



2023

Beverage 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 with 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

Festival rate	Two Weekends (Friday & Saturday)	\$100
Weekend rate	One Weekend (Friday & Saturday)	\$75

Limited number of 10 x 10 concession huts available in lieu of tents. Personal tents are not allowed.

APPLICATION DEADLINE: JULY 31, 2023

PARTICIPATION FEE DUE: AUGUST 31, 2023

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.
- Winterfest will provide a generator(s) to service all food and beverage vendors. 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 detailed description of products 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 product and related inventory during the Festival.
- Vendor is responsible for securing adequate refrigeration.
- A Vendor Logistics Packet will be distributed in October.
- Winterfest will work with vendors to accommodate special requirements when possible.

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
 - 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 every night from Dec 1 through Dec 9.

PERMITS/LICENSING/INSURANCE

- Vendors are responsible for their own business transactions.
- **Alcohol Vendor must attach an up-to-date 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, 2023.
- 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 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 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 vendor 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 sell my food products 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 participate 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 vendor 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 space not being used/operational during opening hours, b) the vendor or staff repeatedly infringed upon regulations or additional instructions of the organizer, c) the vendor did not pay the participation fee, d) wrong facts were given in the application (e.g. other kind of product than submitted is sold). If the assignment is being revoked, an immediate clearance of the vendor space 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 vendor 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

BEVERAGE 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:

- Festival rate Dec 1/2 and Dec 8/9 _____ \$100
 Weekend rate Dec 1/2 _____ or Dec 8/9 _____ \$75

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.

DO NOT send payment until invoice is received. Upon receipt, payment will be due no later than August 31, 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.

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.**
- Alcohol Vendor must attach an up-to-date 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 MUST BE RECEIVED BY MAIL NO LATER THAN MONDAY, JULY 31, 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, payment will be due by August 31, 2023.

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