



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

2019 FOOD VENDOR APPLICATION

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

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

-Return **ONLY** pages 2 and 3 that include your information.

-Please keep the remainder of the application for your records.

WHITE SQUIRREL FESTIVAL – Friday through Sunday, May 24-26, 2019

Vendor operating hours: Sat. 9:00am-6:00pm, Sun. 12:00pm-6:00pm

APPLICATION DEADLINE: April 26, 2019 (Early Bird Discount of \$30.00 if application received before this date)

There will be an additional charge of \$50.00 to participate as a food vendor on Friday night, May 24.

4th OF JULY – Thursday, July 4, 2019

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

APPLICATION DEADLINE: June 6 , 2019 (Early Bird Discount of \$30.00 if application received before this date)

HALLOWEENFEST – Saturday, October 26, 2019

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

APPLICATION DEADLINE: Sept. 27, 2019 (Early Bird Discount of \$30.00 if application received before this date)

All Food vendors will need to submit all of the following to be considered for participation in Heart of Brevard Festivals.

- 1) Complete Application, including pictures of your booth set up, 2) Menu Offerings, 3) Full Payment,**
- 4) Proof of liability insurance**

Only submissions with all of these items submitted prior to the application deadline will be eligible for the early bird discount. It is the vendor's responsibility to make sure the submission is complete.

Send all required pictures to festivals@brevardnc.org

Certain vendors, depending on booth activity, may be required to carry additional insurance. We will keep proof of insurance on file for a calendar year, so you only need to resubmit proof if your policy expires.

All festivals are RAIN OR SHINE. Brevard and Transylvania County public safety officials will determine if a festival is to be cancelled due to weather. Refunds are not typically given for cancellation or shortened duration of the event.

All vendor booths are required to be staffed for the entire festival. If you run out of product please use the opportunity to provide information about your business and/or take orders. Leaving early will result in penalties.

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

FOOD VENDOR APPLICANT INFORMATION			
Date Submitted:		Received:	
Festival you are applying for: CIRCLE ONLY ONE: White Squirrel July 4TH HalloweenFest			
Submit scanned application, pictures, and proof of insurance, to: festivals@brevardnc.org			
Applicant's First Name:		Applicant's Last Name:	
Business / Organization Name:			
Street Address:		City:	State: Zip:
Phone:	Phone:	Email:	Website:
Emergency Contact Name: (Other than yourself)		Emergency Contact Phone: (Other than yourself)	
FEE SCHEDULE			
ALL PRICES LISTED ARE FOR ONE FOOD VENDOR BOOTH SPACE.			
Additional spaces at full price based on availability.			
	WHITE SQUIRREL FESTIVAL	4TH OF JULY	HALLOWEENFEST
FOOD VENDOR SPACE FEE	350.00 (Sat. & Sun.)	185.00	185.00



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ELECTRICITY (See NOTE about electricity)	60.00	50.00	50.00
APPLICATION FEE FOR EACH APPLICATION IS 30.00			
Early Bird Discount of 30.00 if application received prior to application deadline date.			

FEES		SUBTOTAL	TOTAL DUE
First Food Booth Space			
Additional Food Booth Spaces			
Application Fee – Due for EVERY application submitted. NON REFUNDABLE		+30.00	+30.00
Elec. LIMITED AVAILABILITY – Please Circle 30 Amp 50 Amp			
Friday night of White Squirrel Festival (Limited availability)		+50.00	
Early Bird Discount (See dates on cover letter)		-30.00	
TOTAL – Please write in your appropriate charges and total.			

AVAILABLE PAYMENT OPTIONS

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

PayPal: info@brevardnc.org OR Mail check to: 175 E. Main Street, Brevard, NC 28712

Booth fees will not be refunded if cancellation is within 2 weeks of the event.
Maximum allowance for cancellations made prior to 14 days will be 50%.

Signature verifies that you have read all pages of this application document, agree on all points, and understand that this is a binding legal document.

SIGNATURE _____

BOOTH DETAILS

NOTE: Heart of Brevard reserves the right to request menu changes based on what other vendors are serving.

ELECTRICITY

If you have requested electricity, please indicate what you will use it for below:

DESCRIPTION OF MENU ITEMS AND PRICING		
	Item	Price
1		
2		

3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

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.
 - 4th 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.

- ❖ **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 may 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.

- ❖ 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 Brevard or Transylvania County public safety officials.** (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.** Weight requirements 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 begin 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

Please read thoroughly, as your signature above indicates that you have read and understand all of this agreement.

USE OF ALLOCATED SPACE(s)

- Vendor spots are assigned based on a selection process. No mass manufactured or produced products will be allowed at ANY booth. Heart of Brevard (HOB) reserves the right to reject any application for any reason. Selected vendor placement is determined by inherent factors and 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.

- All Vendors (including craft, food, and nonprofit) shall provide adequate personnel to staff booth for the entirety of the festival operating hours, as well as set-up and tear-down.
- Vendors may not sell or consume alcoholic beverages.
- **Vendors 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 unit 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, all officers, directors, representatives, employees, and agents for all penalties, fines, costs, expenses, damages, and injury that result from the participating vendor's failure to comply with such laws.
- Vendor accepts the decision of HOB Executive Director and/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 put 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. All stored items must stay within the allotted booth space. **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 appointed tear down time, 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. (During the White Squirrel Festival there will be someone present overnight roaming the festival area who can alert law enforcement as needed. 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 -- All vendors will be required to show proof of liability insurance in order to be considered for any festival. 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.

Signature on page two of this document indicates that vendor has read all of it and agrees to comply with all rules and regulations set forth by the Heart of Brevard, the Transylvania County Health Department, Brevard and Transylvania County law enforcement and their representatives, employees, and agents. Vendor agrees to contact the appropriate agencies for all regulatory information and necessary permits applying to their business or booth. 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.

Food Operator's Quick Checklist

1. Tent, canopy or other overhead protection
2. Screening and/or fans for controlling flying insects
3. Crates, pallets, etc., to store all equipment and food above the ground
4. Sneeze guard or barrier for food exposed to customers
5. At least a 1 compartment sink and adjacent drain board or counter area
6. Cooler or beverage urns with stop cock nozzle for hot and cold water running under pressure
7. A way to heat water
8. Bottled water (unopened containers) or clean water containers for water obtained on site
9. Adequate number of utensils to allow replacement or washing at least every two hours
10. Bleach or other approved sanitizer
11. Test strips for bleach or other sanitizer being used
12. Hand washing sink or pan, soap and disposable towels
13. Disposable food gloves
14. Trash cans with lids, liners
15. Wastewater collection tank or bucket with lid
16. Hairnets or caps
17. All food and ice from an approved (inspected) source, properly labeled
18. Ice for drinks separate from ice for keeping foods cold
19. A metal stem-type thermometer (0-220 F) for checking food temperatures

20. Letter from owner of approved kitchen for any food prepped away from the booth
21. Copy of permit or approval by regulatory authority of kitchen used for any food prepped away from the booth.
22. Copy of tax exempt letter for non-profit political committee exemption

Health Department Contact information:

Patricia Hawkins, R.S.,

Transylvania County Department of Public Health

98 E. Morgan St., Ste 170 Brevard, NC 28712

(828) 884-3139 x2/Fax: (828) 884-3259

patricia.hawkins@transylvaniacounty.org