



MARKET SQUARE NIGHT MARKET

VENDOR PARTICIPATION AGREEMENT

Saturdays June 19 - October 30, 2021

Market Hours: 5:00 p.m. - 10:00 p.m.

Produced by: Pittsburgh Downtown Partnership (PDP)
307 Fourth Ave, Floor 2, Pittsburgh, PA 15222

Jack Dougherty | Director of Special Events | jdougherty@downtownpittsburgh.com | 412.325.0161
Caitlyn Abt | Night Market Coordinator | cabt@downtownpittsburgh.com | 412.576.6221

Thank you for your interest in participating in the 2021 Market Square Night Market. Please review the following carefully. These terms must be accepted for participation in the 2021 Night Market. All terms are subject to change at the sole discretion of PDP.

PARTICIPATION

Vendor participation and approval is at the sole discretion of the PDP. At any time, approval may be withdrawn, and further participation denied without recourse.

Acceptance and Fees

Initial Application Deadline: April 23, 2021

An application fee of \$1.00 is required and must be paid by credit card upon submission of application. Credit card information will be securely stored on file and will be billed for any outstanding charges throughout the Market season.

Vendor Fees for all accepted dates will be charged to the card on file upon acceptance. Vendor Fees are not refundable.

Applications received prior to April 23, 2021 will be reviewed for a first wave of acceptance. Applicants will be accepted on a rolling basis after April 23, as capacity permits. Submission of this application does not guarantee acceptance. Prior participation in PDP Markets does not guarantee acceptance. Space is limited – Vendor selections will be made at the sole discretion of the PDP. Acceptance notification will be sent via email no less than two weeks prior to your first scheduled Market date.

To request additional Market dates after initial Application is submitted, contact Caitlyn Abt:
cabt@downtownpittsburgh.com.

Certificate of Insurance

Accepted Vendors must provide a Certificate of Insurance with a minimum of \$1,000,000 general liability coverage naming both the PDP and the City of Pittsburgh as additionally insured. Certificates must be submitted a minimum of two weeks prior to first scheduled Market attendance. Alcohol Vendors must provide Certificate of Insurance that includes Liquor Liability, as well as a valid Liquor License, and Farmer's Market Permit to PDP a minimum of two weeks prior to first scheduled Market attendance. Vendors will not be permitted to set up without receipt of Certificate of Insurance.

*For your general & product liability insurance needs, Insurance Canopy offers programs specifically designed for different types of vendors. Learn more about Artist, Crafters, and Tradesmen (ACT) Insurance AND Food Liability Insurance Program (FLIP) [here](#). The PDP does not endorse any insurance company; many of our vendors, however, find these programs to be a cost-effective option. Use code **PDP10** for \$10 off when purchasing an [Insurance Canopy](#) policy.*

RULES AND REGULATIONS

Setup, Operating Hours, Teardown

Market operating hours are 5:00 p.m. to 10:00 p.m. and sales may not be conducted until the Market is officially open. Vendor setup begins at 2:30 p.m. and must be completed by 4:55 p.m. No set up may begin earlier than 2:30 p.m. and all vehicles must be removed from Market Square by 4:45 p.m. Teardown begins at 10:00 p.m. and must be completed by 11:00 p.m. Early teardown is not permitted unless explicitly approved by PDP staff.

Attendance

Vendors are required to be present on all dates for which they are accepted. No refunds will be issued, and no make-good slots will be provided for Vendor cancellations. Failure to provide advance notification for an absence or more than two (2) absences in one season may result in permanent removal from the Market. The Market is held rain or shine; inclement weather is not an acceptable excuse for Market absence, unless determined by PDP.

Inclement Weather

In the event of predicted severe weather, the PDP may cancel the Market with advance notice to Vendors. In the event of onsite violent or inclement weather, PDP may consider closing the entire Market temporarily, or give Vendors the option to close. Pending a PDP decision to that effect, Vendors are required to stay open. In the event of a weather cancellation, PDP will offer a make-good Market date, or credit toward the following Night Market Season.

Vendor Location

PDP determines the location of each Vendor, each week. Locations are subject to change on a weekly basis entirely at PDP's discretion. Vendor's location is in no way guaranteed regardless of precedent or history. Vendor setup is required to remain within allotted 10x10' or 10x20' footprint and are permitted three (3) feet of space directly behind their tent for back of house operations. This back of house space must be kept organized and presentable and must not impact pedestrian thoroughfare.

Tents

Vendors are required to provide their own tent and all equipment necessary to their operation. Tent size is strictly limited to the size approved during application process.

Weights/Anchors

It is mandatory that Vendors provide tent weights. Tents must always be anchored on each leg with at least 160lbs (total weight). Vendors will not be permitted to set up without proper weights.

Displays and Signage

Merchandise displays and signage can extend beyond a vendor's allotted footprint within reason, as long as tripping hazards are avoided. PDP reserves the right to require alteration to display footprint onsite. Vendors are not permitted any signage that exceeds the height of their tent.

Vendor Classification

All Vendors will be classified as either Merchandise, Processed Food, or Alcohol Vendors based on the qualification details listed in the Application, at PDP discretion. The number of prepared food spaces available is limited and currently only open to Downtown establishments.

Vendors who intend to offer products in more than one category will be classified in the category with the higher Vendor Fee. Local sales consultants of national brands will not be accepted into the Market.

Products and Merchandise

The PDP reserves the right to approve all products and merchandise in advance and further reserves the right to require removal of any items deemed, at the PDP's sole discretion, inappropriate, inferior or inconsistent with the merchandise listed on the Vendor's approved application. Exclusives are not guaranteed to any Vendor. The Market Manager 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 Market.

Vehicle Access

Vehicles accessing the Square for setup or teardown must be accompanied and/or guided by Market staff.
No vehicle access is permitted during public event hours.

Vehicle Vendors

Merchandise Vendors operating from a truck/trailer will be measured by 10-ft increments. Vehicle must remain parked in vending location with engine turned off during public event hours. There is limited capacity for Vehicle Vendors at the Market, applicants will be considered on a case-by-case basis. Food Trucks are not permitted in Market Square.

Electricity

Access to one standard outlet is provided for the purpose of tent lighting. **Vendors are required to provide lights for their tent given the hours of the event.** Additional electricity must be requested in advance during the application process and is not guaranteed. Vendors are required to bring their own extension cords and adhere to safety and ADA requirements. Cords must be taped securely to the ground. Any pedestrian injuries arising from Vendor extension cords are the sole responsibility of the Vendor/insurer.

Music

The PDP 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 address concerns with onsite PDP staff, and may not approach entertainment personnel directly.

Alcohol Vendor Agreement

Alcohol Vendors are subject to any and all policies set forth by the Pittsburgh Downtown Partnership and the Pennsylvania Liquor Control Board. The PDP reserves the right to limit sample size number of samples per guest and will enforce mandatory restrictive signage for Vendor booths. Vendors must submit a valid Liquor License, Farmer's Market Permit and agree to Alcohol Vendor Restrictions and Requirements.

Trash

Vendors are responsible for disposing of their own trash. Trash is not to be left next to Market Square garbage cans or in Vendor booth space. Additional fees will be charged if trash is not removed. Cooking oil is not to be disposed of onsite. **Prepared Food Vendors** are required to provide an additional trash receptacle at their booth for increased consumer waste.

Surface Covers

Prepared Food Vendors are required to completely cover the surface beneath their cooking area. Vendors are required to exercise extreme care during cooking and removal of grease and/or oil products. The Vendor is solely responsible for any costs incurred for the cleaning and restoration of any damaged or stained surface.

Smoking

Due to City Ordinance smoking in Market Square is not permitted.

Fire Extinguishers and Open Flames:

All Prepared Food Vendors must provide an operating fire extinguisher within their tent that is visible to event producers & staff in the event of an emergency. No open flames are allowed at any time.

LEGAL & LIABILITY DISCLOSURE

Government Licenses and Taxes

Vendors are responsible for complying with all requirements and regulations necessary to conduct business in the Commonwealth of Pennsylvania and the City of Pittsburgh. Vendors may be inspected at any time by government agencies.

Food Inspections and Permits

Food Vendors are subject to inspection at any time by the Allegheny County Health Department. Allegheny County Health Department Rules and Regulations for temporary food facilities are found at the following link:

https://alleghenycounty.us/uploadedFiles/Allegheny_Home/Health_Department/Programs/Food_Safety/TempFood_Fac_guide.pdf

Vendors are required to submit the applicable health permit application documents along with any permit fees to the Allegheny County Health Department. ACHD requires that permit applications be submitted before the start of the Market season.

Vendor's Indemnity

Vendor shall indemnify, defend, and save and hold the PDP, the City of Pittsburgh and their respective officers, employees, directors, representatives, agents or assigns of either PDP or the City of Pittsburgh, harmless from and against any and all claims, suits, actions, damages, liabilities or expenses (including actual attorney's fees and costs) arising from or out of, or in any way related to or connected with the Vendor's participation in the Market or the use by the Vendor or its agents, employees, or contractors, guests, or invitees of the Market.

Should Vendor default in payment or performance of any obligation of Vendor hereunder, Vendor agrees that PDP shall have, in addition to each and every remedy available at law or in equity, the following rights and remedies which may be exercised by PDP at its sole discretion and without prior notice to Vendor: the right to terminate Vendor's participation in the Market; the right to seek specific enforcement of Vendor's obligations under this Agreement; and the right to secure and remove any and all of Vendor's property from the Market area, at PDP's sole discretion and at Vendor's expense.

Vendor Remedies

Vendor specifically waives any and all claims, suits, actions, damages, liabilities or other remedies arising from or out of, or in any way related to or connected with the Vendor's participation in the Market or the use by the Vendor or its agents, employees, or contractors, guests, or invitees of the Market. PDP provides no guarantee of results of event to Vendor.

Force Majeure

The PDP shall not be liable for any damage, cancellation, or modification of the Market under any circumstance, except as specified elsewhere in this document, including but not limited to conditions beyond their control (including but not limited to accidents, breakdowns, strikes, interruptions or failure of services, supplies, equipment, labor, energy or infrastructure, acts of war, terrorism or similar threats to security; or orders or decisions of any court or governmental body, authority or agency, or other causes) which make it impractical or inadvisable to hold the Market.