



Willkommen!

The Town of Lovettsville is excited to host our 29th Oktoberfest on September 20 through 22, 2024, with a Vendor Village being hosted on Saturday, September 21, 2024. On average, Oktoberfest draws in 10,000 to 13,000 guests. We are ready to celebrate with food, drinks, dancing, crafts, and entertainment to showcase our town's German heritage and promote community spirit. Lovettsville Oktoberfest began as a small, local celebration and over the years has expanded to include more of our region, drawing visitors from well beyond Loudoun County. It is a great opportunity to showcase your business and organization to thousands of fun-loving families from across the region!

If your business or organization would like to participate, read the following information, complete the online application, and begin submitting the required documents and fees. Lovettsville Oktoberfest is a family- and community-friendly event. Spaces will be assigned upon approval at the sole discretion of the Lovettsville Oktoberfest Subcommittee on a first-received, first-served basis after all parts of the application process are completed. The deadline for submitting an application is August 25, 2024 or until all spaces have been filled. Submit your applications early to ensure the best spots.

Stay current with all of this year's Oktoberfest details on our website: LovettsvilleOktoberfest.com.

We look forward to including you in our celebration this year, and we intend that it will be - with your participation - our best event yet! Please reach out to Sarah Moseley, Town of Lovettsville Community Engagement & Economic Development Coordinator, with any questions you may have at smoseley@lovettsvilleva.gov.

Wir sehen uns dort!

The 2024 Lovettsville Oktoberfest Subcommittee

Application Process

1. May 3: Online application process opens at LovettsvilleOktoberfest.com, "Vendors" tab.
2. May 3 – June 7: A discounted vendor rate will be applied to all those who sign up to be a vendor. On June 8, 2024, regular vendor fees will be applied.
3. After submitting the online application, all vendors must email a copy of Attachment A ("Indemnification, Liability and Insurance Statement") and a copy of their insurance endorsement to smoseley@lovettsvilleva.gov.
4. As soon as vendors are notified of their application approval, they will receive a Square payment link to pay the appropriate vendor fee. Swift payment will help ensure prime vendor locations. *Please note: until the vendor fee is received, vendors will not be on our confirmed list.*

August 25, 2024 - Online application process closes. No additional applications will be accepted.

Week of September 2, 2024 - Final details will be emailed to all confirmed vendors.

September 21, 2024 - 2024 Oktoberfest Festival!

Vendor Early Bird Pricing: May 3 - June 7, 2024

Vendor Type	Structure	Operation	Location*	Size	Cost
Craft Sales	tent	Sat, Sept 21: 10a-6p	Vendor Village	10' wide, 10' deep	\$150
Craft Sales (Lovettsville licensed business)	tent	Sat, Sept 21: 10a-6p	Vendor Village	10' wide, 10' deep	\$75
Political Candidates	tent	Sat, Sept 21: 10a-6p	Vendor Village	10' wide, 10' deep	\$150
Non-Profit (Informational purposes that serve the local community)	tent	Sat, Sept 21: 10a-6p	Vendor Village	10' wide, 10' deep	Free
Non-Profit	tent	Sat, Sept 21: 10a-6p	Vendor Village	10' wide, 10' deep	\$75

Vendor Pricing: June 8 - August 25, 2024

Vendor Type	Structure	Operation	Location*	Size	Cost
Craft Sales	tent	Sat, Sept 21: 10a-6p	Vendor Village	10' wide, 10' deep	\$200
Craft Sales (Lovettsville licensed business)	tent	Sat, Sept 21: 10a-6p	Vendor Village	10' wide, 10' deep	\$100
Political Candidates	tent	Sat, Sept 21: 10a-6p	Vendor Village	10' wide, 10' deep	\$200
Non-Profit (Informational purposes that serve the local community)	tent	Sat, Sept 21: 10a-6p	Vendor Village	10' wide, 10' deep	Free
Non-Profit	tent	Sat, Sept 21: 10a-6p	Vendor Village	10' wide, 10' deep	\$100

* The Town Green is located between Hammond Drive, Spring Farm Drive, and Town Center Drive.
Vendor Village is located behind the Town Hall at 6 East Pennsylvania Avenue.

Guidelines

Fees

Oktoberfest is a rain or shine event. All vendor fees are non-refundable. Vendors within the town limits of Lovettsville must be in good standing with license fees and taxes paid.

Booth Space

Only space is provided. Vendors are responsible for their own tents, tables, chairs, and anything else they may need to have a successful show. To ensure public safety and consistent flow of consumer traffic, pop-up tents and structures greater than the designated sizes are not permitted. All tents must be secured with at least 40 pounds of weight to each leg. Specific location requests are not guaranteed. Completed applications - including fee payment - will receive priority location assignments. *All materials must fit within the allotted 10' wide, 10' deep space, and all vendors/participants must stay within the confines of their assigned space. Canvassing or soliciting outside of the assigned space is not permitted.*

Adherence to Laws

All vendors must adhere to all applicable laws and provisions established by the Commonwealth of Virginia, the Loudoun County Fire and Rescue Department, the Office of the Fire Marshall, the Loudoun County Health Department, and the Town of Lovettsville. Vendors must adhere to all federal, state, and local laws, rules, and regulations applicable to their business.

Vehicles

All vehicles must be removed from the booth locations and from the streets 30 minutes prior to the scheduled start time. Park in designated areas only. Respect the surrounding private property. Do not park in driveways or business parking lots.

Setup

Event volunteers will be onsite to help direct vendors to their specific locations. Some vendor locations are located in grassy areas. The use of dollies, wagons, or carts to transport materials is recommended. No overnight security will be provided. **Early setup is NOT permitted and may impact the vendor's ability to participate in the event.**

Location	Setup May Begin	Setup Completed By
Vendor Village	Sat, Sept 21: 7:30a	Sat, Sept 21: 9:45a

Breakdown and Removal

Breakdown includes ending of all sales, packing up items, cleaning equipment, storing supplies, gathering trash, and stacking items for preparation of removal.

Removal includes, disassembling tent structures, moving vehicles into place and loading items, physically removing everything from the vendor space, and safely heading home!

The use of dollies, wagons, or carts to transport materials is recommended. **Early breakdown and/or removal is not permitted and may impact the vendor's ability to participate in future Town events.**

- The streets around Vendor Village will remain closed to traffic until 6p Saturday evening.

Location	Breakdown May Begin	Removal May Begin	Removal Completed By
Vendor Village*	Sat, Sept 21: 6p	Sat, Sept 21: 6p	Sat, Sept 21: 8p

* Vendor Village will close at 6pm.

Early Closing

If there is inclement weather and an earlier closing time is needed for safety reasons, an announcement will be made.

Trash during Cleanup

Vendors are responsible for removing all debris from their booth spaces during cleanup.

Electricity, Generators, and WiFi Signal

Electricity is not provided. All generators must be whisper-type generators that are self-enclosed and do not exceed 70 decibels of sound. WiFi signal strength is not guaranteed. All vendors should be prepared with appropriate technology to conduct their sales.

Business Consultants and Direct Sales Vendors

Only one consultant per business group/company name will be accepted. This applies to businesses such as Thirty-One, Pampered Chef, etc. Early registration and having cash-and-carry items in these booths are encouraged.

Limits

The Lovettsville Oktoberfest Subcommittee reserves the right to limit the number of similar-type vendors based on a first-received, first-approved basis.

Safety and Emergency Information

Emergency medical services and Loudoun County Sheriff protection will be present and will enforce all safety, traffic, and law enforcement-related issues.

Indemnification, Liability, and Insurance

As stated under the "Application Process," all vendors must sign and email Attachment A to smoseley@lovettsvilleva.gov in order to complete your application. Spaces will not be assigned until received.

Food Vendors

Food vendors must provide trash receptacles for customers and use heavy duty trash bags. Vendors are responsible for removal of all trash.

As stated under the Application Process, vendors must complete and receive a *Loudoun County Health Department Temporary Food Sale Permit*. A link to this permit application can be found on our website, LovettsvilleOktoberfest.com, under the "Vendors" tab. A copy of this valid permit must be emailed to smoseley@lovettsvilleva.gov in order to complete your application. Spaces will not be assigned until received.

During the event, food vendors must display this *Temporary Food Sale Permit* and adhere to all regulations set by the Loudoun County Health Department. Inspectors will be present during the event and will approve the opening of each food vendor tent.

The *Detailed List of Food Items* (Attachment B) must be completed and emailed to smoseley@lovettsvilleva.gov in order to complete your application. Spaces will not be assigned until received.

Food vendors are responsible for collecting and paying the 3.75% meals tax to the Town of Lovettsville. The *Meals Tax Agreement* (Attachment C) must be completed and emailed to smoseley@lovettsville.gov in order to complete your application.

The *Meals Tax Supplement* (Attachment D) must be completed and mailed within one week after the event to the address listed. **Failure to submit collected meals tax will impact the vendor's ability to participate in future Town of Lovettsville events.**

P.O. Box 209
6 East Pennsylvania Ave.
Lovettsville, VA 20180

Non-Profits

Non-profit organizations must hold a Valid IRS Designation Letter for all non-profits.

There are two categories of nonprofits (informational, and food sales/craft) as outlined in the pricing chart on page 2.

Indemnification, Liability and Insurance Statement (Attachment A)

Indemnification

Vendors agree to indemnify, defend and hold harmless, the Town of Lovettsville, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by vendor or exhibitor's participation in the Lovettsville Oktoberfest. This indemnity agreement shall impose liability on the vendor or exhibitor to the fullest extent permitted under the laws of Virginia.

Liability

Town of Lovettsville Oktoberfest management will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to reasons of the enclosure or area in which this festival is to be held, being before or during the festival is destroyed by fire, or other calamity, or by an act of God, public enemy, strikes, statutes, ordinances, or legal authority or any other act beyond the control of the Town of Lovettsville which makes it impossible or impractical to hold the festival. The Town of Lovettsville will not be liable for any damage done by vendors to public/private property during set-up, tear down and regular operation hours. This includes the operation of any equipment (motorized or non-motorized).

Insurance

Vendors must have liability insurance for a combined single limit of at least \$1,000,000 for each occurrence of bodily injury and property damage. The vendor must email a **copy of the endorsement** to the Town prior to the event at the address listed below. All endorsements must have the date(s) and location of the event and include the Town of Lovettsville as an additional insured party.

Street side, Town Green = Town Center Drive, Lovettsville, VA 20180

Vendor Village = 6 East Pennsylvania Ave, Lovettsville, VA 20180

Acknowledgement

Before signing this application, please review the terms and conditions. By signing the application, you acknowledge that you understand the terms and conditions of the festival and you agree to adhere to the spirit and intent of the conditions as stated by the Town of Lovettsville and the Oktoberfest Committee. Vendor acknowledges that it is responsible for personal injuries or property damage that may occur during the event for any reason and that the Town will not insure the vendor for any risks associated with the event.

Printed Name - _____

Signature - _____

Date - _____

Email this completed form and a copy of insurance endorsement to

smoseley@lovettsville.gov

Meals Tax Agreement (Attachment C)

Business Name - _____

The Town of Lovettsville collects a 3.75% tax on all sales from food vendors.

Vendors are responsible for collecting this sales tax from their customers and then remitting the tax to the Town of Lovettsville within one week of the event.

A completed *Meals Tax Supplement* (Attachment D) must accompany the payment within one week after the event **with proof of sales receipts**.

The payment may be made by check payable to Town of Lovettsville, or by credit card in person (6 East Pennsylvania Avenue) during business hours.

I understand the above expectations and agree to abide by them.

Printed Name - _____

Signature - _____

Date - _____

Email this completed form to smoseley@lovettsville.gov
as part of the application process BEFORE the event.

Town of Lovettsville

MEALS TAX RETURN – TEMPORARY VENDOR

Report and payment due within seven days of the completion of the event. Please call Town Office at (540) 822-5788 with any questions or visit the Town's website at www.lovettsvilleva.gov.

Name of Event: _____

Date(s) of Event: _____

Business Name: _____

Business Location: _____

Mailing Address: _____

Signature: _____ Date: _____

Total Meals Receipts	
Meals Tax (3.75% gross receipts)	
Total Meals Tax Due	
10% Late Penalty	
10% Interest	
Total Amount Due	

*Please make a copy of this report for your records and mail the return and payment to:
Town of Lovettsville
Attn: Treasurer
P.O. Box 209
Lovettsville, VA 20180*

If tax is paid after the due date, a penalty of 10% of the tax and interest at the rate of 10% per annum will be computed upon the tax and penalty from the date such were due and payable.

QUICK FACTS AND GUIDELINES:

- All prepared food and beverages that are ready to eat are subject to the tax (unless otherwise excluded).
- Items that are excluded from the tax:
 - Drinks (alcoholic and non-alcoholic) that are in factory sealed containers and intended for off-premises consumption.
 - Factory prepackaged candy, gum, nuts and other similar items for off-premises consumption.
 - Factory prepackaged donuts, ice cream, crackers, chips and other similar items intended for off-premises consumption.
 - Food and beverages that are prepared by a non-profit educational, charitable or benevolent organization, church, or religious body as a fundraising activity, the gross proceeds of which are to be used by such organization exclusively for non-profit educational, charitable, benevolent or religious purposes.
- For the complete list of requirements and list of exempt items please read the Lovettsville Meals Tax Ordinance. Copies are available on the Town's website and at Town Hall.