



*A Food and Beverage Innovation Festival*

*100 Innovation Boulevard, State College PA 16803*

**Saturday, September 22, 2018**

**On Saturday, Saturday 22, 2018**, WPSU Penn State will present our second annual “A Taste of Innovation” — a fundraising community festival to benefit WPSU-FM. This family-friendly event will be held at Innovation Park on the grounds surrounding 100 and 200 Innovation Boulevard in Innovation Park, State College, PA. Our first event, held on May 20, 2017, featured 28 exhibitors and attracted 295 attendees on a very rainy and overcast day. Our goal for 2018 is to increase our exhibits to 60 and triple attendees.

### How It Works

- The public purchases food tasting wristbands in advance and the day of the event. Proceeds from wristband sales benefit WPSU-FM.
- Per Pennsylvania Liquor Control Board regulations, guests may taste wine and craft beverages without purchasing a food wristband. All guests opting to taste wine and beverages must be 21 and have a valid ID to be scanned before entry and, if appropriate, will be issued a different color wristband.
- All food exhibitors are required to offer bite-sized samples to all guests with wristbands. Multiple samples to repeat visitors are at exhibitors’ discretion.

### Exhibitor Schedule

8:00 a.m.  
Exhibitor setup opens.  
10:45 a.m.  
All exhibitors and activities ready to open.  
5:15p.m.  
Event concludes. Exhibitors tear down.  
6:00 p.m.  
All exhibitors packed and grounds close.

### **WPSU’s event is a great opportunity to:**

- interact with public radio listeners and members.
- demonstrate your products and services.
- sell food, wine, beer, and non-alcoholic beverages.
- sell hand crafted art and vintage merchandise.
- show your support for public media.

### Event Schedule

11:00 a.m.  
Event opens to the public. All exhibitors open.  
12:00–5:00 p.m.  
Live music on lawn, chef demonstrations in Outreach Building, tour of Tech Center Building, kids’ activities and lawn games.

**NOTE:** This **2018 Exhibitor Contract** (pages 2 through 5) is subject to approval by The Pennsylvania State University ("PSU") which reserves the right to interpret whether or not the proposed exhibit contributes to the purpose of the event.

Exhibitor Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Type of Exhibitor (Check all that apply.)

- Food  Sauces  Wine  Hard Cider  Non-Alcoholic Beverage  Spirits
  - Hand Crafted Art  Vintage Merchandise  Other Merchandise – Please list: \_\_\_\_\_
- 

Does your exhibit require on-site parking of a truck or trailer?  yes  no

Will you be using ground stakes?  yes  no Please describe: \_\_\_\_\_

Will your exhibit need electricity? \_\_\_\_\_ (Note: WPSU may provide very limited electrical service. Exhibitors cannot bring their own generators)

Number of 10' X10' spaces requested: \_\_\_\_\_

Please list other fairs, events, or exhibitions in which you have participated: \_\_\_\_\_

### Eligibility for Exhibitors

- Any business, firm, or organization which provides a food, beverage, or product may apply for exhibit space at the WPSU Taste of Innovation.
- PSU reserves the right to determine whether or not a potential exhibitor contributes to the Taste of Innovation event in accordance with the following objectives: Showcase innovation by providing the public interactions with a regional representation of food, beverage, technology, and inventions within the WPSU TV and FM coverage area; cooking demonstrations and education; Innovation Park displays; non-food or beverage exhibitors which fall within the theme of Innovation or hand-crafted art; vintage products and antiques.
- Exhibitors must be in full compliance with applicable state and federal laws.
- Exhibitors providing alcohol must be in full compliance with all Pennsylvania Liquor Control Board rules and regulations and event permitting requirements.

- Exhibitors must follow all local laws, ordinances and permitting requirements, including acquiring College Township Solicitor Permits. Fees for any such permits are the responsibility of the Exhibitor. Exhibitors are encouraged to bring copies of any such permits to the event, should they be asked to provide proof of same to local officials.

## Exhibit Space

- Potential exhibitors must complete this contract and return it by August 17, 2018.
- The Exhibitor will receive a 10' x 10' space at no charge by WPSU. Adjacent 10' x 10' spaces can be reserved when submitting contract as space allows.
- PSU makes the decision on space assignment for all exhibitors and reserves the right to reject any application for exhibit space.
- All exhibitors must provide a Certificate of Insurance showing proof of existing policies which meet PSU's insurance requirements.
- This contract is governed by the laws of the Commonwealth of Pennsylvania. Any and all legal actions arising out of this contract shall take place in the courts serving Centre County, Pennsylvania.

## Exhibit Set up and Tear Down

- The exhibit area to the outdoor lot exhibitors will be available for constructing displays and/or setting up exhibits at 8:00 a.m. the morning of the event.
- Digging, excavation or earth moving will not be permitted in the exhibit area.
- Staking of anything in the ground is prohibited except in those areas designated by PSU's Environmental Health and Safety unit, as approved by PA One Call.
- All food, alcohol, and product exhibitors must be ready by 11:00 a.m.
- All exhibitors must remain open until 5:00 p.m.
- All exhibits must be removed by 6:00 p.m. unless other arrangements have been made in writing with WPSU in advance.

## PSU Regulations

- PSU has the right to reject, remove, or limit exhibits, products and/or displays that PSU deems to be inappropriate or to not align with the objectives of the event.
- Exhibitors are responsible for keeping their exhibits free of litter.
- PSU will not be responsible for personal injury or property loss or damage from any cause.
- Exhibitors are required to maintain adequate safety standards. PSU reserves the right to curtail any activity deemed hazardous to the public. Controlled substances other than alcohol are strictly prohibited.

## Parking

Grounds and parking will open to exhibitors at 8:00 a.m. For the safety of our guests and exhibitors, all vehicles not essential to the exhibit must be moved to the reserved exhibitor parking area by 10:30 a.m. and will be roped off to moving vehicle traffic for the duration of the event. Tear down of exhibits and moving of vehicles cannot begin until 5:15 p.m.

Food trucks must park on the paved lots of 100 and 200 Innovation Boulevard. All other exhibits will be placed on the designated grass and hard surface areas near the 100 and 200 buildings. Placement of the exhibit space is at the discretion of PSU.

## Inclement Weather

At the discretion of PSU and without any liability to Exhibitors the event may be cancelled due to inclement weather. There is no rain date.

## Indemnification

Exhibitor hereby agrees to release, indemnify, defend and hold harmless PSU, its trustees, officers, agents and employees, from and against any and all liability, claims, charges, expenses (including counsel fees) and costs on account of or by reason of any injuries, liability, claims, suits, or losses however occurring or damages growing out of the same, arising out of Exhibitor's use of University premises. Exhibitor further agrees to release, indemnify, defend, and hold harmless PSU for any and all liability resulting from any product or service provided for sale or distribution by Exhibitor, including, but not limited to, loss of profits, suitability for specific purposes, loss of income, consequential damages, punitive damages, and loss of use, bodily injury including death, property damage, and personal injury.

## Insurance

Exhibitor shall provide a Certificate of Insurance evidencing the following coverage:

- (1) Commercial General Liability Insurance, including Contractual Liability and Products/Completed Operations, of not less than \$1,000,000 per occurrence and written on an occurrence basis. PSU must be an Additional Insured in such policy.
- (2) Automobile Liability Insurance (unless driving a personal vehicle) for any owned, leased, hired, non-owned vehicles with limits not less than \$500,000.

- (3) Statutory Workers' Compensation in accordance with governing law within the U.S. (or qualify as a self-insurer), and \$500,000 U.S. per accident of Employers' Liability insurance. If Exhibitor is exempt then Exhibitor must complete and sign the Risk Management Request Form for Waiver of Workers' Compensation Insurance Requirement available at the following link: <https://controller.psu.edu/sites/controller/files/wcwaiver.pdf>
- (4) If Exhibitor will be serving and/or selling alcohol then liquor liability insurance of not less than \$1,000,000 per occurrence.

**The certificate holder shall be:** The Pennsylvania State University, 227 West Beaver Avenue, Suite 103 Rider Building, State College PA.

PSU reserves the right to require additional insurances or higher limits of coverage depending on the nature of the product or service to be sold. Exhibitor hereby acknowledges that it will not be allowed to set up if insurance requirements have not been met and Exhibitor hereby totally and unequivocally releases, indemnifies and holds harmless PSU for any losses suffered by Exhibitor due to its failure to abide by the conditions of this section.

### Sales Tax

The Exhibitor will pay all sales taxes and maintain all required documentation and records as required by any governmental entity.

Your signature signifies acceptance of the above terms as provided on pages 2 through 5 of this 2018 Exhibitor Contract.

\_\_\_\_\_ Date \_\_\_\_\_

Exhibitor Signature

**Scan and email or mail completed contract (pages 2–5) and certificate of insurance to:  
Tamra Fatemi, WPSU Penn State, 237 Outreach Building, University Park PA 16802**

**Tamra can be reached at [trf14@psu.edu](mailto:trf14@psu.edu) or 814-863-6635**