

7th NC Gold Festival Booth Rental, Vendor & Exhibitor Application

Friday and Saturday April 9, 10 2010

12X12 BOOTH SPACE = \$50

Please send or FAX this application to:
NC Gold Foundation, Inc. P.O. Box 2786 Marion, NC. 28752, Fax (828) 652-1172

Please fill out application and submit with payment by check to the address above. Confirmation will be mailed to you.

Name: _____

Business Name: _____

Address: _____

Phone: _____ Cell Phone: _____

Email: _____ Website: _____

Description of Products being Sold or Services Provided: _____

Number of booth spaces needed: _____ (\$50.00 per 12' x 12' space)

If your booth is under the canopy of your RV, specify amount of space needed to park RV: _____

If your booth is under a tent or canopy, specify size of tent: _____ or canopy: _____

Do you need electric hookup? _____ Yes _____ No (If yes, include \$10.00 fee with application.) (Note: 30 amps only)

Are you a Not for Profit business holding a 501(c) (3) applying for free booth space. _____ Yes _____ No

Are you staying overnight in your RV/Camper at Tom Johnson's Camping Rally Park? ___ *Yes for ___ nights. ___ No.

*The cost is \$25 per night and includes 30 amp electric, water & sewer service. Please submit fee with application.

Do you have any special needs or special requests that have not been addressed elsewhere? If so, please explain:

TOTAL PAYMENT:

BOOTH SPACE: \$ _____ ELECTRICITY: \$ _____ CAMPING FEE: \$ _____ TOTAL ENCLOSED: \$ _____

Vendors are requested to donate an item to the Festival as a Door Prize or as part of the Treasure Chest. You will be recognized and your booth promoted from the Music Stage for your contribution. Bring item to Registration Tent upon arrival. Please indicate what you will be contributing: _____

By signing below, I acknowledge having read the attached TERMS AND CONDITIONS FOR BOOTH RENTAL, VENDORS AND EXHIBITORS and I understand and agree to be bound by the provisions of this agreement which shall become binding upon acceptance by the NC Gold Foundation.

Signature of Authorized Person

Title

Printed Name of Person who signed above

Date Signed

ACCEPTED BY NC GOLD FOUNDATION AND THE FESTIVAL:

Signature of NC Gold Foundation/Festival Agent

Date Signed/Accepted

NORTH CAROLINA GOLD FOUNDATION, INC. /NC Gold Festival

SPECIAL INFORMATION FOR VENDORS AND EXHIBITORS

Set-up: Begins at 10:00 am on Thursday for those needing extra time. Set-up on Friday morning will begin at 7:00 a.m. or earlier by advance request. Set-up time and space requirements will determine the location of the booth. All vehicles must be removed from the festival site by 11:30 a.m. on Friday and 8:30 a.m. on Saturday. Space assignment & parking directions are provided at check-in. Overnight camping costs are the responsibility of each vendor. Each exhibitor supplies complete booth. Tables are to be covered and canopies free standing. NO ANCHORS IN PAVEMENT. Damages to festival site caused by exhibitor will be the responsibility of the exhibitor, including grease stains.

Take down: As a courtesy to all vendors/exhibitors, booths are to remain in place until the end of the Festival on Saturday. Booth & vehicle(s) are to be removed from festival site within 4 hours of the close of the Festival on Saturday unless overnight camping arrangements have been made.

Criteria for acceptance: All artists, original work is REQUIRED. No commercial kits and no second hand items allowed. Photos MUST be submitted with new applications and will be returned in vendor information packet at the festival. Returning vendors need not send photos unless a new product line has been added. All business owners may display only products from your business. No used articles such as "swap meet" items.

Exhibitor Responsibilities: Compliance with applicable state or federal laws is the responsibility of the exhibitor (ie. collection of sales tax). Submission of an application is an implied agreement to abide by the rules set forth herein. NO rain date, NO refund in case of rain; and festival sponsor is NOT RESPONSIBLE for accidents, damages or other loss incurred by exhibitor.

Food Concessions: Concessions are expected to provide a quality product in compliance with N.C. Health Department regulations. The Booth area is to be maintained in a clean safe condition at all times. Damage to festival site, including stains to the streets, will be the responsibility of the exhibitor. Food Vendors are required to be inspected by the McDowell County Health Department. An Additional Health Department application is required to be completed. Failure to complete both applications will void the application. NC Gold Festival organizers require any and all food booths that cook food at the festival site be inspected and follow the health department guidelines, including non-profit organizations. NO ALCOHOLIC BEVERAGES and/or DRUGS and DRUG PARAPHERNALIA at any time at any Festival sites.

Special Needs: Indicate on the application as to your need for water, electricity, parking for product re-supply, and all other needs. Exhibitors are to supply their own extension cords.

TERMS AND CONDITIONS FOR BOOTH RENTAL, VENDORS AND EXHIBITORS

1. For the purposes of this document: the N.C. Gold Festival is referred to as "Festival;" the North Carolina Gold Foundation, Inc. is referred to as "NCGF;" all Booth Renters, Vendors and Exhibitors are referred to as "Participant" and the context shall indicate which is intended.
2. NCGF retains the absolute right to accept or refuse the involvement of any Participant in the Festival. NCGF also retains the absolute right to exclude any products or materials from being displayed or offered for sale at the Festival if, in the discretion of NCGF, such products or material are not in keeping with the family atmosphere of the Festival.
3. NCGF does not and cannot guarantee the numbers of persons who will attend the Festival or the number of Participants who will be involved in the Festival. Any indication of the anticipated size of the attendees or the number of Participants is merely a good faith estimate and NCGF shall not be bound by any such estimate.
4. NCGF does not and cannot guarantee whether any Participant will realize any revenue or profit from involvement in the Festival and makes no representation of any kind regarding financial results for any Participant.
5. Participant waives and releases NCGF and Festival (including without limitation the officers, directors, agents, volunteers and employees of NCGF and Festival) from any and all claims whatsoever (including without limitation financial loss, personal injury, property damage, and all other types of costs and expenses, such as, for example, court costs and attorney fees) regarding in any way the involvement of Participant in the Festival. Participant further holds harmless and agrees to indemnify and defend NCGF and Festival (including without limitation the officers, directors, agents, volunteers and employees of NCGF and Festival) from any and all claims whatsoever from attendees or others who may suffer any loss, injury or harm in any way related to the Festival and who thereafter assert any kind of claim whatsoever against NCGF and Festival (including without limitation financial loss, personal injury, property damage, and all other types of costs and expenses, such as, for example, court costs and attorney fees).
7. Participant agrees that NCGF and Tom Johnson's Camping Center Rally Park and the staff of the same will not be held responsible for the safety and property of the Participant. Security may be provided: however, liability for loss remains with the Participant.
8. Displays are to be contained within the area of the exhibit booth, without projections that will disturb other Participants or the flow of traffic.
9. Participants are expected to conduct their business within the confines of their booth space. Advertising and/or solicitation by persons not holding booth space is prohibited.

10. Use of hazardous materials, electricity and flammable materials must conform to all local and state regulations. Firearms and other weaponry must be non-operable, with firing pin removed and trigger locks installed, or other safety precautions to insure the safety of others. No live ammunition, powder, or primers will be allowed in any or all Festival venue areas.

11. Participant must control the noise level of demonstrations and must not engage in activity that interferes with other Participants. If your booth activity in the Festival area interferes with other Participants, we will request that you cease the offending activity immediately. Festival staff reserves the right to limit the noise level or activity of any booth, and the right to remove a Participant for noncompliance.

12. Participant shall comply with all local, county, state, and federal police, fire, health, and public safety laws, ordinance, and regulations applicable to the exhibit covered by this agreement, including but not limited to rules adopted by the Festival.

13. If NCGF determines that fire, flood, weather, strikes, civil disorder, war, or other circumstances beyond its control make it impossible or inadvisable to carry on the Festival event with due regard for the safety and welfare of Exhibitors and visitors, then this contract will, at the election of NCGF, become void and terminated. NCGF will not refund the rents paid by the Exhibitor and the Exhibitor waives all claims for damages or compensation as a result of such a termination.

14. Participant may conduct raffles and/or prize drawings provided advance authorizations are obtained from Festival operators. Participant assumes all liability as to the proper awarding of prizes to the recipient(s) and agrees to abide by any and all local, state, and federal regulations regarding the operations of a raffle. No involvement by the NCGF, the Gold Festival operators, or site owners, shall be expressed, implied, or otherwise conveyed to the purchaser of raffle tickets or the recipient of prizes. All Prizes must be awarded by Festival close and recipient must be present to win.

15. Participant accepts these terms and conditions and agrees to be bound by them. Participant also understands that supplemental rules and regulations may be added for logistics of the Festival at any time, with the overall objective being to have a positive experience for attendees and for Participants. Participant agrees to accept and abide by such supplemental rules and regulations as may, in the good faith discretion of NCGF and the Festival, be necessary or expedient to promote such a positive experience for all involved.

16. This document is the entire agreement of the parties and supersedes and replaces any and all previous agreements, written or oral. All matters and questions not specifically addressed in this document shall be decided in the discretion of NCGF and the Festival organizers. If any part hereof shall be declared invalid or unenforceable, the remainder of the provisions shall continue in full force and effect. This document shall be interpreted under the laws of the State of North Carolina.

17. By signing on Page 1, Participant represents and warrants that the signer has read, understands and agrees to be bound by the provisions hereof, and that the signer is authorized to enter into this agreement, which shall become binding only upon acceptance by NCGF. A photocopy or fax copy of this agreement, once signed, shall have the same force and effect as the original.

Payment by check or Money Order to:

North Carolina Gold Foundation, Inc. /NC Gold Festival
P.O. Box 2786, Marion, NC 28752

Questions? Call 800-959-9033