



P.O. Box 2044
Asheville, NC 28802
www.blueridgepride.org

2017 PRIDE FESTIVAL VENDOR AGREEMENT

Vendor agrees to all of the policies, terms and conditions outlined and enumerated below. These policies, terms and conditions may not be altered, edited, amended or otherwise changed without permission of Blue Ridge Pride Center, Inc.

Failure to comply with the policies, terms and conditions grants Blue Ridge Pride Center, Inc. or its authorized agents to:

- Immediately terminate the vendor agreement;
- Require Vendor, upon notice of violation, to cease operations and vacate the festival premises; and
- Forfeit any and all fees paid to Blue Ridge Pride Center, Inc. for the right and privilege of participating in the Blue Ridge Pride Festival.

Submission of Vendor application constitutes review and acceptance of the policies, terms and conditions outlined below. This contract will go into effect when Blue Ridge Pride Center, Inc. receives the full vendor payment.

Application Process

Application Review: All Vendor applications are subject to review by Blue Ridge Pride Center, Inc. and are generally reviewed and processed on a first come, first served basis. If approved, Vendor will be notified of approval via email. Blue Ridge Pride Center, Inc. reserves the right to restrict the number of similar vendors. Blue Ridge Pride Center, Inc. reserves the right to approve or deny a vendor application for any reason.

Payment: Full payment must be received before your application will be considered complete and an exhibit space assigned. All fees are due no later than September 1, 2017.

Refunds: Requests for refunds must be made in writing to Blue Ridge Pride Center, Inc. and received by Blue Ridge Pride Center, Inc. no later than September 1, 2017. Absolutely no refund requests will be processed after this date. All refund requests, if approved, will be subject to a \$75 processing fee. Vendors who give a cancellation notice after September 1, 2017 will receive no refund.

Rain or Shine: The Blue Ridge Pride Center, Inc. festival is a rain or shine event.

Booth Spaces

Booth Space: Each booth space will be 10' x 10'. Vendors may register for more than one booth space.

- Non-food, for-profit vendors agree to pay a vendor fee of \$150.
- Non-food, non-profit vendors agree to pay a vendor fee of \$100.
- Food vendors: contact events@blueridgepride.org for pricing.

Booth Assignment: Blue Ridge Pride Center, Inc. will attempt to accommodate placement requests, but makes no guarantee that requests for specific placement/location will be granted. Booth placement will be at the sole discretion of Blue Ridge Pride Center, Inc.

Non-Transferable: Booth space is non-transferable and may not be reassigned or resold to a third party without express written permission of Blue Ridge Pride Center, Inc.

Shared Space: Vendor space may not be shared without prior written approval from Blue Ridge Pride Center, Inc.



Booth Amenities

Tents. Vendors are responsible for providing their own tents. Tents/shade structures may be no larger than 10' x 10' and may have no more than 3 sides/walls installed during festival hours.

Tent Anchors. Local law requires tent anchors for all tents. Vendor must supply weights or may rent them for an additional charge from Blue Ridge Pride Center, Inc. (price, \$20). To guarantee availability, they should be ordered at the time of application. Blue Ridge Pride Center, Inc. will deliver these during set-up and haul them away after the festival. Tents may not be anchored with stakes or tied to any trees, benches or other structures/fixtures (this may result in fines/penalties from the City of Asheville). Vendor agrees to pay any fines/penalties assessed for failure to abide by this policy attributable to Vendor.

Tables and Chairs. Vendors may rent a table and 2 chairs (\$30.00). There are no refunds or fee reductions for unused tables/chairs.

Electrical Access: Access to electricity will be made available on a first come, first served basis for an additional charge (\$25.00). All electrical service is for one 110v/15A outlet, unless otherwise agreed to by Blue Ridge Pride Center, Inc. Vendor is responsible for providing 12-gauge extension cords and power strips needed to access the electricity supply. Please note that outlet access may be as far as 40' away from your booth. Arrangements for electricity access must be made and paid for in advance of the festival. Requests cannot be accommodated at the festival.

Personal Generators: Due to City/County safety and noise restrictions, personal generators will not be permitted.

Vendor Setup and Teardown

Vendor Operating Hours: All vendor booths must be open during festival operating hours. Event operating hours have been set to 11:00 am - 7:00 pm but are subject to change. Notice of any change will be communicated via email. Booths must be cleared no later than 90 minutes following the conclusion of the Festival.

Check-in & Setup: Vendors will be contacted prior to the event with a designated check-in time and location. Vendors will not be allowed vehicular access to the event prior to their assigned time slots. Vendors arriving after their assigned time will be subject to wait. Vehicles cannot be admitted into the event space after 10:30 am.

Cleanup: Vendor agrees to clean booth space at the end of the festival and remove any trash/debris or other items brought by Vendor, or be subject to a \$250 cleaning fee.

Rental Items: Vendor shall leave all rental items, including tables, chairs, tents, anchors, etc. in the assigned booth space at the conclusion of the festival. Any unreturned items will be invoiced to Vendor.

Restrictions on Vendor Activities

Approved Vendors: Blue Ridge Pride Center, Inc. restricts the distribution of literature, merchandise, etc. to approved vendors with assigned booth space only. Vendor activities are restricted to Vendor's assigned space and all Vendor activities must be contained within Vendor's assigned space.

Food Vending: Food vending will be limited to designated food vendors appropriate application, application and checklist. Including the required TFE permit

Beverage Sales & Distribution: Blue Ridge Pride Center, Inc. reserves all rights to the sale and distribution (including free) of all alcohol and water during the event. Vendor may not sell or otherwise distribute any beverages without written permission from Blue Ridge Pride Center, Inc.

Adult Materials: Vendor acknowledges that any materials of an adult nature shall be displayed subject to applicable Federal, State, and Local laws and regulations regarding the display or distribution of such materials. Vendor agrees to remove from display/distribution any materials deemed offensive or inappropriate by Blue Ridge Pride Center, Inc.

Prohibited Items: Vendor shall not display, offer for view or sell any illegal or contraband items. Vendor shall not display, offer for view or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items. The laws of the State of North Carolina and local ordinances of the City of Asheville and Buncombe County shall apply.

Prohibited Behavior: Vendor may not taunt, abuse or engage in a verbal or written altercation with any event



attendee, other vendor, entertainer or other participant. Vendor may not engage in any action that may be in direct conflict with the purpose, mission, values and/or spirit of Blue Ridge Pride Center, Inc. Violators shall be subject to removal at the discretion of Blue Ridge Pride Center, Inc.

Blue Ridge Pride Center, Inc. Logo/Brand: Vendor shall not display, offer for view, take orders for or sell any items that are imprinted, emblazoned marked or branded with Blue Ridge Pride Center, Inc.'s logo or in any way as official Blue Ridge Pride Center, Inc. merchandise without prior written permission of Blue Ridge Pride Center, Inc.

Other Vendor Responsibilities

Permits/Licensing/Insurance: Vendor is required to obtain, at Vendor's own expense, any and all permits, licenses, and/or insurance that may be required by the City of Asheville, Buncombe County, and/or the State of North Carolina.

Sales Tax: Vendors selling any merchandise/services subject to North Carolina sales tax assume all responsibility and liability for collection and remittance of such tax.

Lost Items: Vendor accepts all responsibility and liability for any losses due to theft or damage. Blue Ridge Pride Center, Inc. assumes no responsibility for any loss due to damage or theft.

Parking: Blue Ridge Pride Center, Inc. does not provide parking. Any illegally parked vehicles or vehicles left onsite after load in/out times are subject to tow at owner's expense.

Other Limitations

Attendance: Blue Ridge Pride Center, Inc. makes no representation or guarantee with regard to actual attendance numbers.

Hold Harmless: Vendor understands that Blue Ridge Pride Center, Inc. has no control over external elements/events that may prevent and/or disrupt the festival and agrees to hold Blue Ridge Pride Center, Inc. harmless for any losses arising out of such elements/events, including but not limited to: protest activities, terrorist actions, actions of local authorities, acts of God, etc. Each party hereby indemnifies and holds the other party, as well as the other party's respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorneys' fees, incurred or suffered by or threatened against a party or any of the foregoing in connection with or as a result of any claim for personal injury, property damage or other loss brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Vendor Application, which claim does not result from the active negligence of the other party.

Assignment: Vendor may not assign this agreement, in whole or in part, without Blue Ridge Pride Center, Inc.'s written consent. Any attempt to assign this Agreement without such consent will be null and void.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.



2017 PRIDE FESTIVAL VENDOR GUIDELINES

These guidelines pertain to Blue Ridge Pride Center, Inc. (BRPC), a North Carolina nonprofit corporation and organizer of the event, and its offering of space on the event grounds for the day of the event.

The Event

The Blue Ridge Pride Center Festival is a one-day rain or shine outdoor event. The Blue Ridge Pride Center Festival will feature one main stage with music and performers, public speakers and other community, entertainment, and education.

The event will take place September 30, 2017 in Pack Square Park at 121 College Street, Asheville, NC from 11:00 am to 7:00 pm.

Vendor Spaces

- **Vendor Spaces** must be purchased by September 1, 2017. You will be notified by email or phone within 1 weeks of this date for space approval. BRPC reserves the sole right to approve the participation of any applying exhibitor or vendor.
 - Please note any special requirements on your application. The basic vendor space fee covers the booth space only. Tables, chairs, tent weights and electricity may be rented for an additional fee.
 - Vendor spaces are available on a first-come, first-served basis. BRPC reserves the sole right to place exhibitors and vendors in any location BRPC deems appropriate.
 - Regular exhibitor/vendor spaces and food vendor spaces are rented in 10' x 10' spaces. All tents, tables and items must be contained within this space.
 - Vendors generally receive notification of their assigned space seven days before the festival. However, Blue Ridge Pride Center reserves the right to reassign spaces.
- **Table and Chair Rentals** for your booth will be available for pickup at BRPC vending check-in upon arrival as prepaid through application.
- **Electricity:** No generators are allowed.
 - Electricity will be provided at food vending spaces.
 - A limited number of booths will have access to electricity. These booths are available on a first-come, first served basis for an additional charge of \$25. Vendors using electricity must bring a 12-gauge extension cord with a minimum length of 50'.
- **Tent Weights** are required. All tents and other items brought into the festival must be weighted down with blocks, bags of sand, etc. Each leg of the tent must weigh a minimum of 8 pounds or the city Fire Marshall will require the tent to be removed from the festival. Tent weights may be rented from Blue Ridge Pride Center for \$20. Weight rentals for your booth will be delivered to your space as prepaid through application. Failure to have tent weights will result in a \$50 fee if Blue Ridge Pride Center has to supply them. Tents must be freestanding and flame retardant.

Vendor Check-in / Tear-down

- **Check-in Time:** Vendors will be contacted prior to the event with a designated check-in time and space assignment. We aim to contact vendors with this information 7-14 days before the event. Vendors will not be allowed vehicular access to the event prior to their assigned time slots. Vendors arriving after their assigned time will be subject to wait.
 - Vehicles cannot be admitted into the event space after 10:15 am.
 - All vehicles must be cleared from the event space by 10:45 am.
- **Check-in Location:** The check-in location is TBA. This is where you can drop off your supplies and get directions to your assigned space. Please DO NOT ENTER the festival site at any other location – you will be turned away.



Vehicles / Parking

- Vehicles will only be allowed in the drop-off area, so please be prepared to transport items up to several hundred feet by hand. Volunteers may be available to assist in unloading.
 - Participants must remain with their vehicle at all times while unloading and loading. Unload merchandise immediately upon arrival and remove vehicle immediately, then return to set up your booth. Volunteers may be available to watch unloaded items while vehicles are being moved.
- **Parking:** BRPC does not provide parking for exhibitors/vendors at the event - this is your responsibility. Parking is available in surrounding city streets in metered spaces or in several nearby parking garages located within 3-7 blocks of the event. Visit the City of Asheville Parking Services web page for more information. BRPC accepts no responsibility for any citations for exhibitors/vendors that are illegally parked.

Tear-down

- Booths must be opened and manned for the entirety of the festival, 11:00 am until 7:00 pm. You may not tear down before the event is over. Early tear-down is subject to a \$100 charge.
- Vendors will have limited street access from 7 pm to 8:30 pm to load vehicles and exit. Vehicles are not allowed into the event pick-up area until pedestrians are cleared

Trash, Food & Beverages, Pets

- **Trash:** Please come prepared to contain your trash. You may not use the event's waste containers as they will be separated by compostable, recyclable and landfill. Please do not use dumpsters that may be located near the event. These are property of local merchants.
- **Food & Beverages:** Alcoholic beverages, soda, and/or water cannot be sold or given away by any non-food vendor, unless approved in writing by Blue Ridge Pride Center.
- **Pets:** The City of Asheville does not allow any pets or animals (excluding licensed service animals) in Festival sites. Please keep this in mind and leave your pets at home.

Permits

- Comply with the State of North Carolina on sales tax & business license requirements. It is your responsibility to acquire any necessary permits and/or licenses.
- All approved food/beverage vendors must submit a copy of their Temporary Food Vending Permit to BRP within 15 days of the event. An application can be found at: http://buncombecounty.org/common/health/tempFoodEst_App.pdf.
- Comply with all laws, ordinances, rules, and regulations of any lawful authority, agency or governmental unit, including, but not limited to any applicable fire and building codes of the City of Asheville and Buncombe County Health Department.
- For any questions about local regulations and permits, see: http://www.ashevilenc.gov/departments/community/outdoor_special.htm.

Cleaning Charges/Fees

- BRPC expects vendors to abide by the "leave no trace" principle.
- BRPC reserves the right, and will charge, any exhibitor/vendor a \$50 cleaning fee should they leave their space(s) in a condition that requires additional cleaning. Your organization/business agrees to pay this fee, if imposed, as a condition of participating in the event.
- Please refrain from bringing glitter, confetti, or other debris that may be difficult to clean up after the event.

Sharing of Booth Spaces

Subletting of booths is not allowed and may result in disqualification of presence at the day of event. However, BRPC encourages like businesses and organizations to share resources – especially non-profits. If you are interested in sharing a booth, please note such a request in the vending application.



Food Vendors

- **Selection:** BRPC expresses its wishes to promote local businesses and restaurants. Local establishments will be given priority on food spaces available.
- **Permits:** Food vendors must obtain all needed permits independently of BRP and submit within 10 days of the festival. Links to local regulations and permit applications can be found at: http://www.ashevillenc.gov/departments/community/outdoor_special.htm.
- **Waste:** BRPC wishes to support a reduced environmental impact and requires that all food and beverage vendors use biodegradable plates, cups, cutlery, etc. Vendors found to be noncompliant will be asked to leave the event. The application fee will be non-refundable. Please contact Blue Ridge Pride Center at Vendor@blueridgepride.com, for more information on compostable goods requirements. Or, you can visit the city's Green Initiatives Guide (<http://www.ashevillenc.gov/civicax/filebank/blobdload.aspx?blobid=26340>).
- **Beverage Sales:** Non-alcoholic beverages can only be sold by BRPC-approved vendors.

Other Questions?

Please contact: Vendor@blueridgepride.org

Festival Layout

Note that the 2017 festival includes an expanded footprint. The blue boxes denote currently planned booth and food truck areas. Detailed layouts will be finalized in August.

