



2025

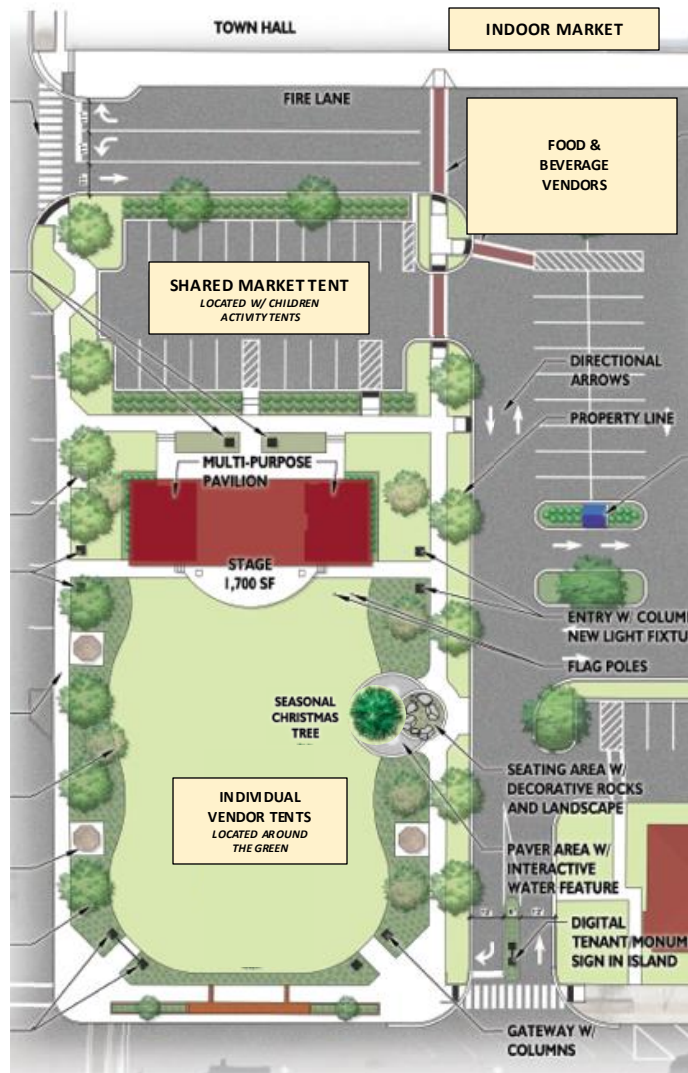
Food Vendor Application

WINTERFEST 2025 WILL DEBUT OUR NEW, PERMANENT HOME IN THE SPENCER TOWN PARK

A few highlights include:

- Pavilion with covered stage for performing artists
- Spencer on Ice, a 2,000 sq ft iceless skating rink
- Craft vendors located throughout the festival
 - Individual vendor tents with window sidewalls will be located around the green
 - A large market tent will house 7 craft & demonstration vendors, as well as the 2025 charity partner
 - The Indoor Market will be located in an unfinished space beside the Spencer Town Hall
- Kid's Corner will be located near Town Hall, which features Santa's House
- Food vendors will be in the proximity of the Indoor Market
- Permanent restrooms located within the pavilion

Most questions can be answered by reading through the application, but a detailed logistics package will be sent in October. This package will include the overall layout of the festival, specific layout for food & beverage vendors, electrical information, set-up and tear-down schedule, and other pertinent information.



WINTERFEST TERMS & CONDITIONS

VENDOR APPLICATIONS ARE BEING ACCEPTED FOR THE 2025 Winterfest Christmas Market in Spencer, NC. Vendors interested in applying may complete the application below.

THE MISSION

The Winterfest Committee strives to foster community connection for residents of Spencer and Rowan County as well as visitors through accessible, engaging opportunities that encourage those of every age to experience the child-like wonder of the holiday season.

MARKET LOCATION, DATES & HOURS

Event location:	Spencer Town Park across from the NC Transportation Museum	
Street Address:	460 S. Salisbury Ave., Spencer, NC 28159	
Friday	Dec 5	5:00 PM - 9:00 PM
Saturday	Dec 6	2:00 PM - 9:00 PM
Sunday	Dec 7	2:00 PM - 8:00 PM

PARTICIPATION FEES

Festival rate	Friday, Saturday, Sunday	\$125
Daily rate	Saturday	\$ 75
Daily rate	Friday/Sunday	\$ 50

APPLICATION DEADLINE: SEPTEMBER 30, 2025

PARTICIPATION FEE DUE: VENDOR WILL BE NOTIFIED OF APPLICATION APPROVAL. ONCE APPROVED, PAYMENT IS DUE BY OCTOBER 15TH. (If payment is not received, the vendor space will be forfeited)

VENDOR REQUIREMENTS

- Vendors agree to conduct business in a friendly, professional manner, toward visitors, other vendors, town employees, festival leaders, and volunteers.
- 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 be present for all market hours per their participation agreement.
- Vendor will be provided adequate vending space based on Vending unit size requirement.
- Winterfest will provide power to service all food trucks. Personal generators are not required or allowed.
- Vendor spaces are assigned based on product to be sold.
- Awarded spaces are non-transferable and non-refundable.
- No subletting or sharing of vendor space.
- A menu, detailed description, photos of products and set-up, and prices to be sold are required.
- Vendor agrees only to offer the approved items in their application.
- Vendor is responsible for receiving and storing its food and related inventory during the Festival.
- Vendor is responsible for securing adequate refrigeration.
- Overnight cooking must be completed by vendor set-up time. This time will be noted in the Vendor Logistics Packet distributed in November.

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)

REFUNDS

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.

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.
- Vendors may not rely on market volunteers in order to provide restroom breaks for your booth.
- Vendors must adhere to the following:
 - NO pets (except for service animals)
 - NO Tobacco products (includes e-cigarettes and vape pens)
 - NO Alcohol in booth, in designated areas only
 - NO Firearms
 - NO Illegal Drugs
- Vendors in violation will be asked to leave and will forfeit their participation fee.
- Hand sanitizer required for all booths.
- **All vendors must supply their own extension cords and keep a fire extinguisher in booth at all times!**
- 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 at night on Dec 5 and Dec 6.

PERMITS/LICENSING/INSURANCE

- Vendors are responsible for their own business transactions.
- All food vendors are REQUIRED to have up to date food handling permits through the Rowan County Health Department. If you do not have a food handling permit and need to obtain one, please review the [Application for the Temporary Food Service](#) permit and **return to** the Rowan County Health Department along with the \$75.00 fee upon acceptance into the Festival.
- **Alcohol Vendor must attach an up-to-date brewer's permit WITH application from NC ABC.**
- Vendors serving alcohol are required to verify ID for participants of legal age prior to the sale. No one under the legal age is allowed to buy or consume alcohol. Vendors in violation will be dismissed immediately.
- Winterfest requires proof of insurance with a minimum of \$1,000,000 aggregate liability from each vendor naming the Town of Spencer as additionally insured. Proof of insurance is required upon acceptance into the Festival and must be submitted no later than September 30, 2025.
- 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*).

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, vending truck, tent, tables, chairs, signs, and decorations.

WEATHER

- The event will be held **RAIN OR SHINE**. NO REFUNDS.
- 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 November. 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 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, 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 infringing 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

Title

Company Name



PRODUCT OFFERING + ELECTRICAL NEEDS

Food Vendor Name _____

Menu Items	Description	Price

Winterfest makes plans for electricity based on the needs of individual vendors. For this reason, please complete this form **very carefully**. We will only be prepared to handle the voltage and amperage you have indicated on the form.

- Please list the types of electrical items you will be using (i.e., oven, refrigerator, deep fryer, warmer, etc.)
Vendors are limited to 6 electrical appliances.
- Look at the nameplate rating located on the back of each piece of equipment that you will be using at the festival to determine the wattage and amperage. We **MUST** have your correct voltage, amperage and wattage specifications.
- All service must be converted to amps. If the amperage is not included on your equipment, the formula – watts divided by volts should be used in order to get the correct amperage.

Example: Bun Warmer 300 watts/120 volts = 2.5 amps
 5 lamps x 100 watts ea. 500 watts/120 volts = 4.2 amps

Electrical Fee Schedule

All food vendors get 4 plugs included with participation fee. (One item can plug in to a plug – not a power strip.)
 Anything over 4 plugs will be charge \$15 per additional plug.

Electrical Equipment	Quantity	Amps	Volts	Watts	Fee
					Included
					Included
					Included
					Included
					\$15
					\$15

TOTAL COST: _____

Power fee to be submitted with participation fee upon acceptance.



FOOD VENDOR APPLICATION

Print or type clearly

Vendor Name: _____

Contact Name: _____

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

Phone: _____ Email: _____

Website/Facebook/Instagram: _____

NC State Tax ID: _____

Event location: Downtown Spencer across from the NC Transportation Museum

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

Vendor space requested:

<input type="checkbox"/> Festival rate	Friday, Saturday, Sunday	Dec 5/6/7 _____	\$125
<input type="checkbox"/> Daily rate	Saturday	Dec 6 _____	\$ 75
<input type="checkbox"/> Daily rate	Friday	Dec 5 _____	\$ 50
<input type="checkbox"/> Daily rate	Sunday	Dec 7 _____	\$ 50

This application does not ensure acceptance. Vendor applications will be considered based on the timing of your application, the description, price 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.

Payment MUST be received by October 15, 2025. 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.

Incomplete applications will not be considered. Must include:

- ☐ **Winterfest Vendor Release Agreement, signed, as part of the application process.**
- ☐ **Product Offering + Electrical Needs form w/ a photograph of your plug(s) to ensure our electrical contractor provides what you need.**
- ☐ **Beer Vendor must attach an up-to-date brewer's permit WITH application from NC ABC**
- ☐ **Photograph of vending vehicle or cart, with total dimensions and location of service window.**

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 & PAYMENT MUST BE RECEIVED NO LATER THAN OCTOBER 15, 2025.

A link for online application and payment will be sent to you by the Food & Beverage Vendor Coordinator

Or mailed to Mail to: Spencer Partnership- Winterfest

PO Box 585

Spencer, NC 28159

Applications received after this date will not be accepted.

Incomplete applications will NOT be considered. E-mail or faxed applications will NOT be accepted, no exceptions.

Cash payments will not be accepted.