



ADVOCATE | CELEBRATE | EDUCATE | SERVE

A Registered 501(c)(3) non-profit

EIN: 26-4272258

P.O. Box 2044, Asheville NC 28802

www.blueridgepride.org | blueridgepridecenter

## 2020 BLUE RIDGE PRIDE FESTIVAL VENDOR AGREEMENT

**Submission of Vendor application constitutes review and acceptance by Vendor of the policies, terms and conditions outlined below.** This contract is not effective unless and until Blue Ridge Pride Center, Inc. (hereafter referred to as BRPC) sends Vendor the Notice specified in the section regarding Application Process, below, and BRPC has received the full Vendor payment.

### Enforcement

Vendor agrees to all the policies, terms and conditions outlined and enumerated below. These policies, terms and conditions may not be altered, edited, amended or otherwise changed by Vendor in any way, except with the prior written consent of BRPC, which consent BRPC may grant or withhold in its sole discretion. In the event Vendor fails to comply with any of the policies, terms and conditions set forth in this Vendor agreement, BRPC or its authorized agents may:

- Immediately terminate the Vendor agreement; and
- Upon such termination, to require Vendor to cease operations and vacate the festival premises.

Any notice of termination hereunder may be given by BRPC to Vendor either orally or in writing. In the event of any such termination, Vendor forfeits all fees paid to BRPC for the opportunity and privilege of participating in the Blue Ridge Pride Festival.

### Application Process

**Application:** Vendors should apply online at [www.blueridgepride.org](http://www.blueridgepride.org). The online store allows applicants to select a type of space and various add-ons. Once they fill their shopping cart and check out, the system will direct them to submit a payment online or to send a check. Full payment must be received before any application is considered complete. **Payment indicates acceptance of this Vendor Agreement.** Applications are generally reviewed and processed on a first come, first served basis.

**Review:** All Vendor applications are subject to review by BRPC. BRPC reserves the right to approve or reject any Vendor application for any reason. If approved, Vendor will be notified via email. If not approved, any funds sent to BRPC by the applicant for this event will be refunded in full by check.

### Cancellation & Refunds

**Rain or Shine:** The Blue Ridge Pride Festival is a rain or shine event. Refunds will not be given in the event of inclement weather.

**Cancellations and Refunds:** The amount refunded will depend on the date the written request is received.

- If the request for a refund is received by BRPC prior to the date the Vendor application is approved, 100% of funds will be returned.
- For approved applications, a \$40 processing fee will be charged and the balance refunded as follows:

Date Cancellation Request Received	% of Balance Refunded after \$40 Processing Fee
Before June 1	100%
June 1 – July 31	67%
August 1 – September 7	33%
After September 7	0%



## Booth & Truck Spaces

**Booth Space:** 10' x 10' booth spaces may be rented and used to accommodate tents and carts that fit within that area. Vendors may register for more than one booth space.

**Truck Space:** We allot a 20' x 10' space for each truck. A truck space may not be used for tents or carts. Vendors who require more than 20' x 10' should notify BRPC during the application process.

**Location Assignment:** BRPC will attempt to accommodate placement requests but makes no guarantee that requests for specific placement/location will be granted. Booth and truck placement will be at the sole discretion of BRPC.

**Non-Transferable:** Vendor may not transfer or share its assigned booth or truck space without the prior express written consent of BRPC, which consent BRPC may grant or withhold in its sole discretion.

## Tents, Anchors, Tables & Chairs

**Tents.** Vendors are responsible for providing their own tents. These must be freestanding and flame retardant. Tents/shade structures may be no larger than 10' x 10'. Tents may have no more than 3 sides/walls installed during festival hours. (NOTE: In 2020, we are offering tents for rental on a limited basis.)

**Anchors, Tables, Chairs.** These are available for rental, generally on a first-come first-served basis. To increase the likelihood of availability, it is recommended that these be ordered at the time of application. There are no refunds or fee reductions for unused amenities. If available, amenities can be rented on the day of the festival. However, this is not recommended.

- **Tent Anchors.** Local law requires tent anchors for all tents. Each leg of the tent must have a minimum of 8lbs of weight or the Fire Marshall will require the tent to be removed from the festival. Vendor must supply weights or may rent them from BRPC. BRPC 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 (violation may result in fines 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 two chairs. These will be delivered to your site.

## Electricity

**Electrical Access:** Access to electricity, if available, will be provided for a flat access fee. All electrical service is for one 110v/15A outlet, unless otherwise agreed to by BRPC. 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.

**Extension Cords:** 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.

**Personal Generators:** Owing to City/County safety and noise restrictions, personal generators are not permitted.



## Food Vendors / Amusement & Equipment Operators: License & Insurance Requirements

**Temporary Food Permits:** All food/beverage vendors who are required by Buncombe County to submit a Temporary Food Vending Permit must submit it to BRP by September 9 (send to [vendor@blueridgepride.org](mailto:vendor@blueridgepride.org)).

**Certificate of Insurance:** Food Vendors and Safety Sensitive Contractors (e.g., amusement and equipment operators) shall obtain primary insurance, naming The City of Asheville, 70 Court Plaza, Asheville NC 28801 as the certificate holder and submit it to BRPC by September 9 (send to [vendor@blueridgepride.org](mailto:vendor@blueridgepride.org)). All general liability certificates must list the City of Asheville as an additional insured.

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*Tip: Consult the current Asheville Events Guide for examples of properly completed COIs. We offer links an example of the most commonly required COI at the end of this document.*

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## Restrictions on Vendor Activities

**Vendor Activities:** BRPC 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, Beverage, Water & Alcohol:** Non-Food Vendors may not sell or distribute any food or beverages – including water. This is to protect authorized vendors and non-profits who depend on these sources of funds. Approved Food Vendors may sell soft drinks and water, but may not sell alcohol. BRPC reserves all rights to the sale and distribution of all alcohol during the event.

**Pets:** The City of Asheville does not allow any pets or animals in Festival sites.

**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 BRPC.

**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 BRPC. Violators shall be subject to removal at the discretion of BRPC.

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

## Vendor Set-up and Tear-down

**Vendor Operating Hours:** All vendor booths and trucks 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 and trucks 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.

**Unloading:** Vendors cannot leave cars unattended while loading and unloading and can only load / unload in designated areas. They may not block traffic.

**Clean-up:** 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.



## 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.

**Compliance:** Vendors must 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.

**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. BRPC assumes no responsibility for any loss due to damage or theft.

**Parking:** BRPC 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.

**Pictures, Videos, Recordings:** Vendors grant BRPC and its agents permission to record and publish festival activities for purposes of publicity.

## Authorization to Use Event Photographs, Audio and Video Recordings

BRPC is authorized to capture, use, reproduce, and publish photographs, audio and video recordings of festival activities without compensation. Such material may be used in publications, press releases, internet pages, advertising, or for other related endeavors.

## Other Limitations

**Attendance:** BRPC makes no representation or guarantee regarding the number of people who attend the festival.

**Hold Harmless:** Vendor understands and accepts that BRPC has no control over external elements/events that may prevent and/or disrupt the festival and agrees to hold BRPC harmless for any losses arising out of such elements/events, including but not limited to: protestor 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 BRPC'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.

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## Contact Information

- Email: [Vendor@BlueRidgePride.org](mailto:Vendor@BlueRidgePride.org)
- Mail: Blue Ridge Pride Center, Inc., PO Box 2044, Asheville NC 28802-2044
- Web Site: [www.BlueRidgePride.org](http://www.BlueRidgePride.org)



## LINKS TO LOCAL AUTHORITIES

### [Outdoor Special Events Office](#)

Home page for all special events guides and resources

<https://www.ashevilenc.gov/department/community-economic-development/arts-and-events/outdoor-special-events/>

### [Outdoor Special Events Guide](#)

<https://drive.google.com/file/d/1HRcEe7NysZ1rbCA5NEsN3TPzg2W8oSd7/view>

### [Buncombe County Health & Human Services - Environmental Health Section](#)

Buncombe County handles food service permitting, inspection and approval at outdoor special events.

<https://www.buncombecounty.org/Governing/Depts/Health/EnvironmentalHealth.aspx>

### [Requirements for Food Service at Events](#)

Please contact this office at 828-250-5016 if you have questions or want to discuss any of these requirements. If you wish to contact us by e-mail, please send to [ehrequest@buncombecounty.org](mailto:ehrequest@buncombecounty.org)

<https://drive.google.com/open?id=1HCTUTbXKORTsLdwptgs1pxqGG7Yysw6G>

### [Temporary Food Establishment Permit Requirements](#)

Learn the requirements for obtaining a Temporary Food Establishment Permit in order to serve food at your event.

[https://drive.google.com/open?id=1JF3KGBtdl2NU\\_PaXiFJ5CPPLT0ty\\_1IX](https://drive.google.com/open?id=1JF3KGBtdl2NU_PaXiFJ5CPPLT0ty_1IX)

### [Temporary Food Establishment Permit Application - Organizer](#)

Complete and submit to Buncombe County Health & Human Services - Environmental Health Section.

<https://drive.google.com/open?id=1NU-lzmctQ61kkrQmBpEdjZ1zmggFaJe8rzuBPh0oZ0I>

### [Temporary Food Establishment Permit Application - Vendor](#)

Complete and submit to Buncombe County Health & Human Services - Environmental Health Section to obtain a permit to serve food at your event.

<https://drive.google.com/open?id=1aiSdXF3Bh495o9lrLnShQvEOK3y2leUnrilnCWDame0>

### [Temporary Food Stand Checklist](#)

Use this checklist to determine whether you have all food safety requirements fulfilled at your temporary food establishment.

<https://drive.google.com/open?id=1--p-vofrLPa3D7RVaP0lp1p5wzMnFKsx>

### [Temporary Food Establishment Employee Health Policy](#)

Learn which illnesses can pose a threat to public health, and guidelines for deciding what to do if an employee serving food at your event becomes ill.

<https://drive.google.com/open?id=1wUXBzo0YGOWyOsEplJjiVLC2MMUOKL2w>

### [Food & Beverage Jurisdiction Chart](#)

Discover which types of foods served at your event need approval from the BCHHS-EH - an "x" in the EHS column indicates that you will need a permit from BCHHS-EH.

<https://drive.google.com/open?id=1EQTqgWgppZCJtngyv3Y67ZEUJ5JZVPTG>



## SAMPLE CERTIFICATE OF INSURANCE

Food vendors, equipment operators, festival contractors and others posing a medium risk profile or higher must provide a certificate of insurance to Blue Ridge Pride naming the City of Asheville as Certificate Holder. These must be delivered to [vendor@blueridgepride.org](mailto:vendor@blueridgepride.org) by September 9, 2020.

Contractor or vendor providing service to the city

Insurance company providing coverage. (can be multiple companies providing different lines, ie. Insurer A: for general liability; Insurer B: for worker's Comp)

Policy Number & Effective Dates

ACORD 25		CERTIFICATE OF LIABILITY INSURANCE		OP ID - JN CITAS-1	DATE (MM/DD/YYYY) 04/01/13																																										
<b>PRODUCER</b> Insurance Service of Asheville P. O. Box 530 Asheville NC 28802 Phone: 828-253-1668 Fax: 828-258-8164			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																																												
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<b>CERTIFICATE HOLDER</b> City of Asheville PO Box 7148 Asheville NC 28802			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: Jonathan S. Nelson																																												

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City shown as Certificate Holder

General Liability (Required limits)

Auto Liability Limits (Required limits)

Umbrella Liability may be required.

Workers Compensation (Required limits)

Professional & Pollution Liability may be required

City of Asheville must be shown as additional insured for General and Auto Liability

Medium Risk Profile