



Great North American Oktoberfest Taste of Deutschland Restaurant Vendor Info

Restaurant vendors must serve traditional German food or German-inspired/fusion food. Your menu must be approved by our team to meet this standard before it can be served.

Participants will receive the following for participating:

- 10'x10' tented space staked/weighted
- Festival signage with your logo and contact information
- Tables
- Chairs
- One 110v electrical outlet
- Trash and recycling removal
- Promotional items touting your participation for your restaurant/company
- Security while equipment and product are on site
- Promotion of your restaurant/company through Festival channels and during the Festival by your staff at your booth
- Discounted hotel rooms
- Invitation to VIP reception to be held on Thursday, October 3, 2019

Other Logistics:

- You must provide your own staff to work your booth
- Your booth must be open and serving food to the public for the entirety of the festival
 - Friday, October 4, 2019 from 5:30-10pm
 - Saturday, October 5, 2019 from 12-10pm
 - Sunday, October 6, 2019 from 11am-9pm
- Apply to the City of St. Louis Health Department no later than September 6, 2019 to receive your temporary health permit
 - In person here: 1520 Market St., Room 4051, St. Louis, MO 63103
 - Online here: <https://bit.ly/2QJ4zOn>
 - Health permit must be available for display at all times during the Festival
- Apply to City of St. Louis Fire Department no later than September 6, 2019 to receive your hazardous materials permit to cook with propane or other flammable fuel sources
 - In person here:
 - Online here: <https://bit.ly/2DnsC1n>
 - Hazardous materials permit must be available for display at all times during the Festival
- We will assist with permit applications if needed
- Mandatory restaurant vendor meeting (in person or by conference call) for details such as load-in/out will be on **August 26, 2019 from 3-4pm** at our St. Louis, MO office, 401 Pine St., St. Louis, MO 63102

Cost:

- \$1,500

Optional Upgrades

- 10'x20' tented space - extra \$500
- 10'x30' tented space - extra \$1,000 fee
- Corner spot - extra \$500 fee (limited amount)
- Tent walls - \$25 per 10' of wall



VENDOR FOOTPRINT REQUIREMENTS AND ONSITE REGULATIONS

The Festival participation fee includes an installed 10'x10' (or larger, if ordered) tent with weights/stakes, and the ability to interact with patrons within 10' of your booth. *Please be courteous to your neighbors at all times.* Vendor space assignments will be at the sole discretion of the North American Society of German Culture and Heritage (NASGCH). *Vendors will receive their space assignment upon loading into the Festival site.*

1. **Power and lighting:** NASGCH will supply one, 110-volt outlet for use at your booth. Vendor must provide all lighting and any needed power strips or extension cords. **All Vendor-supplied equipment must be in proper working order and free of any safety hazards.**
2. **Noise and Generators:** Vendor is not allowed to operate music or public address systems on the Festival site. This includes stereos, televisions, D.J. equipment, or megaphones. Generators are not allowed.
3. **Signage:** All signs and banners must be contained inside and below the roofline of the Vendor's tent and may not overlap onto a neighbor's space. All signage must be professional in appearance. NASGCH reserves the right to reject any inappropriate or unprofessional signage.
4. **Vehicle Access and Parking:** Vendors will be allowed to utilize vehicles to move equipment and goods to their booth space up to three hours prior to the start of the festival, but must immediately remove their car after unloading. Vendors may not load out until the festival hours have come to an end and NASGCH gives permission to do so. Details will be included in the informational packet you will receive before the festival.
5. **Permits:** All vendors are required a temporary health permit and some vendors are required to obtain a hazardous materials permit if they intend to use propane or other hazardous materials to cook their food. Please ask NASGCH for assistance in obtaining your permit if necessary. All necessary permits must be visibly displayed at your booth for the duration of the festival.
6. **Trash and Clean-up:** Vendors must maintain the cleanliness of their festival site throughout the weekend and throw all trash away in the receptacles provided by the NASGCH. Vendors must leave their area 100% free of all trash and display items at the end of the festival.
7. **Prohibited Merchandise Includes:**
 - Beverage sales or beverage sampling of any kind.
 - Any food sampling or sales by Vendor that is not included on the attached application form.
 - Unauthorized (i.e. bootleg materials) national or private brand products of any kind, including clothing or other wearable apparel, leather goods, personal accessories, videos, DVDs, CDs, cassettes, or other musical or electronic items.
 - Merchandise of any kind containing the logos, phrases or words connected with the Great North American Oktoberfest or NASGCH.



North American Society of German Culture and Heritage

- Pornographic or publicly offensive merchandise, drug paraphernalia, weapons or any other items that conflict in keeping with standards of public policy and local ordinances.
8. **Sales Tax:** Vendors are responsible for collecting, reporting and paying all applicable taxes.
 9. **Publicity:** NASGCH reserves the right to photograph all Vendors, Vendor interactions and Vendor products for use in all forms of media and promotions.
 10. **Security:** All Vendors are responsible for the security of their booth area, goods and personal items. Although there will be 24-hour security provided for the Festival area, we suggest all items of value are removed each night. NASGCH will not be liable for lost/damaged or stolen items.
 11. **Operations:** NASGCH reserves the right to restrict Vendors with respect to operations and display of materials.
 12. **Intoxicants:** Vendors may not possess illegal drugs, alcohol or other intoxicants inside or anywhere near the Festival footprint.
 13. **Insurance:** Vendors must maintain current and valid liability insurance, listing NASGCH as additionally insured, for the duration of the Festival.
 14. **Force Majeure:** In the Festival of inclement weather, or for any reason whatsoever that the Great North American Oktoberfest is delayed, rained-out or unfeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, war conditions, emergencies, act of God, or any other cause or causes beyond the control of NASGCH, the Vendor agrees that there shall be no claim or action against of the NASGCH. Attendance is not guaranteed and no refund of Vendor participation fees will be given for any reason.
 15. **Indemnification:** The Vendor shall release, indemnify, and hold harmless NASGCH, City of St. Louis, all sponsoring organizations and all trustees, officers, employees, and agents from any and all liability, claims, suits, actions, damages, settlements and expenses, including reasonable attorney's fees, arising out of injuries to persons or damages to property directly and exclusively resulting from said Vendor's actions and participation in the Great North American Oktoberfest. NASGCH, or any subsidiary thereof, will not be responsible for any kind of injury sustained by participants or guests while in agreement. By signing this release and request, I agree to follow all rules and policies as outlined in these documents and/or any addendum thereto.
 16. **WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT:** In consideration for participating in the Great North American Oktoberfest and other valuable consideration, Vendor hereby RELEASES, WAIVE, DISCHARGE AND COVENANT NOT TO SUE NASGCH, their officers, servants, agents, agencies, 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



**North American Society of
German Culture and Heritage**

being conducted or in transportation to and from said premises. To the best of Vendor knowledge, Vendor can fully participate in this activity. Vendor is fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and 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. **VENDOR VOLUNTARILY ASSUMES 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.** Vendor further hereby **AGREES 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.** It is Vendor's express intent that this Release and Hold Harmless Agreement shall bind the members of TSL ownership, shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above named **RELEASEES**. Vendor hereby further agrees that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Missouri. **VENDOR UNDERSTANDS THAT TSL OWNERS WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY VENDOR MAY SUSTAIN.** I further agree to become familiar with the rules and regulations of the Great North American Oktoberfest concerning conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that Vendor will further assume the complete risk of any activity done in violation of any rule or directive or instruction. Vendor also understands that Vendor should and is urged by NASGCH to obtain adequate health and accident insurance to cover any personal injury to staff working during the Great North American Oktoberfest which may be sustained during the activity or the transportation to and from the Great North American Oktoberfest. Vendor also understands that Vendor is responsible for any damage they cause to the facilities, **PREMISES, PROPERTY OF NASGCH OR PROPERTY OF OTHERS.**

Printed Name _____ Signature _____

Company and Title _____

For more information contact:

Jared Opsal
jopsal@nasgch.org
314-669-1548



Great North American Oktoberfest Taste of Deutschland Registration Form

Restaurant/Company Name	
Restaurant/Company Mailing Address	
Restaurant/Company Phone Number	
Restaurant/Company Email Address	
Restaurant/Company Website	
Restaurant/Company Social Media Pages	Website – Facebook – Instagram – Twitter –
Menu Items (must be German or German-fusion cuisine, show your creativity!)	

Contact Name	
Contact Mobile Phone Number	
Contact Email Address	

You must turn in your completed registration form, signed vendor requirements and on-site regulations form, and a check in the amount of \$1,500 to:

NASGCH
401 Pine St.
St. Louis, MO 63102