



2022 Vendor Application

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General Application Information

The 2022 Webbstock Music Festival will be held April 9, 2022 from 1:00 p.m. until 10:00 p.m. The festival takes place on South Main Street in Boiling Springs and features an assortment of regional craft, food vendors, and a kids zone as well as various exhibitors and entertainment. The entertainment includes: Acoustics Syndicate, Dirty Grass Soul, The Phoebes Band, and That One Band. Vendor spaces are assigned on a first come first serve basis. To guarantee space in the event please submit your application by April 4TH (food vendors please see section on food permits). Applications should include a listing and photos of items sold, distributed, demonstrated, etc. This information is used to diversify the event. The event allows for similar, but avoids identical items. For example only one Avon representative will be allowed but multiple vendors may sell makeup products. Most applications are accepted, vendors who are denied are contacted shortly after the application is submitted. Vendors are not contacted by the Town until the week of the event with an assigned vendor space.

Vendor Spaces & Fees

Vendor spaces will be determined by the Event Coordinator and communicated to vendors the week of the event. Only one vendor may operate from each vendor space. Vendors may not pair up to circumvent fees. Spaces may not be reassigned or sublet by vendor.

Vendor Type	First Space 12'x12'	Each Additional Space
Food Vendor	\$100	N/A
Standard Vendor/Exhibitor	\$75	\$25
Non-Profit 501C*	\$35	\$10

*Proof of non-profit status must be provided with application

Utilities, Generators, Sanitation

Not Provided

Electricity, generators, water and wastewater will **not** be provided. Some food vendors may be required by the Health Department to have self-contained potable water.

Sanitation

Vendors distributing or selling food must provide hand sanitizer. Event area will provide public toilets and handwashing stations. Garbage should be bagged and boxes should be flattened and left on the sidewalk behind your vendor space. Please do not utilize the public garbage cans in the event area intended for festival crowds.

Event Promotion and Social Media

The Town makes a concerted effort promoting the Webbstock Festival on social media and through conventional advertisement methods. Vendors are encouraged to follow the Town's Facebook Page, create their own content related to festival, and help share the event and related social media content to further aid in promoting the event.

Taxes & Food Permits

Vendors are solely responsible for collecting, reporting, and paying all appropriate taxes. All persons distributing food for sale or as samples must contact the Cleveland County Health Department at 980-484-5130 at least 3 weeks prior to the event. The Town provides the requisite Health Department forms online.

Weather and Refund Policy

Festival is held rain or shine. The Town observes a strict no refund policy after an application has been processed. The event will not be cancelled due to forecasted weather conditions. If conditions are unsafe due to conditions present the day of the event, the event will be shut down by the Event Coordinator.

Rules and Guidelines

1. Vendors must provide their own tables and table coverings. Bare tables will not be allowed.
2. Vendors must have personnel present in their space throughout the event.
3. Vendors may not setup late or leave early from the event without exigent circumstances.
4. Event and public safety personnel are the only people permitted to operate motorized vehicles such as golf carts, ATV's and the like in the festival area.
5. Tents and other appurtenances will be inspected and must be secure from displacement by wind and weather. Unsecured items will be ordered removed.
6. Vendors must operate within the confines of their designated space and may peddle or sell in the area immediately in front of their space but should refrain from aggressive sales tactics.
7. Vendors are responsible for clearing garbage and debris from their space.
8. Vendors may not interfere with surrounding vendors with loud music or other nuisances.
9. The sale or distribution of alcohol is prohibited by town ordinance.

Setup and Breakdown Procedures

- Vendors will be contacted with their space location information the week of the event.
- Vendors should come into Down Town Boiling Springs by South Main Street.
- Vendors will be able to begin setting up their space at 11:00 a.m.
- Vehicles will be cleared from festival area at 12:45 p.m.
- Festival area will open to public at 1:00 p.m.
- Festival area will close at 10:00 p.m. and vehicles will be allowed into festival area by 10:15 p.m.
- Pile garbage behind vendor space.
- Medical aid, lost children, etc. should be directed to the Town Museum.

Application & Payment Instructions

Applications must consist of this completed and signed page as well as **cash or check** for all applicable fees. Checks will not be accepted with applications submitted less than one week prior to Festival. Vendors will be charged a \$25 fee for any bounced checks. Applications may be taken at the front desk of the Town Hall at 114 East College Avenue or mailed to:

Town of Boiling Springs
Webbstock Festival
PO Box 1014
Boiling Springs NC 28017

Agreement & Indemnity Clause

Applicant Information
Name of Organization or Company:
Applicant Name:
Mailing Address:
Email Address:
Website/Social Media Tag(s):
Phone Contact:
Day of Contact (Person at Event):
Day of Contact's Phone:

General Listing of Goods, Items, etc.

Base Fees	Amount	Quantity	Subtotal
Food Vendor	\$100		
Standard Vendor Space	\$75		
Non-Profit Vendor Space	\$35		
Additional Spaces			
TOTAL INCLUDED WITH APPLICATION:			

Applicant hereby indicates understanding and agrees to the rules and policies identified in this application and agrees to defend, indemnify, and hold harmless the Town of Boiling Springs and its agents against any and all losses, expenses, claims, suits, damages, or causes of action arising from the granting of this application and participation in festival and against any order of decrees or judgments which may be entered therein due to any injury to any person or property or loss of life sustained in or about the event or associated with the event caused by negligence, intentional acts, of the Town or applicant and their employees or agents.

Signed: _____ Date: _____

Print Name: _____

Policies and Procedures for Vendors and Exhibitors

Gardner-Webb University and the Town of Boiling Springs are the Host Sponsor of Webbstock, which is centered on Main Street in Boiling Springs, NC and is produced and directed by the Webbstock Committee. All vendors must be approved by the Webbstock Committee and must agree to abide by the guidelines herein specified.

1. Vendors: Four categories of vendors are recognized. Each vendor must meet the criteria for one category defined below:

- Commercial Food Vendor – has an established business/location; routinely sells food items to the general public; and/or has a full-service permit issued by the Health Department.
- Private Food Vendor – an individual who does not have an established food business/location; does not routinely sell food items to the public and is selling food items on a temporary basis for this event. Must comply with Health Department Regulations.
 - Product/Craft Vendors – commercial, private, or non-profit individuals or groups selling products, arts, crafts, or services; may have demonstrations, displays, or activities related to specific products, but the emphasis is on the sale of products or wares.
 - Not-for-Profit Exhibitors – not-for-Profit community service agencies, which will promote their services and give information; may have demonstrations, displays, screenings, or activities that relate to the services promoted. May not sell products or services.

2. Application:

A vendor application must be completed, including a full list of items, products, services to be sold, distributed free, or sampled; or demonstrations or activities to be performed at the vendor booth. The Webbstock Committee prior to the start of the festival must approve these. To diversify exhibits, the Webbstock Committee reserves the right to exclude vendors with duplicate products or services. The sale of alcohol or alcoholic beverages is strictly prohibited outside the designated area.

3. Fees:

Commercial/Private Food Vendors.....	\$100.00
Product/Craft Vendors	\$75.00
Not-for-Profit Exhibitors	\$35.00

A fee must be submitted with the Vendor Application and received by Monday, April 4, 2022. (Food vendors must have application on file and Health Department paperwork submitted by March 25, 2022). This fee entitles the Commercial/Private Food Vendor to a 24x18 space, Product/Craft Vendor and Not-for-Profit exhibitors to a 12x12 space for products and services. More than one space can be acquired for an additional fee as listed above. These spaces are offered on a first come, first serve basis.

4. Permits/Certificates/Taxes:

Vendors are solely responsible for collecting and paying appropriate taxes. All food vendors (commercial and private) MUST obtain a "Temporary Food Service Permit" (issued by the Cleveland County Health Department) and any other permit as required for operating in such capacity. Permits must be displayed at the booths of vendors during festival hours.

5. Location:

The Webbstock Committee will determine the location of all booths and display tables. Only one vendor may operate in each space. Space may not be reassigned or sublet.

6. Vendor Signs:

Each vendor must supply its own sign. Only one sign or banner is allowed on the outside of each tent, table, or area unless approved the Webbstock Committee. The sign should be neat, professional looking and should only contain the name of the vendor. The Webbstock Committee reserves the right to remove any sign or banner that is not acceptable.

7. Other General Guidelines for Vendors:

- A. Vendors must provide table covers, skirts or appropriate draping for tables. No bare tables are allowed.
- B. Vendors must keep boxes and cartons out of sight.
- C. Vendors must provide their own shelves, display racks, etc.
- D. Vendors must make their own arrangements for the transport of their products, equipment, etc. to and from their exhibit space. The Webbstock Committee personnel are not available to assist, and the festival cannot provide storage space for products, equipment, literature etc. for vendors.
- E. Vendors must take full responsibility for set-up and takedown of all items related to their exhibit. The Webbstock Committee will establish set-up and takedown times.
- F. Vendors must have personnel present in their booths at all times during the festival operating hours.
- G. Vendors may not open or close earlier or later than the official operating hours without the express approval of the Webbstock Committee.
- H. Vendors must keep all displays, merchandise, etc. within the confines of their designated space.
- I. Vendors must maintain a neat and clean area in and around their space.
- J. Vendors are responsible for cleaning up their space and any debris generated by their exhibit.
- K. Vendors may not peddle, sell, or advertise outside their assigned area.
- L. Vendors may not distribute literature or other items to passers-by while standing outside their assigned area.
- M. Vendors may not have music or conduct activities that may be disruptive to neighboring vendors, or passers-by. The Webbstock Committee reserves the right to make such determinations.
- N. Vendors must return the space to its pre-festival condition. If repairs or cleaning costs are incurred and the Webbstock Committee determines the vendor responsible, the vendor will be billed for the cost.
- O. Vendors must comply with festival parking regulations.
- P. No vehicles (cars, trucks, trailers) of any type may be parked on or near a vendor's location during festival hours.
- Q. Vendors are to follow the loading and unloading procedures as directed by the Webbstock Committee.
- R. Vendors must operate in a professional manner. The Webbstock Committee reserves the right to expel any vendor or their personnel who fail to do so.
- S. Pricing of items must be clearly displayed and must remain as posted during the entire festival unless an agreement has been made with other vendors with similar items to change pricing. Undercutting prices for any reason is prohibited.
- T. Vendors are solely liable for equipment (installation, operation, and teardown) and any other personal property at the festival. The vendor represents that he or she has insurance coverage for items to cover loss due to vandalism, theft, or any other casualty. Security will be provided by the Webbstock Committee at specified designated times; however any losses due to fire, theft, or any other casualty is

the sole responsibility of the vendor. It is specifically agreed that the Webbstock Committee, the Town of Boiling Springs, and Gardner-Webb University shall be held harmless for any claim of theft, vandalism, casualty or loss.

U. Only one vendor of commercial items is allowed at the festival. Companies such as Avon, Thirty-one, Tupperware, Origami Owl, etc. have corporate regulations allowing only one vendor per event. Spaces will be provided to the first vendor application received for these companies. Absolutely no indication that another vendor has a similar item may be advertised using the official company name of another vendor who is certified to sell that product. (For instance, no signs saying "Charms fit Origami Owl," or any such use of a commercial vendor product name is allowed).

V. Vendors agree to defend and indemnify the Webbstock Committee, the Town of Boiling Springs, and Gardner-Webb University, their agents and employees, against any and all losses, expenses, claims, suits, damages, or causes of action whatsoever arising out of granting of the vendor contract, and against any order of decrees or judgments which may be entered therein, due to any injury to any person and/or property or loss of life sustained in or about the festival site and the buildings, tents, grounds, improvements thereon, or associated with the event during the term of this agreement, caused by the negligence or wrongful, intentional acts of the vendor, its employees or personnel or agents.

I understand and agree to abide by the above policies and procedures. Upon acceptance of my application, this form will be binding and will represent the terms of the contract.

Authorized Person's Name _____ Position _____

Signature _____ Date _____

Accepted by (Webbstock Committee Representative) _____ Date _____