

## GENERAL TERMS OF VENDOR PARTICIPATION AGREEMENT

### VENDING UNITS

Vendors should have adequate protection for inclement weather, the sun and heat.

### USE OF ALLOCATED SPACE(s)

1. Heart of Brevard (HOB) reserves the right of approval for the vending unit; a self contained food service unit may not exceed 15 feet in length and 8 feet in height. HOB reserves the right of approval for items to be sold, and the specific price to be charged for each item in order to insure value and consistency.
2. Vendor shall provide adequate personnel for the operating hours of the festival.
3. Vendor may not sell or consume alcoholic beverages.
4. Vendor shall not use noisemaking devices or public address systems in or around their allocated space without prior approval of the festival, pursuant to the Code of Ordinances of the City of Brevard.
5. 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 without limitation, any applicable fire and building code of the City of Brevard, and health regulations of the Transylvania County Health Department.
6. 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.
7. Vendor accepts decision of HOB 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

1. 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.**
2. Vendor shall be responsible for set-up and removal of their own equipment, fixtures, inventory and other property. **Set-up between the hours of 7:00a.m. – 9:00a.m. with removal beginning at 5:00p.m. to be completed by 6:00p.m.**
3. Vendor shall furnish 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.** Vendor shall surrender allocated space to the City of Brevard at the end of the Festival in the same condition as when Vendor assumed occupancy and 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.

### 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. 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 Vendor or any of its representatives, employees, agents, patrons and guests, because of fire, robbery, accidents, or any other cause whatsoever that may arise from Vendor's use or occupancy of its allocated space during the Festival. Vendor agrees to indemnify and hold harmless representatives, employees, and agents of the Festival and/or the City of Brevard against any and all claims of any person whomsoever, from acts or omissions of Vendor, its representatives, employees, agents, patrons, or guests. Vendor shall be prepared to continue vending from the allocated space in the event of rain. Bring appropriate coverage. If weather becomes too inclement to operate vending booths, HOB will be responsible for making final determination of outdoor operations.

### SUBLETTING OR ASSIGNMENT

Vendor shall not sublet, assign or donate allotted space, in whole or in part. Vendor shall occupy only the assigned space.

### TERMINATION

HOB may, at its election, terminate the Participating Agreement between HOB and Vendor any time upon a breach. Upon termination, Vendor shall have no rights and HOB shall have no obligations under the said Participating Agreement.

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

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

Please keep one copy of this agreement for your records

**\*\*\*Application will be accepted April 20<sup>th</sup> thru June 1<sup>st</sup> 2010\*\*\***  
**Festival Hours:**  
**9:00am - 5:00pm**  
**(SATURDAY)**

Vendor / Business Name		
Contact		
Address		
City	State	Zip
Home Phone	Work Phone	
E-mail	Cell Phone	
Preferred form of contact for receiving future vendor applications <input type="checkbox"/> e-mail <input type="checkbox"/> home address		
Number of Spaces (10 x 10) Requested		
Electricity is limited, if electrical hook up is available, non-profit may apply for an additional \$25.00 <input type="checkbox"/> Yes <input type="checkbox"/> No <p align="center"><b>(ONLY IF AVAILABLE:</b> One hook-up only; 110volt circuits; 15amp. Each vendor must provide a fifty (50) foot commercial extension cord)</p> <p align="center">List of appliances needing electricity <b>(with individual amps required)</b>:</p> <p>1.</p> <p>2.</p> <p>3.</p>		
Booth Fee \$ 90.00		
Non-Refundable Application Fee \$ 25.00		
Electric, if yes, add \$25.00 \$		
Total Enclosed \$		

Please make check payable and mail to: Heart of Brevard, 175 East Main St., Suite 200, Brevard, NC 28712

I understand that all the decisions of the Festival Committee are made in keeping with the overall objectives and quality of the festival.

SIGNATURE \_\_\_\_\_

**Note:** There is a 14-day no refund cancellation policy, excluding Application fee.

DATE RECEIVED: \_\_\_\_\_

Description of Item(s):

Items	Price
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

We strongly encourage you to demonstrate your craft at your booth, if possible.

**\*If new vendor or selling something different, please attach photos with application**