



2023

Craft Vendors



WINTERFEST TERMS & CONDITIONS

VENDOR APPLICATIONS ARE BEING ACCEPTED FOR THE 2023 Winterfest German Christmas Market in Spencer, NC. Vendors interested in applying may complete the application below.

THE MISSION

The mission of Winterfest is to provide the Town of Spencer a wintertime tourist destination by providing an engaging Christmas experience for all to enjoy, free of charge. Vendors participating in Winterfest must be committed to partnering with the market in order to provide a joyful experience to all our visitors.

MARKET LOCATION, DATES & HOURS

Event location:	Downtown Spencer across from the NC Transportation Museum.	
Street Address:	460 S. Salisbury Ave., Spencer, NC 28159	
Friday	Dec 1	5:00 PM - 9:00 PM
Saturday	Dec 2	2:00 PM - 9:00 PM
Friday	Dec 8	5:00 PM - 9:00 PM
Saturday	Dec 9	2:00 PM - 9:00 PM

PARTICIPATION FEES

There are 34 Vendor Spaces:		Fee Includes both weekends
10	4x8 hut w/ porch	\$100
10	8x8 hut w/ porch	\$125
4	Special Market Tent spaces (10 x 15) (available, with permission, for specialty products only)	\$125
10	10 x 10 indoor spaces	\$150

APPLICATION DEADLINE: MAY 16, 2023

JURIED SELECTION NOTIFICATION: MAY 31, 2023

PARTICIPATION FEE DUE: JUNE 30, 2023

(If payment is not received by the due date, the vendor space will be forfeited)

VENDOR REQUIREMENTS

- Vendors consent to receiving communications on behalf of Winterfest via telephone or email at the number(s) and address(es) indicated on the application.
- Vendors are expected to attend both weekends and be present for all market hours. In case of sickness, vendor must have a back-up plan to open for business.
- All vendor huts and tents are provided by Winterfest. Personal tents are not required or allowed.
- Small nails may be used to hang products on hut walls, but no screws allowed.
- Vendors must provide their own displays, tables and chairs, and must stay within the allotted space. Neither tables nor merchandise may be placed in walkways.
- Vendor spaces are assigned based on product to be sold.
- Awarded spaces are non-transferable and non-refundable.
- No subletting or sharing of booth space, unless pre-approved by Winterfest committee.
- A detailed description and photos of products to be sold are required.
- Vendor agrees only to offer the approved items in their application.
- Work exhibited must be tasteful and in keeping with a family-oriented atmosphere. It is the exclusive right and responsibility of the Winterfest committee to require a vendor to remove any work not in compliance. All displays will be inspected prior to opening and at intervals throughout the show.
- Written cancellation is required for a refund. Refunds will only be granted, if, and when, booth space can be filled, less a \$50.00 processing fee. Refunds will not be issued if the Vendor is dismissed, booth space is forfeited, or Vendor is in violation of any of the Terms and Conditions.

MARKETING

- Marketing will be provided via our website – www.spencerexperience.org, Town of Spencer publications, traditional advertising and social media. Rack cards and save the date cards will be distributed throughout the county, at other events and in mail campaigns.
- Each vendor will have a photo, description of their products, and contact information on the Winterfest website.

WINTERFEST TERMS & CONDITIONS (con't)

DECORATIONS

- Winterfest will provide exterior garland with white lights and a white Moravian Star for each hut.
- The Indoor Market will have decorations that complement the atmosphere of the overall market.
- Vendors may add decorations within their designated space to promote their products and brand.
- NO decorations may be attached to tents provided by Winterfest. No tape, staples, Velcro, etc. A fine of \$1200 will be charged for any vendor who disregards this rule.
- Each Vendor space will have at least 2 electrical outlets. More information on electricity and lighting will be included in a Vendor logistics package to be mailed in October.

SAFETY/SECURITY

- Winterfest is an outdoor winter market – plan to be in operation in cold temperatures.
- Sales associates should dress in warm clothes and should be comfortable in cold temperatures for extended periods of time.
- Vendors must adhere to the following:
 - NO pets (except for service animals)
 - NO Tobacco products (includes e-cigarettes and vape pens)
 - NO Alcohol
 - NO Firearms
 - NO Illegal Drugs
- Vendors in violation will be asked to leave and will forfeit their participation fee.
- All vendors must supply and have a fire extinguisher in their booth.
- Vendors may not rely on market volunteers in order to provide restroom breaks for your booth.
- Hand sanitizer required for all booths.
- NO electrical or propane heaters, NO electric blankets, and NO halogen bulbs are allowed.
- Vendors are responsible for maintaining and leaving their area free of trash. Garbage will be removed by the market on a nightly basis, per Winterfest protocols.
- Security will be provided every night from Dec 1 through Dec 9.

PERMITS/LICENSING

- Vendors are responsible for their own business transactions.
- Vendors are responsible for payment of North Carolina Sales Tax and are required to obtain a certificate of registration (NC-BR form, for Sales & Use Tax) from the NC Department of Revenue (*this form can be found on www.dornc.com*).
- Vendors must have a valid NC Sales Tax Certificate with you. We are required to provide a list to the state of all vendors with name, permanent address and certificate of registration number.

LOSS

The Town of Spencer and the Committee will not be liable for any losses or theft suffered by the Vendor in connection with the Vendor's participation in this event. This includes, but is not limited to vendor product, equipment, tents, tables, chairs, signs, and decorations.

WEATHER

- The event will be held **RAIN OR SHINE**. NO REFUNDS.
- However, in the event of **severe** weather, Winterfest may be closed or cancelled at the direction of the Town of Spencer, based on guidance from the Emergency Management Division of Rowan County.

LOGISTICS PACKAGE

All approved vendors will receive a logistics package in October. This will include set-up and tear-down times and instructions, parking information, additional information regarding lighting/electrical, security, contacts and other logistics. A site layout with Vendor assignments will be included. Dimensions, drawings and/or photos of huts and other Vendor spaces will be provided.

WINTERFEST VENDOR RELEASE AGREEMENT

As consideration for my participation in Winterfest, I, hereby release and discharge, indemnify and hold harmless the Winterfest Planning Team, Spencer Partnership, inc., RBC Holdings of Rowan, LLC , Town of Spencer and its town board, agents, contractors, employees, and any other persons or entities acting on its behalf, and its successors and assigns, for any and all of the aforementioned persons and entities, against all claims, demands, costs and expenses, and causes of action whatsoever, either in law or equity, arising out of or in any way connected with any property loss, bodily injury, disability and/or death and the consequences resulting therefore, arising from my participation in Winterfest.

All exhibitor personnel, merchandise, fixtures, etc., on the premises are my own sole responsibility and I agree to indemnify and hold harmless Winterfest, Spencer Partnership, Inc., Town of Spencer and all their departments involved or any of their members, officers, sponsors and their patrons, or the property owners, managers and representatives on whose property I am privileged to exhibit my work/goods from all liability stemming from their presence or their acts.

Winterfest, Spencer Partnership, Inc., is not responsible for damage or theft to vendor property or inventory during the run of the festival. Minimum security is provided but does not bind against loss.

I will cause no damage to Winterfest, the Town of Spencer or RBC Holdings of Rowan, LLC, property, venue or equipment in any way; and I agree to reimburse Winterfest, Spencer Partnership, Inc., in full for all expenses incurred in repairing such damage if it occurs

I understand that the space assigned to me is non-transferable and that if for any reason whatsoever consent to exhibit is denied, the liability of Winterfest, Spencer Partnership, Inc., shall be limited to the return of my participation fees at the sole discretion of Winterfest, Spencer Partnership, Inc. I am fully aware that my participation may be revoked for infraction of the foregoing regulations and that if the show is cancelled due to weather, calamity, acts of God or war, I will receive no reimbursement or compensation.

I understand that the assignment of booth space can be denied, revoked or changed for objectively justified reasons by Winterfest, Spencer Partnership, Inc. Relevant reasons include, but may not be limited to a) the assigned booth not being used/operational during opening hours, b) the booth occupant or staff repeatedly infringed upon regulations or additional instructions of the organizer, c) the booth occupant did not pay the participation fee, d) wrong facts were given in the application (e.g. other kind of merchandise than submitted is sold). If the assignment is being revoked, an immediate clearance of the booth can be demanded. Also, a penalty of no more than \$250 may be enforced. Enforcement of a penalty needs to be preceded by a warning given or sent to the booth operator to give the chance of changing the circumstance that may result in a penalty.

By signing below, I acknowledge that I have read and understand the terms and conditions (WINTERFEST TERMS & CONDITIONS) and agree to abide by them. I understand and agree that by failing to abide by the terms and conditions, I may be asked to leave Winterfest and that no refund may be made. I further agree that this determination shall be made at the sole discretion of Winterfest, Spencer Partnership, Inc. I am aware that this agreement includes a Release of Liability and Indemnification Agreement between the Town of Spencer, Winterfest, Spencer Partnership, Inc., RBC Holdings of Rowan, LLC , and me, the undersigned. I sign this agreement completely and voluntarily.

Signature

Date

Printed Name

Company Name

Title

CRAFT VENDOR APPLICATION

Print or type clearly

Name of Business: _____

Contact Name: _____

Mailing Address: _____ City: _____ State: ____ Zip: _____

Phone: _____ Email: _____

Website/Facebook/Instagram: _____

NC State Tax ID: _____

Describe what you plan to sell ? _____

Event location: Downtown Spencer across from the NC Transportation Museum

Street Address: 460 S. Salisbury Ave., Spencer, NC 28159

Vendor space requested:

- 4x8 hut w/ porch \$100
- 8x8 hut w/ porch \$125
- Special 10 x 15 Market Tent space (specialty products only) \$125
- 10 x 10 indoor spaces \$150

This application does not ensure acceptance. Vendor applications will be considered based on the timing of your application, the description and photographs of items to be sold, and prior attendance as a vendor. We do not grant exclusives in any category; however, we are careful about managing competition and repetition, therefore you may be asked to modify your offerings.

DO NOT send payment until acceptance has been confirmed by May 31, 2023. Upon confirmation, payment will be due no later than June 30, 2023. Vendor participation will not be officially confirmed until full payment is received. If payment is not received by the due date, the vendor space will be forfeited.

Current photos of your product is required with this application. Incomplete applications will not be considered.

All vendors are required to sign the Winterfest Vendor Release Agreement as part of the application process.

Your signature below indicates you have fully read and accept our Terms & Conditions to participate, and that the information you provided is accurate.

Signed _____

Date _____

COMPLETED APPLICATIONS MUST BE RECEIVED BY MAIL NO LATER THAN MONDAY, MAY 16, 2023.

Applications postmarked after this date will not be accepted.

Incomplete applications will NOT be considered. E-mail or faxed applications will NOT be accepted, no exceptions. Please do NOT include payment. Upon notification of acceptance, you will receive an invoice and payment will be due by June 30, 2023. Cash payments will not be accepted.

Mail to: Spencer Partnership - Winterfest
PO Box 585
Spencer, NC 28159

