General Vendors

Vendors selling third party products.

(No product limitations)

Accepted product categories:

- LARP weapons
- Leather goods or leather armor
- Metal armor
- Garb or textiles
- Wood products, pottery, glass products or furs
- LARP specific accessory products (please specify)
- Food & Drink (please specify)
- Services (please specify)
- Other (please specify)

Banned product categories:

- Sale or service of alcohol
- Coins: LARP or game coins
- Knives with blades longer than 5 inches, or knives or weapons which are not legally carried or sold in the state of Pennsylvania.
- Modern or historic functional firearms
- Firearm replicas, or firearm toys which shoot projectiles (including band guns)
- Pyrotechnics

See Terms & Conditions for details on knives & firearms.

Game Currencies

DrachenFest-US reserves the right to be the sole vendor for game currencies.

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Application & Registration Process

Applications must be submitted by **April 30th 2024** at the latest. We recommend applying early, as we will handle registrations on a first-come-first-serve basis within vendor categories. Applications will be processed bi-weekly.

Application Photo (For new vendors)

We require vendors to submit at least one application photo of their main vendor stand or vendor area either from any previous event, or a test set-up if you are a new vendor. Vendors may submit up to 6 photos, or a link to photos. We would especially like to see your decoration, products, and any photos of historic manufacturing processes, gear & equipment you would bring and be able to demonstrate onsite.

Mandatory Security Deposit

We require all vendors to pay a mandatory security deposit of \$100. To have the security deposit returned, vendors must 'check-out' a fully cleaned, trash free, undamaged allotment on Sunday 6.23 at teardown. \$100 Security deposit will be returned by wire transfer via the www.drachenfest.us website, by July 3rd, 2024. If vendors do not complete our check-out, or leave the site before Sunday June 23rd 2024, or cancel within 1 month of the event, the security deposit will not be returned.

Refund Policy

Security deposits and vendor fees will not be refunded for registered vendor cancellations made **after May 17th, 2024**. Vendor cancellations before May 17th may be refunded at the discretion of DrachenFest if the vendor slot can be filled.

Vendor Fee & Documentation Deadline - May 17th (One month prior)

- **Payment of vendor fees** including the mandatory security deposit
- Email **PA tax ID & Insurance rider**
- Send **allotment blueprint**

Allotment Blueprint

Vendors must submit a blueprint sketch containing the exact dimensions of the desired allotment, and dimensions of all structures on the allotment, including sleeping tents and storage. Tent stakes & ropes must be within the allotment. Calculate 3ft' for ropes. (Crossing ropes is possible at the event, but we can not guarantee whether your neighbor's setup will accommodate this. All parties must consent to crossing ropes.)

Please review the Terms & Conditions which we will require you to sign electronically, once accepted, in order to register as a vendor.

Terms & Conditions

These terms and conditions (the 'Terms and Conditions') shall apply, and be incorporated into, and part of the agreement between Drachenfest-US and the vendor, permitting the vendor to sell goods and services at the DrachenFest-US event (the 'Event'), hosted at Coopers Lake, Pennsylvania - 205 Currie Road, Slippery Rock, PA 16057 between the dates of June 17th 2024, and June 23th 2024. **By signing the Terms and Conditions, the vendor indicates assent to these Terms and Conditions and expressly acknowledges and agrees that the vendor is bound by all terms contained in the Agreement.**

- 1. Fees & Security Deposit:** The vendor agrees to complete electronic transfer of all vendor fees and financial obligations, including the mandatory security deposit to Drachenfest-US, by May 17th 2024, to be allowed to participate at the event.
- 2. Vendor Cancellation:** Should a vendor cancel their reservation to take part in the event, the vendor shall communicate such a cancellation to DrachenFest-US in electronic form or writing (the 'Notice of Vendor Cancellation'). If such a Notice of Vendor Cancellation is sent before May 17th 2024, Drachenfest-US may issue a full refund, a partial refund or no refund of all vendor fees & the security deposit. In the case whereby a Notice of Vendor Cancellation is sent to Drachenfest-US after May 17th 2024, Drachenfest-US shall not refund any vendor fees and security deposit.
- 3. Setup & Build:** The vendor shall upon arrival at the event location, and before unloading or carrying out any stand construction, report to the vendor liaison (the 'Vendor Coordinator'). In the case that the vendor is unable to locate the Vendor Coordinator, the vendor shall ask DrachenFest staff where the Vendor Coordinator may be found. No unloading or setup shall begin before the vendor has met the Bazaar Coordinator in person. The vendor shall be informed as to the location of a designated and reserved space (the 'Allotment') fitting the total square footage, as paid for by the vendor. Drachenfest-US reserves the right to decide the location of the vendor allotment, which shall be within the main collection of vendors (the 'Bazaar'). The boundaries of the allotment shall be demarcated by Drachenfest-US. The vendor shall not alter the boundaries of the allotment. All vendor structures, including, but not limited to tents, stands, containers, and tent stakes shall not exceed the boundaries of the allotment.
- 4. Tear-down:** The vendor shall dismantle their stand and/or structures on their allotment on, and no earlier than 6am Sunday June 23th, 2024. Vendor's loading & transportation vehicles shall only be brought on site from 9am, Sunday June 23rd onwards. Loading and departure shall be completed by 9pm, Sunday June 23rd, 2024. Vendors agree to ensure that their space is left free of trash, and any temporary adjustments to the allotment are reversed including, but not limited to, holes for large tent stakes which may have disrupted the grass during removal. The vendor agrees to have their allotment inspected by the Vendor Coordinator to determine if the allotment is free of trash and damages during the check out procedure (the 'Checkout'). The vendor agrees to be

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responsible for arranging Checkout with the vendor liaison. Drachenfest-US reserves the right to determine whether or not a vendor allotment is considered free of trash and damages during Checkout. In the event that a vendor leaves the event without a Checkout, or the vendor is unable to provide an allotment which is free of trash to the Bazaar Coordinator by 9pm on Sunday June 23rd 2024, the vendor shall forgo the return of their security deposit.

5. **Allotment Dimensions & Structures:** The vendor shall provide a detailed sketch of their stand with the exact dimensions of all structures they plan to erect on the allotment, including tent staking to bazaar@drachenfest.us no later than May 17th 2024.
6. **Vehicle Loading & Access:** Vendors shall be restricted to 4 hours to unload before moving their vehicle to the designated parking spaces. Vendors shall not have vehicle access to the stalls during the event. Exceptions for vehicle loading & access for delivery purposes shall be granted to vendors only with prior written approval from Drachenfest-US. Such deliveries must be completed, with the vehicle removed from the Bazaar by 10am on each agreed upon delivery day.
7. **Vendor Allotment:** The vendor shall reasonably use the entirety of their allotment. A notice of alteration to a vendor's allotment dimensions (the 'Notice of Alteration'), must be communicated to Drachenfest-US in writing or electronically, by May 19th 2024. Drachenfest-US may issue a refund for a reduction in allotment space for a Notice of Alteration, provided prior to May 17th 2024. The vendor shall reasonably decorate their allotment, including but not limited to all structures, stands, tents in accordance with appearance standards (Point 9).
8. **Sleeping accommodations:** The vendor shall provide their own sleeping accommodation. If the sleeping accommodation is placed on the allotment, it must adhere to the appearance standards set in Point 9 below. If the vendor does not provide sleeping tents which adhere to the appearance standards, the vendor shall erect such sleeping accommodations in the non-period tent area, outside the Bazaar, at no extra charge.
9. **Appearance Standards:** The DrachenFest theme (the 'Theme') includes all historic styles up to 1699, as well as 'medieval fantasy elements'. Futuristic styles are banned, including, but not limited to science fiction and 'steampunk.' The vendor shall ensure that all visible structures, including, but not limited to their stand, sleeping tent, and any structures including advertisement banners erected on their allotment, fit the Theme. Objects which do not fit, are inadequate, or inappropriate towards the Theme include, but are not limited to visible modern fabric tents and modern tent colors, visible camping chairs, plastic bottles or plastic containers. The vendor is responsible for decorating their designated space to fit the theme, and adequately concealing objects which do not fit the Theme. DrachenFest-US reserves the right to decide whether or not the vendor is in accordance with appearance standards, may require the vendor to make appearance

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adjustments, or may require the vendor to remove offending items or structures.

10. **Garb Standards:** The vendor shall be responsible for ensuring that all items of period clothing (the 'Garb') they or their assistants wear during business operating hours, or while they are in a game-area, adhere to appearance standards.
11. **Electrical Power:** The vendor shall have access to an outlet, outside the Bazaar for the purposes of recharging their devices, as made available by the event site. The vendor shall be liable for the security of their own electronic devices. The vendor shall not connect electronic devices to their power outlet including, exceeding the maximum Wattage and Amp of the outlet. In the case that a vendor exceeds the power limitation of their outlet, or the vendor connects an electronic device to another outlet at the event site without prior permission, the vendor shall be held negligent and liable for all losses, damage, claims or courses of action, caused directly or indirectly by their negligence. Vendors who are found negligent of electrical power limitations shall be given one verbal warning, and in the case of a second infraction may be ejected from the event. Vendors shall indemnify and hold DrachenFest-US harmless from any and all liability, losses, damage, claims or courses of action, caused or asserted to have been caused directly or indirectly by a loss of electrical power. Vendors shall bring their own extension cables as needed.
12. **Operating Hours:** Many vendors choose to operate their business from the hours of 10am to 8:00pm (sundown), from Wednesday June 19th 2024, every day until and including Saturday June 22nd 2024. We ask that you be available and open for business 8 hours a day, and that you post your business hours at your merchant location. The vendor shall notify DrachenFest-US if their business closes during recommended operating hours. Vendors may choose to conduct business outside of recommended operating hours. DrachenFest-US reserves the right to ask a vendor to cease business operations for any reason, including but not limited to safety concerns, noise complaints or non-adherence to the Appearance Standards.
13. **Lighting:** The vendor shall provide their own stall lighting. In the event that a vendor conducts business past sun-down, the vendor shall provide lighting on their allotment to ensure their own, and their customers safety. Vendors shall make reasonable attempts to use 'softer' yellow lighting.
14. **Security:** The vendor is responsible for the security of their allotment, including, but not limited to all structures, products and the allotment grounds at all times during the event. Operating vendor businesses shall never be left unattended. In the case that a vendor wants to leave their allotment, all tents must be closed, and the space clearly visually demarcated as closed.
15. **Fire:** The vendor shall provide, keep available, and retrievable within 30 seconds on their allotment, a minimum 5lb, class 3-A:40B:C unexpired fire extinguisher, bearing a

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clearly legible date of expiration.

- 16. Licensing & Liability:** The vendor shall possess all legal-, and licensing requirements, including but not limited to, business operations licenses, employee identification, sales permits, tax requirements (the 'PA Tax ID) and insurance requirements in the form of a 3rd Party Certificate of Insurance (the 'Insurance Rider'), for the legal sale of their products at the DrachenFest-US event under federal and Pennsylvania state law. Vendors shall provide insurance coverage for their allotment, covering a sum of no less than \$1,000,000 USD.
- 17. Possession and Sales of Firearms, Percussion Caps, & Replica Firearms:** The vendor shall not bring concealed or open carry firearms onto the event site. The sale of firearms is not permitted. The sale of period firearm replicas (the 'Firearm Replica') is not permitted. The sale of Firearm toys is not permitted. Percussion caps may be used and sold. Vendors shall assume liability for ensuring legal and safe handling, storage and sale of Firearm Replicas under federal and Pennsylvania state law.
- 18. Possession and Sales of Knives & Blade Replicas:** The vendor shall only bring onto the event site and provide for sale, single-edge fixed blade cutlery knives up to a maximum length of 5 inches (the 'cutlery knife'). The vendor shall not sell cutlery knives to individuals below the age of 18 years. The vendor assumes liability of checking the age of a customer wishing to purchase a cutlery knife. The vendor shall not sell any other other blades including, but not limited to, knife, blade and sword facsimiles or replicas at DrachenFest-US.
- 19. Trash:** The vendor shall keep their allotment free of trash and shall dispose of their own trash at one of the large trash containers outside of the Bazaar. The vendor is responsible for finding the location of the trash containers.
- 20. Leaflets & Promotional Materials:** The vendor shall only hand out single piece business cards with a maximum dimension of 3.5 by 3.5 inches. Leaflets and Brochures shall not be distributed to customers.
- 21. Product Range:** The sale of a product, or product from a defined product category shall be pre-approved by DrachenFest-US. DrachenFest-US reserves the right to restrict the sale of products or product-categories to individual vendors, in the case that a primary producer of the product (the 'primary producer') is a registered vendor, present at the Event and wishes to be the sole vendor of their product, or in the case whereby DrachenFest-US determines an overabundance of a product category, or in the case whereby DrachenFest-US determines that the product is unsuitable for the DrachenFest event. Vendors who do not abide by the agreed upon product range, communicated in the written or electronic confirmation (the 'vendor confirmation'), may be banned from future DrachenFest events for up to three years. Vendors shall not sell LARP coins including, but not limited to replica metal or plastic coins, other game- or facsimile

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currencies (the 'LARP coins') at the Event. DrachenFest-US reserves the right to be the sole vendor for LARP coins. Vendors shall not sell or serve alcohol at the Event.

- 22. Product Liability:** The vendor warrants that the goods, products, and services provided at the DrachenFest event are free from defects in material, workmanship and design, shall conform to the specifications represented by the Vendor, shall be merchantable and fit and sufficient for the use and purpose intended, shall conform to any and all warranties arising by usage of trade, or sale and shall not infringe or misappropriate any this party's patent or intellectual property rights. The vendor shall bear all responsibilities for warranties and guarantees.
- 23. Financial Risk Acknowledgement:** The vendor shall bear all responsibility for their financial and business risks.
- 24. Non-compliance & Right to Expel:** DrachenFest-US reserves the right to expel the vendor from the event grounds without recourse or compensation, if they are found to be in breach of these Terms and Conditions.
- 25. Food & Drink:** The vendor shall bear responsibility for providing their own food and drink.
- 26. Exceptions to the Terms and Conditions:** All exceptions to these Terms and Conditions must be communicated to DrachenFest-US in written or electronic form, and agreed upon with DrachenFest-US prior to the event.
- 27. Event Cancellation:** DrachenFest-US shall be permitted to cancel the event at any time, due to unforeseen circumstances including, but not limited to natural disasters, federal or state mandates or delays in production. In the event that such a cancellation occurs, DrachenFest-US reserves the right to issue a full, or a partial, or no refund of any paid fees and security deposits. If the event is rescheduled, DrachenFest-US to another date but remains at the same venue, the vendor shall not be eligible for refunds. In the event that the event is rescheduled and the vendor is eligible to participate in the rescheduled event, and has already paid a security deposit and vendor fees, such payments may count towards or cover the cost of participating as a vendor at the rescheduled event.
- 28. General Indemnification:** The Vendor shall defend, indemnify and hold harmless DrachenFest-US, and DrachenFest-US affiliates and its respective staff members against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively termed 'losses') arising out of, or occurring in connection with the goods and services purchased from vendors, or vendor's negligence, wilful misconduct or breach of terms. Vendors shall not

enter into any settlement without Drachenfest-US's prior written consent.

- 29. DrachenFest Intellectual property and Confidential information:** All non-public, confidential, or proprietary information of DrachenFest-US, including but not limited to stories, plots, fictional characters, as well as documents, data, business operations, pricing, discounts or rebates, disclosed by DrachenFest-US to Vendor, whether disclosed orally or disclosed or accessed in written, electronic or other for or media, whether or not marked, designated or otherwise identified as 'confidential' in connection with these Terms, shall not be disclosed, published or otherwise shared without written or electronic consent from DrachenFest-US.
- 30. Summary:** These Terms shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflict of law provisions. The waiver of any provision of the Terms shall not be considered a waiver of any other provision or of our right to require strict observance of each of the terms herein. If any of these Terms is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect. DrachenFest-US reserves the right to modify or amend the Terms, without notice.