



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

**2020 TWILIGHT TOUR
CRAFT AND NON-PROFIT
BOOTH APPLICATION**

Submit a separate application for each festival to which you apply.
You only need to return pages 2 and 3 that include your information.
PLEASE KEEP THE REST OF THE APPLICATIONS FOR YOUR RECORDS.

Twilight Tour – Saturday, December 5, 2020
Vendor operating hours: Saturday from 3:30-7:30
APPLICATION DEADLINE: November 25th, 2020

All vendors need to submit all of the following to be considered for participation in Heart of Brevard Festivals:

- 1) Complete Application
- 2) Pictures of your product, work area or studio, and booth set up
- 3) Full Payment

Scanned applications and required pictures to festivals@brevardnc.org.
Payment may be sent via PayPal using info@brevardnc.org

-All festivals are RAIN OR SHINE. Heart of Brevard, Brevard Police Department, and Transylvania County public safety officials will determine if a festival is to be cancelled or closed early 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. If you run out of product please use the opportunity to provide information about your business and/or take orders. Leaving early will result in vendor not being invited back.



**TWILIGHT TOUR CRAFT AND NONPROFIT
VENDOR APPLICANT INFORMATION**

First Name:	Last Name:		
Business Name:			
Street Address:	City:	State:	Zip:
Land Phone:	Cell Phone:		
Email:			
Website:			

FEES	SUBTOTAL	TOTAL DUE
10 x 10 Craft Booth Space (Only 1 per vendor)		
Non Refundable Application Fee (Due for EVERY application submitted.)	+15.00	
<small>NOTE: Waived if received before the application deadline listed above.</small>		
110 Electric VERY LIMITED AVAILABILITY - Must be approved - Please specify your electric needs	Complimentary	
TOTAL - Please write in your appropriate charges and total.		
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		

Emergency Contact Name: (Other than yourself)

FEE SCHEDULE

First 10 x 10 CRAFT BOOTH SPACE	15.00
Each additional booth space	15.00

No refund for booth fees if vendor cancels within 2 weeks of the event.
Maximum allowance for cancellations made prior to 14 days will be 50%.
All requested refunds must be approved by festival committee.

IMPORTANT: Signature below 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 _____

BOOTH DETAILS

Craft - DESCRIPTION OF ITEMS FOR SALE AND PRICING		
1	ITEM	PRICE
2	ITEM	PRICE
3	ITEM	PRICE
4	ITEM	PRICE
5	ITEM	PRICE
6	ITEM	PRICE
7	ITEM	PRICE
8	ITEM	PRICE
9	ITEM	PRICE
10	ITEM	PRICE

Non-Profit - DESCRIPTION OF BOOTH ACTIVITY		
1	ACTIVITY	COST
2	ACTIVITY	COST
3	ACTIVITY	COST
4	ACTIVITY	COST
5	ACTIVITY	COST
6	ACTIVITY	COST
7	ACTIVITY	COST
8	ACTIVITY	COST

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.

- ❖ **CRAFT VENDORS - All crafts sold must be handmade.** Artists and Craftsmen are strongly encouraged to demonstrate at their booths. All products must be approved by Heart of Brevard festival committee. All craft vendors are required to submit photos (print or digital) of all of the products they intend to sell, their workspace or studio, and their booth setup.
- ❖ All Heart of Brevard 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 vendor pass, booth assignment, and pertinent check-in information about a week before the festival. There will also be volunteers at the N. Broad Street festival entrance to help you find your spot. Vendors are required to load/unload their own vehicle and set up their own booth spaces. (Booth locations will be assigned taking into consideration many factors, including other vendors and the types of merchandise sold in our downtown stores. Requests to change locations are not generally granted)
- ❖ 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, extension cords, and tape. **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, Heart of Brevard will supply an outlet, but **YOU ARE RESPONSIBLE** to bring a 100-foot heavy-duty extension cord and tape with which to secure it.
- ❖ Set-up times will begin 2 hours before the opening time of the festival. Streets will open for 1 hour after the festival ending time to allow vendor time to break down. Streets for White Squirrel Festival will remain closed on Friday and Saturday nights, and there is no tear down overnight.
- ❖ Law enforcement does not allow vehicles on the streets at any time while the streets are closed. Resupply for White Squirrel Festival must be done manually.

Please keep a copy of this agreement for your records.

Please note that returning application does not guarantee your entry to the festival. All vendors must be approved.

No refund for booth fees if vendor cancels within 2 weeks of the event.
Maximum allowance for cancellations made prior to 14 days will be 50%.
All requested refunds must be approved by festival committee.

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 or death that results 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 should be done within 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. A dumpster is provided on E. Jordan Street behind the building housing Plaza Garibaldi. At the conclusion of the event, vendors must remove all garbage and equipment from the allocated vending space.

SECURITY

- Vendor agrees that HOB, its officers, directors, representatives, employees, and agents and staff shall have no responsibility whatsoever for loss or damage to vendor's equipment, supplies, goods or other property.
- Vendor is aware that street sweepers and washers come through the street after each festival and could cause damage to any equipment or fixtures that have not been removed.

LIABILITY

- All vendors will be required to show proof of liability insurance in order to be considered for festivals **other than Twilight Tour**. (No insurance required for Twilight Tour.) 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 closing of 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.

