



Revised: 20240201

23rd Annual German Christmas Market

“Weihnachtsmarkt”

Sussex County Fairgrounds, Augusta, NJ

In 2024 we will celebrate our 23rd German Christmas Market. To date, the committee has donated over \$490,000 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.

We are now accepting nonprofit applications for the 2024 market. Please note the following:

- 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.
- GCMNJ reserves the right of application denial based on quality, sourcing and Vendor variety in addition to other conditions listed herein.

We look forward to another successful year, and we thank you for your interest! Feel free to email me with questions at my email address: vendors@germanchristmasmarketnj.org

Mailing address for applications, payment (if paying by check), etc:

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

Kind regards,
Scott Foy
GCMNJ Vendor Coordinator

IMPORTANT DATES AND INFORMATION

- August 31st, 2024:** Latest date to apply.
- September 30th, 2024:** Latest date to cancel your application without penalty. After this date, should you need to cancel, your fees are deemed non-refundable.
- October 2024:** Setup instructions (which will include a specified Vendor parking area) will be sent to all Vendors. Vendors are required to return a signed copy of the setup instructions to the Vendor Coordinator not later than November 15th.
- November 1st, 2024:** Latest date to apply for Permits from Frankford Township & Sussex County. Frankford Township and Sussex County may reject permit applications received after November 1st.
- November 15th, 2024:** Latest date to return the signed copy of the setup instructions to the Vendor Coordinator.
- November 15th, 2024:** Latest date to provide COIs to Vendor Coordinator.
- December 5th, 2024:** Vendor setup day. Setup is Thursday ONLY. Vendors will NOT be allowed to setup on the morning of Friday, December 6th.

The German Christmas Market of New Jersey opens to the General Public on these dates:

Friday, December 6 th	10 AM – 9 PM
Saturday, December 7 th	10 AM – 9 PM
Sunday, December 8 th	10 AM – 5 PM

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

Sunday, December 8th: **No earlier than 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.

DESCRIPTIONS OF THE LOCATIONS AVAILABLE TO NONPROFITS

*****SEE MAPS ON WEBSITE FOR LAYOUT DETAILS & SPACE NUMBERS*****

*****Layouts in some locations are slightly different than 2023*****

Pavilions 2, 3, 4, and 5

- Approximately 10'x10' outdoor spaces located at Sussex County Fairgrounds.
- The large Tannenbaum Tent is considered an outside space (as compared to Vendor Halls A & B); however, we attempt to provide heat such that the Vendor spaces are slightly warmer than Pavilions 2-5, Huts, and other outside spaces.
- Pavilions 2 – 5 are wrapped in plastic sheeting to help mitigate wind and precipitation.
- Vendor is responsible to provide own tent, furniture, furnishings, lighting, and **outdoor commercial-grade extension cord** (length will be advised by Vendor Coordinator.)
- For safety: **NO electric or propane heaters, NO electric blankets, and NO halogen bulbs are allowed.**
- Vendor Tents MUST be secured with weights in accordance with manufacturer's instructions. External tie-down straps/cords are not allowed without prior approval from the Vendor Coordinator.**
- If a Hut is chosen, ONLY Command Strips are allowed to hang items. NO nails, tacks or other fasteners, which would permanently mar or damage the structure are allowed. Hut sizes might vary between 10'x10' and 15'x10' depending on our supplier's inventory.**
- All spaces will have access to electrical connectivity.** All Vendors must complete the enclosed Electrical Requirements form. If you don't require electrical connectivity, please say so on the form.

Terms and Conditions 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 by the Committee's 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 an "ACORD 25 Form, Certificate of Liability Insurance" (COI) with the following mandatory "Commercial General Liability" minimum coverage limits and details:**
 - i. **Each Occurrence: \$1,000,000**
 - ii. **Damage to Rented Premises (ea occurrence): \$300,000 (New for 2024)**
 - iii. **Med Expense (any one person): \$5,000 (New for 2024)**
 - iv. **Certificate Holders (may be combined on a single form or on two separate forms):**
 1. **German Christmas Market of New Jersey, P.O. Box 113, Sparta, NJ 07871**
 2. **Sussex County Fairgrounds, 37 Plains Road, Augusta, NJ 07822**
 - v. **Additional Insured: The "ADDL INSR" block MUST be checked and the COI should specify in the "Description of Operations" section that the "German Christmas Market of New Jersey" and the "Sussex County Fairgrounds" are additional insured entities**
 - vi. **Cover 4 days: Thursday, December 5th, 2024 (setup) - Sunday, December 8th, 2024**
 - vii. **Issued in your contract/business name**
 - viii. **Send a copy of the COI to the Vendor Coordinator when you are approved to participate at our Event, or as soon as possible thereafter. COIs that meet all of the above criteria must be provided to the Vendor Coordinator no later than November 15th, 2024.**
- b. **If a certificate of insurance is not available from your insurance company, Vendors may obtain one through Provident Protection Plus (formerly SB One): Roger Roux, 973-579-6776.**
- c. **Vendors are 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.**
- d. **Vendors will not be approved to operate if you do not provide a COI in accordance with the above criteria by November 15th, 2024. Refunds will not be offered due to COI problems.**

2. Permits: PERMITS FROM BOTH FRANKFORD TOWNSHIP AND SUSSEX COUNTY ARE REQUIRED FOR FOOD VENDORS AND, POSSIBLY, OTHER VENDORS AS WELL. Vendors must 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; Phone: 973-948-5566**
 2. **Website for forms: https://frankfordtownship.org/municipal/applications_forms/**
- ii. **Sussex County (Temporary Food Establishment Application Form T)**
 1. **201 Wheatsworth Road, Hamburg, NJ 07419; Phone: 973-579-0370**
 2. **Website for forms: <https://www.sussex.nj.us/cn/FormCenter/?tpid=588>**

b. Frankford Township:

- i. **Construction Permit:** May be required for outdoor Vendor tents or other outdoor temporary structures used between December 1 and March 31.

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, December 5th.

iii. **(FOOD VENDORS ONLY) Temporary Food Vendor Application (aka Temporary Retail Food Establishment Application):**

1. 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.
2. All Vendors requiring a Food Vendor permit MUST be setup and available for inspection the day prior to the start of the Event, Thursday, December 5th.

c. **Sussex County: (FOOD VENDORS ONLY) -- Temporary Food Establishment Application Form T:** All Vendors selling food or drink must 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. **WARNING: Frankford Township and/or Sussex County may reject permit applications received after November 1st.** As a reminder, work directly with Frankford Township and Sussex County personnel for all permits. **VENDORS ARE NOT APPROVED TO OPERATE UNTIL REQUIRED PERMIT APPLICATIONS FROM BOTH FRANKFORD TOWNSHIP AND SUSSEX COUNTY ARE SUBMITTED, FEES PAID, APPROVED, AND PERMIT ISSUED.**

3. **Setup:**

- a. Detailed instructions will be emailed to Vendors in October. Setup is Thursday, December 5th, 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 set up 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. 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 (i.e. Linzer Tarts, Stollen), candies, prepackaged foods, and advent calendars. This restriction includes imported wooden German: Christmas Pyramids, Incense Smokers, ornaments, decorations, and nutcrackers. This also includes products made to imitate authentic German-made Christmas décor. Additional food restrictions are: Pretzels, German sausages (Bratwurst, Frankfurters, Weisswurst, Nuremberg), Spätzle, condiments, 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. **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.
7. **Electrical Access:** All Vendors must complete the Electrical Requirements page of the application. Vendors are limited to a maximum of 1,500 watts per space. Requests for additional electrical capacity will be considered on a case-by-case basis.
8. **Alcohol:** Vendors MUST NOT sell alcoholic beverages.
9. **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.
10. **Cancellation:** If the Vendor cancels any time before October 1, 2024, all fees paid will be refunded. If the Vendor cancels on or after October 1, 2024, the Vendor fees will NOT be refunded. The Committee retains, in its sole discretion, the right to suspend, with immediate effect, any and all operations of any Vendors deemed to be unsafe, unlawful or unacceptable for any reason, including bad behavior or threatening harm to others.
11. **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.
12. **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.
13. **Injury and Hazard Reporting:** In an emergency, Vendors should call 911. If a Vendor suffers an injury or observes a hazard that might cause an injury, the Vendor must notify the Vendor Coordinator as soon as possible. The Event has on-site paramedics.
14. **Vendor Parking:** Vendors must park in the designated Vendor Parking area at the Event. The specific Vendor Parking area will be annotated in the Setup Instructions provided in October.
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. **Vendor Fee Payment:** **Nonprofit applications must include the total \$150 Vendor Fee to be considered.**
17. **No Rain/Snow Date:** The Event will occur regardless of inclement weather and will not be rescheduled to a different date.
18. **Failure to comply:** Vendors that fail to comply with the information and/or requirements contained in this contract are subject to one or all of the following:
 - a. Termination of participation/operation at the Event without refund of Vendor Fee.
 - b. An additional fee, to be determined solely by the Committee, separate from the standard Vendor Fee as listed on the Vendor Fee Schedule.
 - c. No participation at future Events.

NONPROFIT VENDOR FEE SCHEDULE:

- The German Christmas Market of New Jersey is pleased to offer the same rates as the past three years!
- Send a \$150 payment with your application.
- Please check one or more desired location (prioritize multiple options with a #1, #2, #3....) Write in desired space numbers if appropriate. Refer to our layout plan on our website.

Pavilion 2 (outside space) \$150 _____

Pavilion 3 (outside space) \$150 _____

Pavilion 4 (outside space) \$150 _____

Pavilion 5 (outside space) \$150 _____

Payments are accepted by check or credit card:

Make checks payable to: German Christmas Market of New Jersey

Mail checks to: P.O. Box 1771, Sparta, NJ 07871

**For payment by credit card, an additional 3.5% fee
will be added to your TOTAL payment**

Please complete the following details below for credit card processing:

Credit Card Number

Exp. Date

3 or 4 digit code (CVV)

Name as listed on your card

Zip Code (billing address for credit card)

CONTACT AND MERCHANDISE INFORMATION

Business Name: _____

Print Your Name: _____

Contact Name (if different from above): _____

Email: _____@_____

Phone: (_____) _____ Cell Phone: (_____) _____

Mailing address: _____

City: _____ State: _____ ZIP: _____

Website: _____

May we post your business name and pictures/description of your merchandise on our GCMNJ website and/or Social Media Accounts? _____ Yes _____ No

Photos for jury selection (New Vendor MUST choose one ... Returning Vendor must provide photos of new items):

- Please use photos from Vendor's website or Etsy
- I emailed photos with my application or sent via the mail (mailed photos will not be returned)

REQUIRED MERCHANDISE INFORMATION:

1. **Merchandise Deconfliction:** We make a serious effort to limit the number of Vendors that sell similar products. We are a large event and can't guarantee exclusivity; however, we will do our best to remain at or below the ratio of similar Vendors established in 2023. To assist us with our merchandise deconfliction efforts, please describe the primary product line that we should deconflict. (Note: be as specific as possible ... "art", "jewelry", "clothing", or "home décor" are too generic. "Copper Jewelry", "Framed Oil Painting Art", "Children's Clothing", or "Resin Kitchen Décor" are desired characterizations.)

Primary Product Line (only list one category of merchandise):

2. **Detailed description of all Products to be sold (both New Vendors as well as Returning Vendors) plus pricing of product(s) ... attach additional pages as needed:**

ELECTRICAL REQUIREMENTS

Vendor's Business Name: _____

Electric Appliances you will be using (PLEASE LIST ALL)

IMPORTANT – What is your total Watts consumption of all appliances? (Maximum 1,500 Watts per Vendor space. Requests for additional electrical capacity will be considered on a case-by-case basis.)

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

You have agreed that you will NOT use electric or gas heaters, electric blankets, or halogen bulbs.

SIGNATURE PAGE

By signing below, you affirm that you have fully read and agree to comply with the information and requirements contained in the following sections of this contract:

- Welcome Letter (page 1)
- Important Dates and Information (page 2)
- Description of the Different Locations (page 3)
- Terms & Conditions to Participate (pages 4, 5, and 6)
- Vendor Fee Schedule (page 7)
- Contact and Merchandise Information (page 8)
- Electrical Requirements (page 9)

Print Vendor's Business Name _____

Print Your Name _____

Signature _____

Date _____

Checklist

Please check off all required items. Any missing materials will adversely affect your acceptance and/or participation.

SEND WITH YOUR APPLICATION TO THE VENDOR COORDINATOR:

- Completed Application (pages 7, 8, 9, and 10):** send via email (pictures or scans of each page are acceptable) or via standard mail (e.g. USPS or FEDEX)
- Vendor Fee:** \$150 credit card payment or personal check
- Photos/Website:** Include Photos of your merchandise and pricing (or include on your application a website containing this information) ... this is mandatory for all NEW VENDOR applications and also for RETURNING VENDORS from the 2023 Event that want to sell new items.

SEND TO THE VENDOR COORDINATOR AS SOON AS POSSIBLE AFTER YOU ARE ACCEPTED AND HAVE BEEN ASSIGNED A SPACE:

- Certificate of Insurance (COI):** send via email (pictures or scans of each page are acceptable) or via standard mail (e.g. USPS or FEDEX). **Accurate COIs must be provided no later than November 15th, 2024.**
- Copies of Permits:** if you are required to have one or more permits from Frankford Township or Sussex County (Fire Safety, Food, and/or Construction), send copies of the approved permits via email (pictures or scans of each page are acceptable) or via standard mail (e.g. USPS or FEDEX). **Apply for your Permits AS SOON AS POSSIBLE FOLLOWING ACCEPTANCE, BUT NO LATER THAN NOVEMBER 1ST, 2024.**

Best of luck for a fun and profitable experience at the 2024 German Christmas Market of New Jersey!

My email address is: vendors@germanchristmasmarketnj.org

My mailing address is:

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