

DrachenFest-2023 Vendor Info, and Terms & Conditions

Vendor information

Date, Time, & Logistics Overview

DrachenFest-US game event takes place Wed, June 19, 2023 to Sun, June 25, 2023

- **Location:** Coopers Lake, Pennsylvania - 205 Currie Road, Slippery Rock, PA 16057
- **Arrival & Departure:** The earliest vendor arrival time is 10AM Monday June 19th, Noon. The site must be vacated by Sunday June 25th, 9PM.
- **Setup:** Vendor stand setup to be completed by 10am Wednesday June 21st.
- **Recommended opening times:** From 10am to 8:00pm (Sundown), Wed 19th through Saturday 25th.
- **Your vendor liaison** is the bazaar coordinator, reachable at bazaar@drachenfest.us
- **Vendor insurance coverage** rider 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).
- **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.

The Event

DrachenFest-US is a Live-Action-Roleplay (LARP) event. All event participants must wear period garb. Our customers (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 customers.

The Bazaar

As a vendor, you'll be given a space (called 'allotment') in the bazaar. The Bazaar is a 50/50 split of vendors, and role-play businesses, called 'enterprises.' Enterprises do not sell wares or services for dollars, instead bring the game world alive by playing for game currency. Only registered vendors are allowed to sell products and services for dollars. We encourage all vendors to roleplay with our customers.

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 ban steampunk, sci-fi and futuristic fantasy 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

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are placed within the bazaar. Non-period or modern tents may only be set up outside the bazaar in our non-period tent area.

If there are appearance concerns, the bazaar coordinator may require you to make improvements or changes to the appearance of your allotment.

Specific appearance guidelines for all structures in 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.'
- 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.

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 appearance standards (see above). 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 trailer is to be parked onsite behind the 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.

Marketing

Registered vendors will be listed on the drachenfest.us website, and be integrated into our marketing systems. Please send us a logo of your business, 140 characters advertisement and a link to your website or products for our marketing team to post on our platforms & social media.

Desired Range of Products

To preserve the magical feeling of our DrachenFest gameworld, we are strictly limiting the number and types of vendors. 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 specializing in LARP products.

Every product category you plan to sell must be approved by DrachenFest-US. Primary producer vendors of LARP weapons, (vs third party vendors), have the option to choose to be

the sole provider of that product as part of our partnership program. For inquiries, contact bazaar@drachenfest.us.

Vendor Categories

1. Category 1 - Showcase Vendors

Vendors who demonstrate historic manufacturing processes on-site, selling hand-made products or services. This includes, blacksmiths, glassblowers, potters, etc.
(more than 50% of your products must be your own products)

2. Category 2 - Handmade Primary Producer Vendors

Vendors selling their own hand-made products or services. This includes primary producers of LARP weapons & armor, tailors selling their own products or creations etc.
(more than 50% of your products must be your own products)

3. Category 3 - Specialty Vendors

Vendors selling hand-made third party products.
(more than 50% of your products must be hand-made, or specialty/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)

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Banned product categories:

- Sale or service of alcohol
- LARP or game coins
- Knives with blades longer than 5 inches
- Modern or historic functional firearms
- Period firearm replicas which shoot projectiles (including band guns)
- Pyrotechnics (except replica firearm percussion caps)

See Terms & Conditions for details on knives & firearms.

Game Currencies

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

Vendor Fees

Vendor ticket fees		
Item	What's included	Vendor fees 2023
Vendor event ticket	Site entry & parking	\$100
Vendor assistant ticket	Site entry & parking	\$50
Allotment fees		
Base allotment	20'x20' or other dimensions totaling 400 sq ft	\$100
Each Additional allotment	Additional 20'x20'.	\$60
Security deposit	Mandatory, returned after checkout.	\$100
Electrical power & additional packages		
Power		\$0
Non-period sleeping are (max 12x12)		\$0
Example total cost		
2 Tickets, 20'x40' space		
Vendor ticket x1		\$100
Assistant ticket x1		\$50
Base allotment 20x20		\$100
Extra allotment 1 - extra 20x20		\$60
Total		\$310

Application & Registration Process

Applications must be submitted by **April 30, 2023** 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.

Mandatory Application Photo (For new vendors)

We also 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 registered 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 to the bazaar coordinator. \$100 Security deposit will be returned by wire transfer via the www.DrachenFest.us website, by Jul 3rd.

Refund Policy

Security deposits and vendor fees will not be refunded for registered vendor cancellations made **after May 19, 2023**. Vendor cancellations before May 19th may be refunded at the discretion of DrachenFest.

Vendor Fee Deadline

Vendors who are confirmed, must ensure payment of fees **including the mandatory security deposit by May 19, 2023**.

Allotment Sketch

Once confirmed and registered, we require vendors to submit a blueprint sketch containing the exact dimensions of the desired allotment, and exact dimensions of all structures on the allotment, including sleeping tents and storage. Tent stakes must be within the allotment!

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 19th 2023, and June 25th 2023. **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 19th 2023, 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 19, 2023, 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 19, 2023, 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 'Bazaar Coordinator'). In the case that the vendor is unable to locate the bazaar coordinator, the vendor shall ask DrachenFest staff where the Bazaar Coordinator may be found. No unloading or construction 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. The vendor stand shall be constructed.
- 4. Tear-down:** The vendor shall dismantle their stand and/or structures on their allotment on, and no earlier than 9am Sunday June 25th, 2023. Vendor's loading & transportation vehicles shall only be brought on site from 9am, Sunday June 25th onwards. Loading and departure shall be completed by 9pm, Sunday June 25th, 2023. 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 liaison to determine if the allotment is free of trash and

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damages (the 'Checkout'). The vendor agrees to be responsible for arranging the 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 the 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 25th 2023, 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 19, 2023.
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 or electronic 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. **Stand area:** 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 19, 2023. DrachenFest-US shall only issue a refund for a reduction in allotment space for a Notice of Alteration, provided by May 19, 2023. 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, which if placed on the allotment, must adhere to the appearance standards set in Point 8 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', excluding all futuristic styles 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 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. 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. DrachenFest-US shall provide vendors, who have purchased either Low Power Package or Priority Power Package with a single electrical outlet within reasonable distance of their allotment. Vendors shall bring their own extension cables.
12. **Minimum Operating Hours:** The vendor shall operate their stall from 10am, to 8:00pm (sundown), from Wednesday Jun 19th, every day until and including Saturday June 25th. The vendor shall notify DrachenFest-US if their business closes during minimum operating hours. Vendors may choose to open for longer than minimum operating hours.
13. **Lighting:** The vendor shall provide their own stall lighting. In the event that a vendor opens their stall past sun-down, the vendor shall adequately light their stand to ensure their own, and their customers safety and security, and to add to the ambience of the Bazaar. Vendors shall use 'softer' yellow lighting where feasible. Only LED light bulbs may be connected to the sites' outlets, provided by DrachenFest-US.
14. **Security:** The vendor shall ensure the security of their allotment, including, but not limited to all structures and products. Operating vendor stands shall never be left unattended.
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 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 and insurance requirements, for the legal sale of their products at the

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DrachenFest-US event under federal and Pennsylvania state law. Vendors shall provide global 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. Vendors shall only bring and sell period firearm replicas (the 'Firearm Replica'), whereby the Firearm Replica is not capable of propelling a projectile, and the barrel and powder pan is non-functional, and the barrel is plugged, and the vendor is not in possession of any projectiles, black powder or other mechanisms by which to turn the replica a functional firearm. 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 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 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

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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.