



Revised: 2.09.23

## 22<sup>nd</sup> Annual German Christmas Market

“Weihnachtsmarkt”

Sussex County Fairgrounds, Augusta, NJ

### APPLICATION FOR NON-PROFIT ORGANIZATIONS

In 2023 we will celebrate our 22<sup>nd</sup> German Christmas Market. Over the past 21 years, the committee has donated over \$450,000 to local charities that help our friends and neighbors in need. Our committee is an ALL-volunteer group that has worked very hard over the years to organize the German Christmas Market.

Applications for nonprofit organizations are also now being accepted for the 2023 German Christmas Market. **The number of Charitable and Not for Profit Organizations is capped to a maximum of 5 and are considered on a first come first served basis.** We therefore encourage you to apply early and clearly describe what you intend to do in the spirit of Christmas as befitting our Market requirements. Attendance requires an activity, as donation solicitation alone will not be considered.

Your application will not be considered complete until your proof of insurance is also submitted. Proof of Insurance must be received no later than September 1, 2023. Failure to provide your proof of insurance will forfeit your application. Once your application is complete and accepted by the organizing Committee, you will be duly notified. You will be advised of your location after all applications from all vendors have been finalized. Final decision of your location is at the discretion of the committee.

We look forward to another successful year, and we thank you for your interest! Feel free to email me with questions at my **\*\*\*NEW\*\*\*** email address: [vendors@germanchristmasmarketnj.org](mailto:vendors@germanchristmasmarketnj.org)

Please mail completed application, fees, and insurance documents to:

German Christmas Market of New Jersey  
Scott Foy, Vendor Coordinator  
P.O. Box 1771  
Sparta, NJ 07871

\*\*\*New P.O. Box Address\*\*\*

Kind regards,  
Scott Foy, Vendor Coordinator

## IMPORTANT DATES:

September 1, 2023                    **Latest date to apply.** Completed Applications (including photos, fees, and certificates of insurance) must be provided to the Vendor Coordinator without forfeiting your application.

October 1, 2023                    **Latest date to cancel** your application without penalty. After October 1<sup>st</sup>, should you need to cancel, your fees are deemed non-refundable.

**October 2023**                    Setup instructions will be sent to all vendors

Thursday, November 30, 2023 - vendor setup ONE-DAY ONLY. Setup is Thursday ONLY. No vendors will be allowed to setup on Friday morning December 1<sup>st</sup>.

Christmas Market opens to the General Public on these dates:

Friday, December 1<sup>st</sup>                    10 AM – 9 PM

Saturday, December 2<sup>nd</sup>                    10 AM – 9 PM

Sunday, December 3<sup>rd</sup>                    10 AM – 5 PM

**You must be ready to sell no later than 9:30am each day.**

Sunday, December 3<sup>rd</sup> – 5PM – vendors take down their setup and products, remove them from the site, and make sure their assigned spot(s) are swept and free of trash.

**VENDOR PARKING AT SUSSEX COUNTY FAIRGROUNDS WILL BE  
ASSIGNED TO A SPECIFIC LOCATION**

## **Terms, Conditions and Agreements to Participate:**

The German Christmas Market of New Jersey (the Committee) is pleased that you (the vendor) wish to participate at the German Christmas Market Weihnachtsmarkt (Event) this year. Acceptance of this agreement is necessary to be considered during the Committee jury selection process. Once selected, this agreement will confirm your participation; it outlines the rules and regulations for this event.

### **1. Insurance:**

- a. **All Vendors are required to supply a Certificate of General Liability insurance in the amount of \$1,000,000 (Each Occurrence Limit) listing Sussex County Fairgrounds, 37 Plains Road, Augusta, NJ 07822 and the GERMAN CHRISTMAS MARKET OF NEW JERSEY at P.O Box 113, Sparta, NJ 07871 as certificate holder and additional insured effective Thursday, November 30, 2023 (setup) through Sunday, December 3, 2023. The insurance certificate must be issued in your contract/business name. Please send a copy to the Vendor Coordinator with your application or as soon as possible thereafter.**
- b. If a certificate of insurance is not available from your insurance company, you may obtain one through Provident Protection Plus (formerly SB One): Roger Roux, 973-579-6776.
- c. Vendor is solely responsible and accountable for compliance with the State of New Jersey Department of Health and State of New Jersey Department of Labor rules and regulations.

### **2. Permits: PERMITS FROM BOTH FRANKFORD TOWNSHIP AND SUSSEX COUNTY ARE REQUIRED FOR FOOD VENDORS AND, POSSIBLY, OTHER VENDORS AS WELL. Vendors work directly with Frankford Township and Sussex County personnel to acquire permits.**

#### **a. Contact Information:**

- i. **Frankford Township (Fire Safety Permit, Temporary Food Vendor Application, and/or Construction Permits)**
  1. 151 US Highway 206, Augusta, NJ 07822
  2. Phone: 973-948-5566
  3. Website for forms: [https://frankfordtownship.org/municipal/applications\\_forms/](https://frankfordtownship.org/municipal/applications_forms/)
- ii. **Sussex County (Temporary Food Establishment Application Form T)**
  1. 201 Wheatsworth Road, Hamburg, NJ 07419
  2. Phone: 973-579-0370
  3. Website for forms: <https://www.sussex.nj.us/cn/FormCenter/?tpid=588>

#### **b. Frankford Township:**

- i. **Construction Permit:** Only required for tents or other temporary structures of any size used between December 1 and March 31 in an 'open sky' location subject to direct structural stress from meteorological phenomena (e.g., snow, ice, rain).
- ii. **Fire Safety Permit:**
  1. Required by vendors who will be cooking or heating food on the premises or utilizing any type of flammable or combustible fuel (e.g., propane heaters.) Food trucks requiring a fire suppression system must submit a copy of their current fire suppression system inspection report and hood cleaning report. If the vendor already has an annual Fire Safety Permit for the Sussex County Fairgrounds, a permit is still required; however, the fee will be waived.

2. Also required by any vendor using tents or temporary structures greater than 900 sq. feet or more than 30 feet in any direction, whether it is composed of one unit or multiple units, that installs electrical equipment, electrical wiring or mechanical equipment that is supplied by other than temporary wiring (cord and plug) in accordance with the Uniform Fire Code. A copy of the Fire Proofing Certificate is required for all tent components. The certificate must match the labels on all tent components.
  3. Each location setup requires a separate permit.
  4. All vendors requiring a fire safety permit MUST be setup and available for inspection the day prior to the start of the event, Thursday, 11/30/2023.
- iii. **(FOOD VENDORS ONLY) Temporary Food Vendor Application (aka Temporary Retail Food Establishment Application):** All vendors selling food or drink items at the Event are required to submit this application to the Frankford Township Board of Health. Due to the duration of the event being three days, a **“calendar year”** permit is required for each separate vendor location.

c. **Sussex County:**

- i. **(FOOD VENDORS ONLY) Sussex County -- Temporary Food Establishment Application Form T:** All vendors selling food or drink items at the Event are required to submit this application to the Sussex County Division of Health.
- d. **Timely Submission:** Submit all required permit applications as soon as possible after we notify you that you are an approved vendor for our Event. We strongly encourage you to obtain all required permits by mid-October. **As a reminder, work directly with Frankford Township and Sussex County personnel for all permits.**

**\*\*\*NO VENDORS ARE APPROVED TO OPERATE UNTIL REQUIRED APPLICATIONS FROM BOTH FRANKFORD TOWNSHIP AND SUSSEX COUNTY ARE COMPLETED, APPROVED, PERMIT ISSUED AND FEES PAID.\*\*\***

3. **Setup:**

- a. Closer to the Event, in October, detailed setup instructions will be emailed to vendors. Setup is Thursday, November 30<sup>th</sup>, ONLY.
  - b. You must be completely setup and be ready to sell **no later than 9:30am each day.**
  - c. Vendor spaces are assigned 10' x 10'. No vendor setup, product, signs or any other materials are to be placed outside of the assigned 10' x 10' area.
  - d. All outside vendors are required to bring and setup their own tent. White tents are preferred.
4. **Juried Event:** All vendors are to submit detailed descriptions of each product or category of product(s) to be sold. Approved vendors are restricted from selling products not listed on their application.
5. **Non-Compete Clause:** **NO vendor is to sell any of the following items unless approved in advance by the GCMNJ committee:** Imported German items such as: cookies, chocolate, baked goods, candies, prepackaged foods, and advent calendars. This restriction includes wooden Christmas Pyramids and Candles, wooden Incense Smokers, German wooden ornaments, German wooden decorations, and nutcrackers. Additional food restrictions are: Pretzels, Linzer Tarts, Stollen, German sausages

(Bratwurst, Frankfurters, Weisswurst, Nuremberg), and Potato Pancakes. This will be strictly enforced and any vendor not complying with this requirement will be required to leave the event immediately.

6. **Product Exclusivity:** PEPSI is the official soft drink sponsor of the Fairgrounds. All event/vendor soft drinks and water MUST be Pepsi products and newly purchased directly from Pepsi. To facilitate this process, contact the Fairgrounds Pepsi representative, Greg Walsh, at 800-963-2424 ([greg.walsh@pepsico.com](mailto:greg.walsh@pepsico.com)).
7. **Cleaning:** The maintenance and cleanliness of each Vendor's space during and after the Event is the responsibility of the Vendor. At the end of the event, Vendors will ensure their space(s) are broom swept and will remove all trash/debris.
8. **Electrical requirements:** see separate page.
9. **Alcohol:** Vendor MUST NOT sell alcoholic beverages intended for consumption at the Event. Only alcohol in sealed containers will be considered for vendor sales approval by the Committee. Any vendor approved to sell packaged alcohol is responsible to obtain the State permit to do so and must provide a copy of the permit to the Vendor Coordinator prior to the Event.
10. **Loss:** Sussex County Fairgrounds and the Committee will not be liable for any losses or theft suffered by the Vendor in connection with the Vendor's participation in this Event.
11. **Cancellation:** If the Vendor cancels any time before October 1, 2023, all fees paid will be refunded. If the Vendor cancels on or after October 1, 2023, the Vendor fees will NOT be refunded. Committee retains, in its sole discretion, the right to suspend, with immediate effect, any and all operations of any Vendor(s) deemed to be unsafe, unlawful or unacceptable for any reason, including bad behavior or threatening harm to others.
12. **Takedown:** Vendor is required to stay until the close of the event at 9 PM on Friday and Saturday, and Sunday to pack up no earlier than 5:00 PM. If you leave your space before the required times, you will NOT be allowed to return in the future.
13. **Subletting:** The Vendor agrees NOT to sublet any or part thereof of the space that is allocated for the duration of the event. If this is breached, the committee reserves the right to immediately remove the sublet and the committee will decide if the primary Vendor is required to immediately leave. In recognition of this breach of the Vendor agreement, no event fees will be returned and due consideration will be given to your application in future years.
14. **VENDOR PARKING:** Vendors will be assigned a specific parking area at the Event on Friday, Saturday and Sunday.
15. **VEHICULAR ACCESS:** Vendor vehicles are only allowed near vendor spaces/buildings on Thursday during setup, before 9:30am Friday, Saturday and Sunday, and after 5pm on Sunday. The police may issue traffic tickets for vehicles in the Event area during hours of operation as this is a pedestrian area.

16. **Failure to comply:** Vendors that fail to comply with points 1-15 are subject to one or all of the following:
- a. Termination of involvement in the Event without refund of Vendor Fee.
  - b. An additional charge, to be determined solely by the Committee, separate from the standard Vendor Fee.
  - c. No participation at future GCMNJ events.
17. **Your signature below indicates you have fully read and accept our Terms & Conditions to participate.**

Print Vendor Name \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

**NO RAIN DATE AND NO SNOW DATE**

**SPACES IN PAVILIONS 4 & 5 ARE AVAILABLE FOR NON-PROFIT VENDORS**

**\*\*\*SEE MAP ON WEBSITE FOR LAYOUT DETAILS\*\*\***

**VENDOR FEE SCHEDULE:**

<p>Pavilions 4 &amp; 5 (outside space) \$150 _____</p> <p><input type="checkbox"/> Yes, I need electric outlet access (complete electrical requirements sheet)</p> <p><b>LOCATION NOTES:</b></p> <ul style="list-style-type: none"> <li>• Outdoor spaces located at Sussex County Fairgrounds.</li> <li>• Vendor is responsible to provide own tent, furniture, furnishings, lighting, and <b>outdoor commercial-grade extension cord</b> (length will be advised by Vendor Coordinator.)</li> <li>• For safety: <b>NO electrical or propane heaters, NO electric blankets, and NO halogen bulbs are allowed.</b></li> <li>• <b><u>Vendor Tents MUST be secured with weights.</u></b></li> <li>• <b><u>FILL OUT ELECTRICAL REQUIREMENTS FORM</u></b></li> </ul>	<p align="center"><b>TOTAL</b></p> <p align="center">\$ _____</p>
<p><b>Payments are accepted by <u>check or credit card:</u></b></p> <p>Make checks payable to:</p> <p><b><u>German Christmas Market of New Jersey</u></b></p> <p><b>Mail to: P.O. Box 1771, Sparta, NJ 07871</b></p> <p align="center"><b><u>For payment by credit card, an additional 3.5% fee will be added to your TOTAL payment.</u></b></p>	<p align="center"><b>TOTAL</b></p> <p>Check \$ _____</p> <p>CC + 3.5% \$ _____</p>

Print Your Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

**Please complete the following details below for credit card processing:**

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Exp. Date

\_\_\_\_\_  
3 digits - back of card

\_\_\_\_\_  
Name as listed on your card

\_\_\_\_\_  
Zip Code (relates to address on credit card)

**By signing this contract, I agree to participate as a vendor in the 2023 German Christmas Market and will follow the rules and regulations contained herein. I will submit all required materials before September 1, 2023.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_\_) \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Website: \_\_\_\_\_

Do we have your permission to post your information on our GCM website and/or Facebook? \_\_\_\_\_ Yes \_\_\_\_\_ No

**Photos to use for jury selection (New Vendor MUST choose one):**

- Please use photos from Vendor website or Etsy for jury selection
- I've enclosed Photos for use in jury selection (photos will not be returned)

**REQUIRED INFORMATION: Products to be sold** plus pricing of product(s) (attach additional pages as needed):

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**Checklist:**

**Please check off all paperwork below before submitting your application. Any missing materials will delay our consideration, and your participation will not be confirmed.**

- Insurance Certificate
- Terms & Conditions – Read and sign
- Vendor Fee Schedule and payment **in FULL**
- Photos or link to website with photos of products and pricing
- Electrical requirement form filled out and signed (Page 10)



# Electrical Requirements

Vendor Name

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Location (to be filled out by Vendor Coordinator)

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Electrical Appliances you will be using (PLEASE LIST ALL)

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IMPORTANT – What is your total Watts consumption of all appliances?

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By signing below you agree to comply with and not exceed the consumption you have agreed to above.

You have agreed: NO electric or propane heaters, NO electric blankets, and NO halogen bulbs to be used.

Failure to comply with this agreement may terminate your contract with immediate effect.

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Vendor Signature