

## 2019 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. sends Vendor the Notice specified in the section regarding Application Process, below, and Blue Ridge Pride Center, Inc. has received the full Vendor payment.

- Key Changes From 2018**
- Food Vendors may sell non-alcoholic beverages (e.g., soft drinks, water)
  - We no longer allow 10x20 food tents. These tend to draw too much traffic from other vendors. We want to maintain the festival's small-town feel.
  - Tents: We now offer tents for rental (subject to limited availability).

### 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 Blue Ridge Pride Center, Inc., which consent Blue Ridge Pride Center, Inc. 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, Blue Ridge Pride Center, Inc. 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 Blue Ridge Pride Center, Inc. to Vendor either orally or in writing. In the event of any such termination, Vendor forfeits all fees paid to Blue Ridge Pride Center, Inc. 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.**

**Review:** All Vendor applications are subject to review by Blue Ridge Pride Center, Inc. They are generally reviewed and processed on a first come, first served basis. Blue Ridge Pride Center, Inc. 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 Blue Ridge Pride Center, Inc. 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 Blue Ridge Pride Center, Inc. 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 Blue Ridge Pride Center, Inc. during the application process.

**Location 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 and truck placement will be at the sole discretion of Blue Ridge Pride Center, Inc.

**Non-Transferable:** Vendor may not transfer or share its assigned booth or truck space without the prior express written consent of Blue Ridge Pride Center, Inc., which consent Blue Ridge Pride Center, Inc. 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 2019, 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 Blue Ridge Pride Center, Inc. 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 (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 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.

**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 approved food/beverage vendors must submit a copy of their Temporary Food Vending Permit to BRP at least 15 days before the event.

**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. All general liability certificates must list the City of Asheville as an additional insured.

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*Tip: We strongly recommend consulting the 2018 Asheville Events Guide, pages 53-54 for examples of properly completed COIs <https://www.ashevilenc.gov/civicax/filebank/blobdload.aspx?blobid=30762>. See "Useful Links to Local Authorities" at end of document for additional information and contacts.*

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## Restrictions on Vendor Activities

**Vendor Activities:** 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, 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. Blue Ridge Pride Center, Inc. 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 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.

## 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. 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.

**Pictures, Videos, Recordings:** Vendors grant Blue Ridge Pride Center, Inc. and its agents permission to record and publish festival activities for purposes of publicity.

## Other Limitations

**Attendance:** Blue Ridge Pride Center, Inc. makes no representation or guarantee regarding the number of people who attend the festival.

**Hold Harmless:** Vendor understands and accepts 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: 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 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.

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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)

## Useful Links to Local Authorities

- **City of Asheville Outdoor Special Event Guide:**  
<https://www.ashevillenc.gov/civicax/filebank/blobdload.aspx?blobid=30762> See especially following sections: Merchandise Sales and Vending; Food Sales; Electricity Additions; Tents & Structural Additions
- **Buncombe County Division of Environmental Health:**  
<https://www.buncombecounty.org/Governing/Depts/health/environmentalhealth.aspx> Look for Temporary Food Establishment Links (Application Form, Checklist, Rules)