



## Vendor & Exhibitor Application

### May 21<sup>st</sup>, 2016 | 12 pm to 6 pm

#### Application Process

To guarantee a place in the event, vendors should submit their paperwork and fees by May 13<sup>th</sup> 2016. Food vendors will be subject to a May 6<sup>th</sup> deadline for Health Department paperwork (See Section Below). Applications should include a listing and photos samples (if appropriate) of any items being sold, distributed, demonstrated, etc. This listing is used to arrange and diversify the event. The Town will allow similar but avoid identical items. For example only one Avon representative will be allowed but other vendors could still sell makeup products. On the Monday prior to the event vendors will be contacted with their assigned location and other specific event information.

#### Fees

<u>Vendor Type</u>	<u>First Space 12'x12'</u>	<u>Extra Spaces</u>	<u>Electricity*</u>
Non-Profit (501C)**	\$10	\$10	\$10*
Standard Vendor	\$25	\$10	\$10*

\*See section on Utilities for details regarding electrical service

\*\*Proof of non-profit tax exempt status must be provided with application

#### Food Permits & Taxes

Vendors are solely responsible for collecting, reporting, and paying appropriate taxes. All persons distributing food as samples or for sale must obtain permits from the Cleveland County Health Department by May 6<sup>th</sup>. Requirements vary based on food type and organization type but all persons with food must contact the Health Department at 704-484-5130. Additional forms for Food Vendors can be found on the town's website [BoilingSpringsNC.net/events](http://BoilingSpringsNC.net/events).

#### Location

The event will be located on South Main Street in Boiling Springs North Carolina. The Event Coordinator will determine the location of all vendors within the event. Only one vendor may operate in each space. Vendors may not pair up to circumvent space fees. Spaces may not be reassigned or sublet. Setup for your space must be completed prior to the start of the event and breakdown may not begin until the festival is shut down by the event coordinator.

#### Utilities & Generators

Vendors who request electricity will receive access to electrical outlets on a first come first serve basis. Vendors who pay the electricity charge and do not receive electricity will receive a refund after the event. Vendors with high amp fixtures will need to bring their own power source. **Generators** will be allowed provided that they are in good working order and operate without unreasonably disrupting the event with excessive noise or noxious odors. Generators must be operated at the rear of the vendors slots away from the festival crowds and must be cordoned off in some manner. Water will not be provided and some food vendors may be required by the Health Department to have a self contained potable water supply.

### **General Rules & Guidelines**

1. Vendors must provide their own tables and table coverings. Bare tables will not be permitted.
2. Vendors must have personnel present in their booths throughout the entire event.
3. Vendors may not close earlier than 6pm. Leaving the event early without exigent circumstances will result in being banned from the next year's festival. Operating a vehicle in the event area may result in criminal charges.
4. Tents and other appurtenances will be inspected and must be secured from displacement by wind and weather. Unsecured items will be ordered removed.
5. Vendors must operate within the confines of their designated space. You may peddle or sell in the area immediately in front of their vendor space but may not engage in aggressive sales tactics.
6. Vendors are responsible for cleaning up after their space and any debris generated by their operation. Refuse may be placed in the provided receptacles or piled neatly on the sidewalk behind your vendor space for collection by Event Staff. Please opt to pile bulky items on the sidewalk rather than over-filling garbage cans in the public walking area.
7. Vendors may not interfere with surrounding vendors or the event with loud music or other nuisances that detract from the event.
8. The sale or distribution of alcohol is prohibited.

### **Indemnity Clause**

By signing the final page of this application, applicants agree to defend, indemnify, and hold harmless the Town of Boiling Springs and its employees and agents against any and all losses, expenses, claims, suits, damages, or causes of action whatsoever arising out of the granting of this vendor application and participation in this event and against any order of decrees or judgments which may be entered therein, due to any injury to any person and or property or loss of life sustained in or about the event or associated with the event caused by negligence, intentional acts of the town or vendor, and their employees or agents.

**Vendor Information**

Name of Company/Organization	
Name of Representative	
Position with Organization	
Mailing Address	
Email	
Phone (Business Hours)	
Phone (Day of Event)	

**Check the applicable vendor category and requested services below**

<u>Vendor Type</u>	<u>Fees</u>	<u>Applicable</u>
Standard Vendor	\$25	<input type="checkbox"/>
Non-Profit (501C)*	\$10	<input type="checkbox"/>
Public Safety Agency	NA	<input type="checkbox"/>
Electricity Request	\$10	<input type="checkbox"/>
Extra Spaces	\$10	How Many?

\*furnish proof of 501 status with application

**List items you will be selling, distributing, demonstrating, etc.**


Sign & date to finalize your application and indicate your understanding and agreement to the rules guidelines and indemnity clause detailed in the sections above.

Signed \_\_\_\_\_ Date \_\_\_\_\_

**Payment & Submittal**

Please include check or cash payment when submitting this form. Direct questions to the Town Hall at 704-434-2357. Form can be submitted in person at Town Hall or

RETURN TO: TOWN OF BOILING SPRINGS  
 ATTN: FESTIVAL STAFF  
 PO BOX 1014  
 BOILING SPRINGS NC 28017