

# Guilford County Parks



## 2024 Bur-Mil Fall Fest Vendor/Exhibitor Registration and Agreement

### I. GENERAL TERMS:

All events held on Guilford County Parks (“GCP”) property or facilities remain under control of GCP, including all areas assigned to Participants for use within an event, with GCP exercising full authority and discretion regarding the status of an event during inclement weather or in anticipation of inclement weather, civil disturbance or other conditions determined to be unacceptable by GCP staff. No alcoholic beverages or any illegal substances are allowed on GCP premises except for special permissions granted by Guilford County for possession and/or consumption of alcoholic beverages.

**This Agreement and the required fee must be returned and be in the possession of the GCP staff no later than Friday, September 27, 2024, along with any fees, or this Agreement will not become effective. Payments will not be accepted until your application is approved. **Event Date is Saturday, October 12, 2024, from 10 a.m.- 3 p.m.****

**Please Indicate:**       **FOOD VENDOR**                       **OUTSIDE VENDOR**       **INSIDE VENDOR**

Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Office Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Website: \_\_\_\_\_

Contact/Organizer Name: \_\_\_\_\_

Cell Phone/ Mobile: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Detailed Description of Items/Service to Be Sold, Displayed or Promoted at the Booth: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\*Vendors and Exhibitors will be limited to selling or displaying only items listed on this Application.**

**Method of Payment:**  Cash     Check     Money Order/Cashier’s Check     Credit Card (Complete below; See Section XIV(c))

Card No. \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CSC Code: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

**Agreement** and constitutes a contract between the Vendor or Exhibitor and GCP.

**“Application”** means the information provided by the Participant under the General Terms to qualify for registration to participate in the festival.

**“Artisan”** refers to vendors that make and market their own product.

**“GCP Staff”** means the person authorized by GCP who conducts, manages, promotes, organizes, and/or solicits attendance at a GCP-sponsored event or festival in or on a GCP facility.

**“Exhibitor”** means the person or organization participating in the event or festival for the purpose of promoting the specific service offered by that person or organization and as outlined above under the “Detailed Description of Items/Service to Be Sold, Displayed or Promoted at the Booth” under General Terms.

**“Festival”** means a thematic, organized, site-specific celebration, performance, exhibition or competition occurring upon public or private property, or a combination of private and public property, during which commerce occurs, for a defined period of time, advertised and promoted by a person or entity independent of Guilford County, that will have an impact on county resources, due to the anticipated congregation of people in such numbers or in such location as identified. In this Agreement, the Festival referred to is the 2024 Bur-Mil Fall Fest.

**“GCP”** means Guilford County Parks, a department of Guilford County.

**“Goods”** means wares, personal property, merchandise, or any other similar item or object that is generally sold.

**“Organizer”** means the person who conducts, manages, promotes, organizes, aids or solicits attendance at a commercial or non-commercial event on behalf of a Participant.

**“Participant”** refers to either Vendor or Exhibitor.

**“Retailer”** refers to vendors that make and market the product of a third party.

**“Signage”** means any sign, pennant, flag, banner, inflatable display, or other attention-seeking device.

**“Tax-Exempt Non-Profit Organization”** means an organization that is exempted from payment of incomes taxes by federal or state law and which has been in existence for a minimum of six (6) months preceding the date of Application for the Festival.

**“Vendor”** means any person who sells or offers to sell, any goods, food, or beverages within an event or Festival, including the Event Organizer or any person who contracts with the Event Organizer for space within the event or Festival to vend goods. Artisans and retailers both fall under the category of vendor.

A Vendor also includes the eligible business referred to on the Application, as identified above under General Terms, and who signs, or authorizes signing of, this Agreement in relation to setting up to vend at an event or festival taking place in or on a facility owned and/or operated by Guilford County Facilities & Parks. Any authorized representative acting on behalf of or in conjunction with the Vendor must be over the age of twenty-one (21).

### **III. APPLICATION PROCESS:**

- a. The Participant is required to fully complete and sign the Festival Application and submit the Application with the applicable fees paid in full once the Application is approved.
- b. Applications must be received no later than **Friday, Sept. 27**. All required and applicable licenses, liability insurance, fire inspection certifications for fire extinguishers, Health Department certifications and proposed menu shall be submitted with the Application.
- c. Electrical requirements must be identified on the Application. GCP is not responsible for supplying electricity for Participants.
- d. The person signing the Application has authority to do so; and is responsible for booth content and Participants' conduct. No one is permitted to sign for or pay for another Participant's booth.
- e. The GCP Staff will assign space based on booth requirements and park layout, always keeping the best interest of the festival in mind.
- f. The GCP Staff will assign space locations five (5) days prior to the festival and a confirmation will be emailed to the Participant with space number, load-in information, Festival detail, etc. These details are subject to change.
- g. Fees are non-transferable.

### **IV. APPROVAL PROCESS:**

- a. Applications will be approved or denied based on the festival needs, space availability and/or number of duplicated products and/or services. The submission of an application does not guarantee a participant acceptance into the festival. All decisions are at the discretion of the GCP Staff. The GCP Staff has the right to deny or cancel any participant that does not follow the professional expectations of the festival. The GCP Staff does not guarantee exclusivity for participants.
- b. Food vendors, those providing personal services to the public, and animal exhibitors, are required to comply with Guilford County Environmental Health standards.

### **V. REFUNDS/CANCELLATIONS:**

- a. Whereas the Festival is not-for-profit and with commitments based upon anticipated revenue, there are no refunds available for approved participants. Approved participants that cancel or are a "no show" will forfeit any fees paid.
- b. The festival has no control over the weather. Therefore, GCP is not obligated to refund any fees in the event of any change to the program resulting from the weather.

### **VI. INSURANCE REQUIREMENTS:**

- a. Requirements – Food vendors and all suppliers shall maintain public liability insurance of no less than one million dollars (\$1,000,000.00) per occurrence with a two million dollar (\$2,000,000.00) aggregate limit which covers the Participant and the goods or services being offered by the Participant at the Festival as described herein.
- b. Vendors will hold harmless and indemnify Guilford County, GCP, and the festival against all claims and actions arising out of participation in the festival, including, without limitation, expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from participation in the festival.

### **VII. SPACE ALLOCATION:**

- a. All participants must utilize their assigned space. Double (or greater) booths must operate side-by-side. Trading of booth spaces is not permitted.
- b. **Participants are expected to provide their own tables, chairs, carts or other display racks, protective coverings, bags, containers, outdoor electric cords, and any other supplies needed.** The furnishings and display fixtures must be durable, sturdy and safe. The GCP Staff has the right to refuse any furnishings or display fixtures it considers non-sturdy or unsafe.
- c. Any Participant utilizing any equipment, fixtures, or any other property of GCP agrees to return such equipment, fixtures, or any other property to GCP at the close of the festival.

**VIII. EMERGENCY PREPAREDNESS – FIRE REGULATION (ALL PARTICIPANTS):**

- a. All Participants must operate from under a flame-retardant canopy, if a canopy is being utilized, or from a self-contained trailer.
- b. All compressed gas cylinders must be stored in racks, chained or tied securely as a safety measure.
- c. Propane appliances, equipment and service must comply with requirements by a nationally recognized testing organization as defined by Chapter 2 and Chapter 3 of the 2012 North Carolina Fuel Code.
- d. The Participant shall ensure that:
  - i. The cylinder is properly installed, and the connections leak free.
  - ii. The equipment is in safe operating condition; and
  - iii. The installation complies with the applicable code.
- e. Participants shall comply with:
  - i. All Guilford County and North Carolina fire regulations; and
  - ii. All technical standards relevant to the equipment being used.

**EMERGENCY PREPAREDNESS – FIRE REGULATION (FOOD VENDORS):**

- f. Food vendors must have at least one 2A10BC fire extinguisher in the cooking area. These must be mounted in conspicuous and easily accessible locations.
- g. Only approved heating and cooking equipment may be used. This equipment must not be located adjacent to exits or access to exits. Approval is at the discretion of the Guilford County Fire Department.

**IX. SAFETY AND SECURITY**

In the interest of public safety, a zero-tolerance policy is enforced by both Guilford County and GCP regarding the Festival. This means failure to comply with standards may result in citation by Guilford County and/or removal from the festival.

**X. CONDUCT**

- a. Participants must conduct themselves and their employees/assistants in a professional manner. Loud playing of radio, television, or other noise-producing items will be managed by the GCP Staff.
- b. No profane language, fighting, or verbal downgrading of another Participant is allowed.
- c. Strolling sales are not permitted. Participants must remain in the immediate proximity of their booth to conduct advertising and business.

**XI. INVENTORY (ALL PARTICIPANTS):**

- a. Where required, Participants shall comply with all applicable tax requirements.
- b. Participants are limited to vending or promote only those items and/or services identified in the respective Application completed under General Terms.
- c. GCP, through its GCP Staff, reserves the right to deny the display and/or sale of any product it deems unacceptable or inappropriate.
- d. Products that defame the American flag or are anti-American in nature are considered unacceptable and inappropriate and are not permitted for display or for sale.
- e. No selling of replicated licensed merchandise is permitted (including, but not limited to, CDs, DVDs, clothing, purses, etc.).

**XII. INVENTORY (FOOD VENDORS):**

- a. Beverages. GCP reserves the right to wholesale and be sole supplier of beverages sold at the festival. Beverages include, but are not limited to, bottled water, soft drinks, etc.
- b. GCP reserves the right to set retail prices for beverages sold.
- c. Food Vendors shall not engage in sampling.
- d. Food Vendors shall attach hereto a proposed menu demonstrating items intended for sale and corresponding prices. The menu shall not be amended without providing prior notification in writing to GCP advising us of the proposed changes.

**XIII. GENERAL RULES:**

- a. On the day(s) of the Festival, the Participants must man the booth and keep the booth open for business during all advertised Festival hours. Early take-down is not permitted.
- b. Participants are not permitted to sell alcoholic beverages without the authorization and pre-approval from GCP.
- c. Participants are responsible for always keeping booth area clean. All waste, including, but not limited to food waste, must be disposed of properly. Food, grease, or oil cannot be disposed of into park drains, dumpsters or any waterway.
- d. GCP may fine violators or refuse them the opportunity to return.

**XIV. PARTICIPANT FEE SCHEDULE**

<b>Category</b>	<b>Rate</b>
Inside Vendor	\$40.00
Outside Vendor	\$30.00
Food Vendor	\$150.00

- a. Exhibitor and Non-Food Vendor fees are due once the Application is approved, but no later than Friday, September 27, 2024.
- b. Food Vendors must submit a deposit of \$150.00 once the Application is approved, but no later than Friday, September 27, 2024. Participants who indicated payment by credit card on the Application hereby give authorization and express consent for the GCP Staff to charge the applicable fees and/or deposits once the submitted Application is approved.
- c. GCP reserves the right to request verification and documentation of gross revenues, in writing, from the Food Vendor.

**XV. SPECIFIC TERMS:**

In consideration for the use of assigned space and operation of a booth for the festival, as approved by the GCP Staff, by the Participant identified above, on the date and time of the Festival, the Participant agrees to the following:

1. The Participant agrees to and shall designate one or more individuals who shall be the primary point(s) of contact for the GCP Staff. These designated individuals shall be always present and accessible to the GCP Staff during the festival, for a reasonable time prior to the start of the festival and after its conclusion.
2. The Participant agrees to and acknowledges receipt of the pertinent rules of GCP and Property Management and agrees to and shall disseminate them to any of the Participant’s employees and/or assistants prior to the start of the festival.
3. The designated individuals agree to and shall be responsible for the conduct of the Participant, including any of the Participant’s employees and/or assistants in the festival, and agree to and shall take all reasonable steps to ensure such conduct is not disruptive and/or unruly and follows the pertinent rules of GCP and all federal, state, and local laws.
4. The Participant agrees to and shall only employ age-appropriate persons who are professional in appearance, demeanor, character, general manner, and conduct suitable to the employment capacities in which they are engaged. GCP reserves the right to request immediate termination of any employee or agent of Participant at GCP’s sole discretion.
5. The Participant agrees to and shall follow all federal, state, and local laws as well as the pertinent rules of GCP.
6. The Participant acknowledges that GCP will notify the appropriate law enforcement agencies should violations occur and that GCP will seek appropriate action(s) against all parties involved.
7. The Participant agrees to and shall be solely responsible for cleaning up and/or clearing all trash, garbage and/or debris in and around its assigned space resulting from the Festival and its Participants, employees, and/or assistants.
8. The Participant agrees to and shall ensure that it secures all necessary licenses, permits, health certifications, and fire inspections to conduct its business at the festival.

9. The Participant agrees to and shall conduct its business at the festival in accordance with all generally accepted safety rules for the type of business products, goods or services being offered by the Participant.
10. Food Vendor(s) agree and understand that its participation in current or subsequent GCP events will be prohibited until all outstanding payments are received regarding payment to GCP for \$150.
11. Participants shall not attach any material or equipment to any parking facility which might result in damage thereto. The Participant shall not permit the use of flammable liquids without the written approval of the City/County Fire Inspection.
12. The Participant agrees to and shall prohibit the possession and consumption of alcoholic beverages by the Participant and its employees and/or assistants.
13. The Participant shall refrain from engaging in the distribution or sale of alcoholic beverages unless such use has been specifically permitted by Guilford County.
14. Spray paint and other permanent markings are not allowed on any trail, greenway surfaces or any GCP facility. All assigned areas must be cleared and cleaned of all trash, garbage, routing or directional arrows, and/or debris by the Participant after the Festival. The Participant agrees to and shall return its assigned area to its pre-Festival condition.
15. The Participant agrees to and shall commence and conclude operation of its booth within the times specified and, on the date specified in this Agreement under the General Terms. The Participant agrees to and shall reimburse Guilford County for all staff time incurred after the specified concluding time for the festival.
16. The Participant agrees to and shall indemnify and hold harmless Guilford County for all injury or damage to persons or property caused during the operation of its booth, which includes the use of fixtures, furniture, equipment, machinery, or any other items used by the Participant in the operation of its booth. The Participant understands and agrees that Guilford County, its officers, employees, or agents assume no responsibility for injuries or complications of any type associated with the operation of the Participant's booth. This provision also applies to any agents, patrons or other persons connected with the Participant's services.
17. The Participant agrees to and shall provide proof of general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence with a two million dollar (\$2,000,000.00) aggregate limit which covers the business being conducted by the Participant at its booth as described herein. The Participant agrees to and shall have Guilford County listed as an insured on the general liability insurance policy as follows: "*Guilford County, its officers, employees, and agents are additional insureds under the insurance policy.*" A copy of the endorsement with this specific language will have to be provided with all Festival Agreements.
18. The Participant agrees to and shall assist in controlling, removing, and disposing of all trash, garbage, routing or directional arrows, and/or debris accumulated because of the operation of its booth during the festival. The Participant agrees to and shall pay the costs of such controlling, removal and disposal if not completed by the Participant in accordance with this Agreement. This provision also applies to any agents, patrons or other persons connected with the Participant's services.
19. Failure to adhere to and abide by the terms of this Agreement shall constitute a breach of contract and may be grounds for immediate termination of the Agreement by GCP at its sole discretion.

## **XVI. RELEASE OF LIABILITY**

The Participant agrees to indemnify and save GCP and Guilford County and any of its agencies, subdivisions, officials, employees and agents, harmless on account of any and all claims for damages to persons or property which arise from any activity related to operation of the Participant's booth occurring the Festival in the assigned space provided for use to the Participant under this Agreement, due in whole or in part to the negligence of the Participant, its agents, customers, employees, Festival participants or any other person engaging in the operation or use of the Participant's booth with the express or implied permission of the Participant.

The Participant agrees to reimburse GCP, the County and any of its agencies and subdivisions for all losses incurred by Guilford County, including attorney's fees, expenses and court costs which arise from activities related to operation of the Participant's booth in the assigned space provided to the Participant, including the Participant's removal and transport of its fixtures, furniture, equipment, machinery or any other property of the Participant. The Participant further agrees to purchase comprehensive liability insurance, regarding the specific business being conducted by the Participant during the Festival, as required. The Director of GCP has discretion in determining when insurance is required. The insurance is intended to cover the GCP parks and facilities as stated above and on any loss which may arise from activities related to operation of the Participant's booth in the assigned space provided to the Participant, including the Participant's removal and transport of its fixtures, furniture, equipment, machinery or any other property of the Participant, in the following minimum amounts:

- (1) \$1,000,000.00 property damage.
- (2) \$1,000,000.00 bodily injury to any one individual; and
- (3) \$2,000,000.00 bodily injury for any one occurrence,

The Participant agrees to and shall furnish GCP, at all relevant times, with proof that such insurance is in force and the premiums therefore fully paid. Such policy shall name Guilford County, as outlined in Section III (14) as an additional insured and shall specifically insure the Participant's obligations under this item of this agreement.

Date and Initials: \_\_\_\_\_ (I have read and understood the terms of the Release of Liability)

I have read, understand, and agree to abide by the terms of this Agreement. I understand that operation of a booth in the assigned space provided to the Participant, including the removal and transport of its fixtures, furniture, equipment, machinery or any other property belonging to the Participant in connection with the festival may require the Participant to provide credit card information to secure financial responsibilities which may arise in the Participant's operation of the booth as described herein.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE OF AUTHORIZED REPRESENTATIVE

**Credit Card Required:**  Yes  No

By providing the credit card number and signing below, I authorize Guilford County Parks to bill my credit card for the full amount of any fees, deposits, and/or rental costs (less any cash payments), plus any additional charges if any damages are determined by Guilford County.

Card No. \_\_\_\_\_ D.L. No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

3-Digit Security Code \_\_\_\_\_ Name on Card \_\_\_\_\_

Cardholder/Authorized Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Cardholder/Authorized Agent: \_\_\_\_\_

**ACKNOWLEDGMENTS AND AFFIRMATIONS**



By signing this Agreement, I acknowledge and affirm that I have read, understood, and agree to abide by the terms, rules and regulations outlined herein, and incorporated herein by reference, in the document entitled "2024 Bur-Mil Fall Fest Vendor/Exhibitor Registration and Agreement." I understand that Guilford County Facilities & Parks reserves the right to cancel this Agreement at any time it deems necessary.

PARTICIPANT:

I, \_\_\_\_\_, represent that I am authorized to execute this Agreement on behalf of the Participant and that I acknowledge my initials on regarding the Release of Liability. This the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE OF AUTHORIZED REPRESENTATIVE

GUILFORD COUNTY PARKS:

\_\_\_\_\_  
GCP Employee Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
GCP Employee Signature

GCP Staff  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
GCP Employee Signature

Program and Events Manager  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\*\*\* FOR GCP USE ONLY \*\*\*

APPROVED BY/TITLE \_\_\_\_\_ DATE: \_\_\_\_\_

RENTAL POLICY GIVEN TO USER:  Yes  No BY: \_\_\_\_\_

DEPOSIT AMOUNT PAID: \$ \_\_\_\_\_ DATE PAID: \_\_\_\_\_

DEPOSIT COLLECTED BY: \_\_\_\_\_

FEES DUE: \$ \_\_\_\_\_ FEES PAID: \$ \_\_\_\_\_ DATE: \_\_\_\_\_

FEES COLLECTED BY: \_\_\_\_\_

**\*\*AMOUNT DUE MUST BE PAID IN FULL PRIOR TO FESTIVAL DATE EXCEPT GROSS REVENUES\*\***

**PARTICIPANT CONCLUSION CHECK-LIST**

**THE FOLLOWING IS TO BE COMPLETED BY RECREATION DEPARTMENT STAFF AT THE CONCLUSION OF THE FESTIVAL:**

ASSIGNED-AREA PROBLEMS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OTHER PROBLEMS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
GCP Employee Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date