



175 E. Main Street | Brevard, NC 28712 | 828-884-3278
www.brevardnc.org | www.whitesquirrelfestival.com | www.halloweenfest.com

HEART OF BREVARD 2017 FOOD VENDOR APPLICATION

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

- **Applications received after the deadline will incur a \$30.00 late fee and booth assignments will be made after other vendors have been placed.**
- **All applications must be accompanied by FULL PAYMENT in order to be considered.**
- **IMPORTANT – NEW PROMOTIONS POLICY:** In order to maintain the integrity of each of our festivals, vendors will be accepted for no more than 2 festivals throughout the year.
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- When returning the application to HOB, send pages 1 and 2 that include your information. You need to keep the remainder of the application for your records.

HALLOWEENFEST – Saturday, October 28, 2017

2016 ATTENDANCE: Approximately 15,000

Vendor operating hours: Saturday 10:00am-6:00pm

APPLICATION DEADLINE: October 7, 2017 ***(After this date there will be a late penalty of \$30.00)***

FOOD TRUCKS - IMPORTANT!!!

Please indicate the size of your truck and what side your serving window is on.



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APPLICANT INFORMATION			
Date Submitted:		Received:	
FESTIVAL FOR WHICH YOU ARE APPLYING:			
Applicant's First Name:		Applicant's Last Name:	
Business / Organization Name:			
Street Address:		City:	State: Zip:
Phone:	Phone:	Email:	Website:
Emergency Contact Name:		Emergency Contact Phone:	
FEE SCHEDULE			
Note: (2017 4 th of July Food vendor price includes 20% discount on booth fee)			
	WHITE SQUIRREL FESTIVAL	4TH OF JULY and HALLOWEENFEST	
FOOD VENDOR SPACE FEE		140	
110 ELECTRICITY (See NOTE about electricity)		50	
APPLICATION FEE FOR EACH APPLICATION IS 30.00			
Late Fee of 30.00 due if application received within 3 weeks from festival start date.			

FEES		SUBTOTAL	TOTAL DUE
Booth Space Fee	# of Booth Spaces:		
110 Electric - VERY LIMITED AVAILABILITY – Please describe why you need electric:		50.00	
Application Fee - Required for EVERY application. Non-Refundable.		30.00	30.00
Late Fee - 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	

Payment may be sent via email through Paypal using info@brevardnc.org.

OR a check may be mailed to Heart of Brevard, 175 E. Main Street, Brevard, NC 28712

Application fee not refundable. Booth fees are not refundable if cancellation is within 2 weeks of the event.

SIGNATURE _____

NOTE about Electricity: THERE IS NO 220 HOOKUP.

LIMITED SUPPLY. One hook-up per vendor; 110 volt, 15amp. Vendors must supply their own commercial extension cord(s) and tape or cord covers to properly secure it.

BOOTH DETAILS

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

DESCRIPTION OF ITEMS FOR SALE 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 themed around Brevard's unique population of white squirrels.
 - 4th of July Celebration has an Americana theme and Brevard's Fine Arts Showcase.
 - Halloweenfest is all things Transylvania and has a definite Halloween flair.
 - Twilight Tour is themed around a home-town Christmas celebration.
- ❖ **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 to 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 that refunds are not issued for weather-related cancellations. (Check with your insurance agent about event insurance which 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. This will be enforced by Brevard Fire Department. If you forget them, you may purchase sand bags and 5 gallon buckets at Ace Hardware or Lowes.
- ❖ 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 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

USE OF ALLOCATED SPACE(s)

- Vendor spots are assigned based on a selection process. No mass manufactured or produced products will be allowed. Heart of Brevard (HOB) reserves the right to reject any application for any reason. Selected vendor placement is determined by 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.
- Vendor shall provide adequate personnel to staff booth for the entirety of the festival operating hours, as well as set-up and tear-down.
- Vendor may not sell or consume alcoholic beverages.
- **Vendor 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 entity 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, 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.
- Vendor accepts decision of HOB Executive Director 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 putting 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. **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 festival, 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. Minimal security will be provided overnight for White Squirrel Festival. 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 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.

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

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 appropriate agencies 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, 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.

Signature above verifies that you have read the above general terms and agree on all points. I understand that this is a binding legal document.

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