
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 7:00 – 9:00a.m. with removal beginning at 5:00p.m. to be completed by 7:00p.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 20th thru June 1st 2010*****
Festival Hours:
9:00am - 5:00pm
(SATURDAY)
FOOD VENDORS MUST ALSO SUBMIT:

- **Certificate of Insurance (Showing proof of coverage for Festival date)**
- **Transylvania Co. Health Dept. Food Service Application**
NC State \$75 Fee (paid directly to TC Health Dept)

| | | |
|---|------------|-----------|
| 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, vendor may apply for an additional \$25.00 <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| (ONLY IF AVAILABLE: One hook-up only; 110volt circuits; 15amp. Each vendor must provide a fifty (50) foot commercial extension cord) | | |
| List of appliances needing electricity (with individual amps required): | | |
| 1. | | |
| 2. | | |
| 3. | | |
| Booth Fee | | \$ 150.00 |
| Non-Refundable Application Fee | | \$ 25.00 |
| Electric, if yes, add \$25.00 | | \$ |
| CLEAN-UP DEPOSIT - \$100 (Separate Check). Refundable if site is cleaned up properly. | | \$100.00 |
| Total Enclosed | | \$ |

VENDOR MUST REMOVE ALL TRASH, INCLUDING COOKING OIL AND/OR GREASE

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

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 Transylvania County Health Department 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 against any and all claims of any person whomsoever, for the acts or omissions of the vendor, its representatives, employees, agents, patrons, or guests.

SIGNATURE _____

Note: There is a 14-day no refund cancellation policy.
Please keep one copy of this agreement for your records

DATE RECEIVED _____

Description Of Item(s), Food(s) Beverage(s) For Sale:

| Food/Beverage | Price |
|---------------|-------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |

Menu must be approved upon receipt of application to avoid inappropriate duplication of food items.

Once menu is approved, vendor should contact Transylvania County Health Department for a county health permit application.

Transylvania County Health Department
Environmental Health
Patricia Hawkins
203 East Morgan Street
Brevard, North Carolina 28712
Phone (828) 884-3139 Fax (828) 884-3140

(Vendors are responsible for applying directly to the Transylvania County Health Department for the \$75.00 Food Service Application).

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

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