



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

2019 NONPROFIT BOOTH APPLICATION

PLEASE NOTE NEW RULES APPLYING TO ALL NONPROFITS.

The intent of having nonprofits at Heart of Brevard's festivals is for local Transylvania County agencies to gain exposure to the community they serve. Heart of Brevard will offer a limited number of nonprofit spots to these agencies. Effective January 1, 2019, Heart of Brevard will offer special pricing to nonprofits that have an annual budget of less than 250,000. (Information based on GuideStar and other available data.)

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)

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)

Nonprofits will need the following to be considered for participation in Heart of Brevard Festivals:

- 1) Completed Application including description of required activity, 2) Full Payment, 3) Proof of liability insurance.**

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. As a nonprofit, you are required to have adequate volunteers to be able to staff your booth for the entirety of festival operating hours.



NON PROFIT APPLICANT INFORMATION

Date Submitted:		Received:	
Festival you are applying for: CIRCLE ONLY ONE: White Squirrel July 4th HalloweenFest			
Submit scanned application and proof of insurance to: festivals@brevardnc.org			
<u>Representative's</u> First Name:		<u>Representative's</u> Last Name:	
Organization Name:			
Street Address:		City:	State: Zip:
Phone:	Onsite Phone:	Email:	Website:
Emergency Contact Name: (Other than yourself)		Emergency Contact Phone: (Other than yours)	

FEE SCHEDULE

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

Additional spaces at full price based on availability.

	WHITE SQUIRREL FESTIVAL	4TH OF JULY	HALLOWEENFEST
NP BOOTH SPACE < \$250K Annual Budget*	75.00	50.00	50.00
NP BOOTH SPACE > \$250K Annual Budget*	150.00	150.00	150.00
Each ADDITIONAL Non Profit Booth Space	225.00	150.00	150.00

(*Nonprofit budget information based on current GuideStar info and other available data.)

APPLICATION FEE FOR EACH APPLICATION IS 30.00

FEES	SUBTOTAL	TOTAL DUE
First Non Profit Booth Space Fee		
Additional Non Profit Booth Space Fee # of Additional Spaces:		
Application Fee – Due for EVERY application submitted. NON REFUNDABLE	+30.00	+30.00
110 Electric_VERY LIMITED AVAILABILITY – Must be approved	+40.00	
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 _____

NONPROFIT BOOTH DETAILS

NOTE OF REQUIREMENTS FOR NONPROFITS:

All Nonprofits are required to have an activity or game that engages the public.

You may also give out information about your organization.

There are 15 non-profit spots for White Squirrel Festival 2019.

Please describe your booth activity below. Please include any products you plan to sell.

ACTIVITIES

PRODUCTS AND PRICING

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.
- ❖ **NONPROFIT BOOTHS** - All Nonprofit 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. Non-profits wishing to cook and sell food onsite must apply as a food vendor.**
- ❖ If a nonprofit is selling a product, it must be handmade and meet the same requirements as a craft vendor. This means that the product must go through a jury approval process.
- ❖ 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 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. You will have to make arrangements to load/unload your vehicle and set up your booth. Booth locations will be assigned 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, electric cords, and tape to secure any cords. **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. These items will not be provided for you.
- ❖ 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

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.

