

9th Annual Cape Fear Beer and Wine Festival

VENDOR REGISTRATION FORM

Make checks or on-line payment to, and send a copy of this registration to:

C/O John Bloomer, Cape Fear Festivals
7035 Walnut Branch Ln
Charlotte, NC 28277

Festival Details:

Cape Fear Beer & Wine Festival
Wilmington Convention Center
515 Nutt Street
Wilmington, NC 28401
March 9, 2019
12 PM – 5PM
www.capefearbeerfest.com

PLEASE RESERVE _____ Vendor exhibit booth(s) @ \$250 \$ _____
 _____ Charity exhibit booth(s) @ \$0 \$ _____

Payment due before February 15, 2019

Business Name: _____
Contact Name: _____
Mailing Address: _____
City/State/ZIP: _____
Telephone: _____
Email: _____
Web Site: _____

I have read the Vendor Terms and Conditions and will adhere to the requirements.

Signature _____
Date _____

VENDOR TERMS AND CONDITIONS

Cape Fear Festivals agrees to permit Vendor (heretofore Charities as well) to rent a booth during the Cape Fear Beer and Wine Festival. In consideration of the foregoing and of the promises and mutual covenants herein, the parties agree as follows:

1. HOURS OF OPERATION.

Vendor booths must be fully staffed, and must remain fully staffed, and prepared to serve attendees on Saturday, March 9, 2019 from 12:00 p.m. to 5:00 p.m. Set-up will begin at 9:30 a.m. on Saturday, March 9, 2019, and must be complete no later than 11:30 a.m.

2. BOOTH SIZE.

Booth size will be 8 feet wide by 8 feet deep for Vendors. Vendor understands that the festival, in its sole discretion, will assign space.

3. ELECTRICAL SERVICES.

The festival will not be providing electricity as part of the booth rental fee.

4. LOAD-OUT.

All materials must be removed from the grounds by 6:00 p.m. on Saturday, March 9, 2019.

5. INSURANCE.

All Vendors must have and maintain the appropriate applicable liability insurance coverage as required under North Carolina law for the sale of goods or services.

6. PUBLICITY.

Upon receipt of payment and Registration approval, Vendor agrees to allow use of names, likenesses, and other materials as may be deemed appropriate for advertising, publicity, or marketing promotion of the Festival without compensation. Vendor may be asked to link to our website and social media to help us promote the festival and your product or service.

7. SIGNAGE.

Vendor may only display its own business signs and banners within the assigned booth space.

8. CONDUCT.

Behavior unsuitable for the festival or which constitutes a public nuisance will not be permitted. Vendors will not engage in loud, live or recorded music during the festival.

9 CONTENT.

Nothing can be sold, distributed or displayed that can be construed as unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane, or any other material that could give rise to any civil or criminal liability under the law.

10. CANVASSING.

Vendors may canvass only from inside their booth space. Canvassing from outside of the booth space is not permissible.

11. SECURITY.

Vendors are responsible for the security of their own property and equipment at all times. No security personnel will be assigned specifically to Vendors. The festival shall not be held responsible for loss, theft or damage to any property. The festival shall not be held responsible for loss, theft or damage to any property left on the grounds at any time.

12. VIOLATIONS.

Vendor acknowledges that a breach of any of the terms of this Agreement may result in the termination of this Agreement and the preclusion of the Vendor's participation in the festival. In the event this Agreement is terminated as a result of any breach by Vendor, Vendor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

13. LIABILITY.

Vendor shall indemnify and hold the festival, the festival staff, contractors and volunteers harmless from any claim or cause of action arising out of or in connection with the acts or omissions of Vendor under this Agreement, and shall reimburse the festival for any costs, including but not limited to, reasonable attorney's fees incurred in defense against any such claim.

14. CANCELLATION.

Vendor understands in the event the Vendor cancels, the entire booth fee will be forfeited.

15. RESOLUTION OF DISPUTES.

In the event of a dispute arising in any manner as a result of, or in any way related to, this Agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitration or legal action is commenced, the prevailing party shall be awarded reasonable attorney's fees and costs incurred a result of said dispute.

16. BOOTH ACCESS.

The festival and its agents or assigns shall have access to the aforesaid described space and premises at all times. Booth space cannot be assigned or leased by any organization other than the festival management.

RELEASE FORM

RELEASE OF LIABILITY: In consideration of my participation in the Cape Fear Beer and Wine Festival, on behalf of myself and my heirs, my spouse, legal representatives, devisees, legatees, executors and administrators, successors and assignees, I hereby waive, release and forever discharge any and all rights and claims for damages which I have or may have, or which may hereafter accrue to me against the Cape Fear Beer Festival, all counties, special districts and properties through or upon which the Cape Fear Beer and Wine Festival will be held, or against its, or their, respective officers, employees, agents, representatives, successors, directors, members, promoters, sponsors, advertisers, owners and any other parties who may have liability to the Releasor(s) and/or assigns for any and all injuries or damages which may be sustained or suffered by me or by other persons in connection with my association with or participation in and/or arising out of my traveling to or from the event. I verify that I have full knowledge of the risks involved in this event; and I hereby assume all risks, known or unknown, foreseeable or unforeseeable, patent or latent, that exist or may exist in connection with this event. I also hereby give permission for the use of my name, likeness, image, picture, or other representation in any broadcast, telecast, print media account, or marketing of the Cape Fear Beer and wine Festival.

Authorized Signature: _____

Printed Contact Name: _____

Business Name: _____

Date: _____ Contact telephone: _____

Email _____

Make the Check, Money Order or Electronic Payable to Cape Fear Festivals

Return signed agreement to:

Cape Fear Festivals, C/O John Bloomer

7035 Walnut Branch Ln

Charlotte, NC 28277

john@capefearbeerfest.com