



175 E. Main Street | Brevard, NC 28712 | 828-884-3278

[www.brevardnc.org](http://www.brevardnc.org) | [www.whitesquirrelfestival.com](http://www.whitesquirrelfestival.com) | [www.halloweenfest.com](http://www.halloweenfest.com)

## **HEART OF BREVARD 2018 NON PROFIT BOOTH APPLICATION**

**You must submit a new application for each festival to which you apply.**

**All applications must be accompanied by full payment in order to be considered.**

When returning the application to HOB, send pages 2 and 3 that include your information. You need to keep the remainder of the application for your records.

**WHITE SQUIRREL FESTIVAL** – Friday through Sunday, May 25-27, 2018

2016 ATTENDANCE: Approximately 30,000

Vendor operating hours: Saturday 9:00am-6:00pm, Sunday 12:00pm-6:00pm

**APPLICATION DEADLINE: May 4, 2018 (Early Bird Discount of \$30.00 if application received before this date)**

**4<sup>th</sup> OF JULY** – Wednesday, July 4, 2018

2015 ATTENDANCE: Approximately 15,000

Vendor operating hours: Wednesday 9:00am-5:00pm

**APPLICATION DEADLINE: June 13, 2018 (Early Bird Discount of \$30.00 if application received before this date)**

**HALLOWEENFEST** – Saturday, October 27, 2018

2015 ATTENDANCE: Approximately 15,000

Vendor operating hours: Saturday 10:00am-5:00pm

**APPLICATION DEADLINE: Oct. 5, 2018 (Early Bird Discount of \$30.00 if application received before this date)**

**You will need all of the following to participate in Heart of Brevard Festivals.**

**1) Complete Application, 2) Full Payment, 3) Proof of liability insurance.**

Certain vendors depending on booth activity may be required to carry additional insurance.

Office Use Only: Date Rcvd \_\_\_\_\_ Paid Check  Paid PayPal  Certificate of Insurance  Electricity



## NON PROFIT APPLICANT INFORMATION

|  |        |                             |          |
|--|--------|-----------------------------|----------|
| Date Submitted:  |        | Received:                   |          |
| Festival you are applying for: <b>CIRCLE ONLY ONE:</b> White Squirrel                      July 4 <sup>th</sup> HalloweenFest      |        |                             |          |
| <b>ALL NON PROFITS MUST SUBMIT PICTURES AND SCANNED APPLICATION TO: <a href="mailto:info@brevardnc.org">info@brevardnc.org</a></b> |        |                             |          |
| Representative's First Name:   |        | Representative's Last Name: |          |
| Organization Name:   |        |                             |          |
| Street Address:  |        | City:                       | State:   |
|  |        |                             | Zip:     |
| Phone:   | Phone: | Email:                      | Website: |
| Emergency Contact Name:  |        | Emergency Contact Phone:    |          |

### FEE SCHEDULE

**ALL PRICES LISTED ARE FOR ONE 10 X 10 VENDOR BOOTH SPACE**

|  | WHITE SQUIRREL FESTIVAL | 4TH OF JULY | HALLOWEENFEST |
|--|-------------------------|-------------|---------------|
| FIRST NON PROFIT BOOTH SPACE           | 50.00                   | 30.00       | 30.00         |
| Each ADDITIONAL Non Profit Booth Space | 215.00                  | 150.00      | 150.00        |

**APPLICATION FEE FOR EACH APPLICATION IS 30.00**

**Early Bird Discount of 30.00 if application received prior to application deadline date.**

175 E. Main Street | Brevard | NC 28712 | 828-884-3278

| FEES   |                         | SUBTOTAL | TOTAL DUE |
|--|-------------------------|----------|-----------|
| Non Profit Booth Space Fee   | # of Booth Spaces: (1)  |          |           |
| Additional NP Booth Space Fee  | # of Additional Spaces: |          |           |
| 110 Electric – VERY LIMITED AVAILABILITY   |                         | 40.00    |           |
| <b>Application Fee – Due for EVERY application submitted.<br/>NON REFUNDABLE</b> |                         | 30.00    | 30.00     |
| <b>Early Bird Discount (See dates on cover letter)</b>                           |                         | -30.00   |           |
| <b>TOTAL – Please write in your appropriate charges and total.</b>               |                         |          |           |

#### AVAILABLE PAYMENT OPTIONS

**NOTE: Your application will not be processed without full payment.**

PayPal: [info@brevardnc.org](mailto:info@brevardnc.org)      OR      Mail check to: 175 E. Main Street, Brevard, NC 28712

Payment may be sent via email through Paypal using [info@brevardnc.org](mailto:info@brevardnc.org).

OR a check may be mailed to Heart of Brevard, 175 E. Main Street, Brevard, NC 28712

**Application fee not refundable. Booth fees are not refundable if cancellation is within 2 weeks of the event.**

SIGNATURE \_\_\_\_\_

## **NON PROFIT BOOTH DETAILS**

Please describe below the nature of booth and any activities associated with it.

## GENERAL FESTIVAL INFORMATION

- ❖ Each of our festivals is unique and all are themed. Feel free to decorate, dress up, or sell **handmade** items that fit the appropriate theme.
  - White Squirrel Festival is music and arts festival themed around Brevard's unique population of white squirrels.
  - 4<sup>th</sup> of July Celebration has an Americana theme. The Transylvania Community Arts festival takes place at the same time and requires a separate application, TCARTS.org.
  - HalloweenFest is all things Transylvania (where else) and has a definite Halloween flair.
- ❖ **CRAFT VENDORS** - All crafts must be handmade. Artists and Craftsmen are strongly encouraged to demonstrate at your booth. All products must be approved by Heart of Brevard Festival Committee. Any items that are not handmade will jeopardize your acceptance into the festival.
- ❖ **FOOD VENDORS – Food vendors MUST REMOVE ALL TRASH, INCLUDING COOKING OIL AND/OR GREASE.** Menu must be approved upon receipt of application to avoid duplication of food items among other vendors and our downtown restaurants. Only Food Vendors that are approved by the health department to cook and serve food. Please note that HOB reserves the right to ask you to alter your menu based on other accepted food vendors and restaurant menus. Food vendors are also required to apply directly to the Transylvania County Health Department and pay their \$75.00 Food Service Application fee.
- ❖ **NON-PROFIT BOOTHS** - All Non-profit booths must have an activity for their booth that engages the public. Please give a detailed description above of your activities above. **This is required in order to be assigned a booth space in the festival. If you need help with ideas, contact our office, or go to our website. Non-profits wishing to cook and sell food must apply as a food vendor.**
- ❖ All of our events are rain or shine, so come prepared for weather conditions. **Keep in mind, however, that refunds are not issued for weather-related conditions and the event may be cancelled or shortened at the discretion of Heart of Brevard.** (Check with your insurance agent about event insurance that provides coverage for this.)
- ❖ You will be notified of acceptance into the festival for which you are applying shortly after your application is received. You will receive an email with your booth assignment and pertinent check-in information about a week before the festival. There will also be volunteers at the festival entrance (N. Broad Street) to help you find your spot. Booths will be assigned to you taking into consideration many factors, including other vendors and the types of merchandise sold in our downtown stores.
- ❖ Keep in mind that Heart of Brevard, its officers, directors, representatives, employees, and agents shall have no responsibility whatsoever for any loss or damage to Vendor's equipment, supplies, goods or other property.
- ❖ You will be responsible for your own booth setup. Please bring your own tent, tables, chairs, fire extinguisher, weights, cords, and tape. **NOTE: Each tent must have 40lb weights for each leg.** Weights will be enforced by the Brevard Fire Department. If you forget them, you may purchase sand bags and 5 gallon buckets at Ace Hardware or Lowe's.

- ❖ If you arrange for electricity, **YOU ARE RESPONSIBLE** to bring a 100-foot heavy-duty extension cord and tape with which to secure it.
- ❖ Set-up times will be 2 hours before the opening time of the festival. Streets will open 1 hour after the ending time for each festival, so you will have one hour to break down and have your items moved out. Streets for White Squirrel Festival will remain closed on Friday and Saturday nights, so you will not have to tear down overnight.
- ❖ Law enforcement does not allow vehicles on the streets at any time while the streets are closed.

Please keep a copy of this agreement for your records.

Please note that returning this application does not guarantee your entry to the festival.

Note: No refunds given if cancellation is made within 14 days of the festival date.

Cancellation prior to 14 days will result in a refund of 50% of money paid.

**Application Fee is always non-refundable.**

## **VENDOR PARTICIPATION AGREEMENT**

### USE OF ALLOCATED SPACE(s)

- Vendor spots are assigned based on a selection process. No mass manufactured or produced products will be allowed. Heart of Brevard (HOB) reserves the right to reject any application for any reason. Selected vendor placement is determined by the needs of the festival – **PREVIOUS LOCATIONS ARE NOT GUARANTEED.**
- HOB reserves the right of approval for all food vending units. If your unit is a size larger than 15' long and 8' high, please indicate your setup under booth details.
- HOB reserves the right of approval for all items to be sold, and the specific price to be charged for each item in order to insure value and consistency.
- Vendor shall provide adequate personnel to staff booth for the entirety of the festival operating hours, as well as set-up and tear-down.
- Vendor may not sell or consume alcoholic beverages.
- **Vendor shall not use noisemaking devices or public address systems in or around their allocated space without prior approval of the festival committee, pursuant to the Code of Ordinances of the City of Brevard.**
- Vendor shall comply with all laws, ordinances, rules and regulations of any lawful authority, agency or government entity which apply to the use of its vending unit requirements, including and without limitation, any applicable fire and building code of the City of Brevard, and health regulations of the Transylvania County Health Department. **Only Food vendors are approved by the health department to cook and sell food in the festival area.**
- Vendor agrees to indemnify and hold harmless the Heart of Brevard, the City of Brevard, and Transylvania County, its officers, directors, representatives, employees, and agents for all penalties, fines, costs, expenses, damages, from the participating vendor's failure to comply with such laws.
- Vendor accepts decision of HOB Executive Director or board in disputes between vendor and any other festival participant or on any matter not covered by this agreement.

### CARE OF ALLOCATED SPACE AND VENDING UNITS

- **Vendor space is defined as your 10x10 area. Vendors are not allowed to operate outside of this area. This includes such activities as roaming the streets to: sell your items, collect money, give out paraphernalia, converse with attendees regarding your message or mission, or putting items or décor outside of the defined booth area or in the street.**
- Vendor shall maintain allocated space and vending unit in a neat, safe and orderly condition during the festival. **Vendor property in the back of the booth must be stacked/stored to maintain an appropriate appearance in front of the downtown business.**

- Vendor shall be responsible for set-up and removal of their own equipment, fixtures, inventory and other property. **Tear down of your booth can begin at festival ending time and will last for one hour.**
- At the end of the festival, vendor shall surrender allocated space to the City of Brevard in the same condition as when vendor assumed occupancy and, if necessary, shall pay to the City of Brevard such amounts as shall be sufficient to restore such space to the same condition as when vendor arrived, including removal of any and all trash.
- Vendor shall furnish their own trash containers and bags, and bag all garbage and trash on a regular basis during the Festival. At the conclusion, **vendor must remove garbage and equipment from the allocated vending space.**

SECURITY -- Vendor agrees that HOB, its officers, directors, representatives, employees, and agents shall have no responsibility whatsoever for any loss or damage to Vendor's equipment, supplies, goods or other property. Minimal security will be provided overnight for White Squirrel Festival. Vendor acknowledges awareness that street sweepers and washers may come through the street after the Festival and may cause damage to any remaining equipment, fixtures, etc.

LIABILITY -- Neither the Heart of Brevard, the City of Brevard nor Transylvania County shall be liable for any loss or damage to the property of a vendor or any of its representatives, employees, agents, patrons and guests, because of inclement weather, fire, robbery, accidents, or any other cause whatsoever that may arise during the Festival. Vendor shall be prepared to continue vending from the allocated space in the event of rain. If weather becomes too inclement to operate vending booths, HOB and Law Enforcement will make the final determination concerning the festival.

TERMINATION -- Upon a breach of this contract, HOB reserves the right to terminate this agreement between HOB and the vendor. Upon termination, vendor shall have no further rights and HOB shall have no further obligations to the vendor or its agents.

I have read the General Terms of Vendor Participation Agreement and agree to abide by the rules and all terms and conditions set forth herein.

Vendor has read and agrees to comply with rules and regulations set forth by the Heart of Brevard, the Transylvania County Health Department and their representatives, employees, and agents. Vendor agrees to contact the appropriate agencies for all regulatory information and necessary permits. Vendor agrees to indemnify and hold harmless representatives, employees, and agents of the Heart of Brevard, the City of Brevard, or the Transylvania County Health Department, and all other agencies against any and all claims of any person whomsoever, for acts or omissions of the vendor, its representatives, employees, agents, patrons, or guests.

Signature verifies that you have read the above general terms and agree on all points. I understand that this is a binding legal document.

SIGNATURE \_\_\_\_\_

## VENDOR PARTICIPATION AGREEMENT

### USE OF ALLOCATED SPACE(s)

- Vendor spots are assigned based on a selection process. No mass manufactured or produced products will be allowed. Heart of Brevard (HOB) reserves the right to reject any application for any reason. Selected vendor placement is determined by the needs of the festival – **PREVIOUS LOCATIONS ARE NOT GUARANTEED.**
- HOB reserves the right of approval for all food vending units. If your unit is a size larger than 15' long and 8' high, please indicate your setup under booth details.
- HOB reserves the right of approval for all items to be sold, and the specific price to be charged for each item in order to insure value and consistency.
- Vendor shall provide adequate personnel to staff booth for the entirety of the festival operating hours, as well as set-up and tear-down.
- Vendor may not sell or consume alcoholic beverages.
- **Vendor shall not use noisemaking devices or public address systems in or around their allocated space without prior approval of the festival committee, pursuant to the Code of Ordinances of the City of Brevard.**
- Vendor shall comply with all laws, ordinances, rules and regulations of any lawful authority, agency or government unity which apply to the use of its vending unit requirements, including and without limitation, any applicable fire and building code of the City of Brevard, and health regulations of the Transylvania County Health Department. **Only Food vendors are approved by the health department to cook and sell food in the festival area.**
- Vendor agrees to indemnify and hold harmless the Heart of Brevard, the City of Brevard, and Transylvania County, its officers, directors, representatives, employees, and agents for all penalties, fines, costs, expenses, damages, from the participating vendor's failure to comply with such laws.
- Vendor accepts decision of HOB Executive Director or board in disputes between vendor and any other festival participant or on any matter not covered by this agreement.

### CARE OF ALLOCATED SPACE AND VENDING UNITS

- **Vendor space is defined as your 10x10 area. Vendors are not allowed to operate outside of this area. This includes such activities as roaming the streets to: sell your items, collect money, give out paraphernalia, converse with attendees regarding your message or mission, or putting items or décor outside of the defined booth area or in the street.**
- Vendor shall maintain allocated space and vending unit in a neat, safe and orderly condition during the festival. **Vendor property in the back of the booth must be stacked/stored to maintain an appropriate appearance in front of the downtown business.**
- Vendor shall be responsible for set-up and removal of their own equipment, fixtures, inventory and other property. **Tear down of your booth can begin at festival ending time and will last for one hour.**
- At the end of the festival, vendor shall surrender allocated space to the City of Brevard in the same condition as when vendor assumed occupancy and, if necessary, shall pay to the City of Brevard such amounts as shall be sufficient to restore such space to the same condition as when vendor arrived, including removal of any and all trash.
- Vendor shall furnish their own trash containers and bags, and bag all garbage and trash on a regular basis during the Festival. At the conclusion, **vendor must remove garbage and equipment from the allocated vending space.**

SECURITY -- Vendor agrees that HOB, its officers, directors, representatives, employees, and agents shall have no responsibility whatsoever for any loss or damage to Vendor's equipment, supplies, goods or other property. Minimal security will be provided overnight for White Squirrel Festival. Vendor acknowledges awareness that street sweepers and washers may come through the street after the Festival and may cause damage to any remaining equipment, fixtures, etc.

LIABILITY -- Neither the Heart of Brevard, the City of Brevard nor Transylvania County shall be liable for any loss or damage to the property of a vendor or any of its representatives, employees, agents, patrons and guests, because of inclement weather, fire, robbery, accidents, or any other cause whatsoever that may arise during the Festival. Vendor shall be prepared to continue vending from the allocated space in the event of rain. If weather becomes too inclement to operate vending booths, HOB and Law Enforcement will make the final determination concerning the festival.

TERMINATION -- Upon a breach of this contract, HOB reserves the right to terminate this agreement between HOB and the vendor. Upon termination, vendor shall have no further rights and HOB shall have no further obligations to the vendor or its agents.

I have read the General Terms of Vendor Participation Agreement and agree to abide by the rules and all terms and conditions set forth herein.

Vendor has read and agrees to comply with rules and regulations set forth by the Heart of Brevard, the Transylvania County Health Department and their representatives, employees, and agents. Vendor agrees to contact the appropriate agencies for all regulatory information and necessary permits. Vendor agrees to indemnify and hold harmless representatives, employees, and agents of the Heart of Brevard, the City of Brevard, or the Transylvania County Health Department, and all other agencies against any and all claims of any person whomsoever, for acts or omissions of the vendor, its representatives, employees, agents, patrons, or guests.

**Signature on first page above verifies that you have read the above general terms and agree on all points. I understand that this is a binding legal document.**



