



BLUE HERON EVENTS at HIGHLAND LAKE COVE VENDOR APPLICATION

- WHAT & WHERE:** Blue Heron Faire at Highland Lake Cove
215 Rhett Drive, Flat Rock, NC 28731
- WHEN:** Saturday, May 20 & Sunday, May 21, 2017
10:00 am to 5:00 pm both days
- SET-UP:** **Day before event** – Friday, May 19, 2017 from 2:00 pm to sundown
Day of event – Saturday, May 20, 2017 from 7:30 am to 9:00 am
*All additional vehicles **MUST** be moved out of the faire grounds by 9:00 am on the day of the faire. Any necessary inspections will begin prior to opening.*
- DEADLINE:** All applications must be submitted by April 29, 2017.
Applications received after the deadline will incur a \$50.00 late fee.
- All applications must be accompanied by **full payment** in order to be considered.
- VENDOR SPACE:** Booth space is limited to a single 10'x10' booth with a good roof that can withstand wind, rain and other inclement weather. Come prepared for all types of weather. You must secure your booth in case of windy conditions. All items being sold or displayed must be contained in the booth space. Please bring your own tent, tables, chairs, fire extinguisher, weights, cords, and tape. NOTE: Each tent must have 40lb weights for each leg.
- ELECTRICITY:** Vendors must list all electrical needs on application. 15 amp/110 volt only. You are responsible for bringing a 100-foot heavy duty extension cord. Electrical arrangements must be requested on your application.
- WEATHER:** The faire will not be cancelled because of rain. This is an outdoor event; be prepared for any type of weather. Tents, canopies and pop-ups must be secured to withstand the weather.
- CERTIFICATE OF INSURANCE:** A current Certificate of Insurance is required for all vendors naming Highland Lake Cove, LLC as an additional insured. Certificate of Insurance is required before set-up.
- REQUIREMENTS:** The exhibitor will be responsible to be open during the entire faire. You cannot vacate early. Your booth must be neat, attractive, and well-maintained. Signage with visible and clear pricing is required. You are responsible for setting up, maintaining, and removing your own booth, merchandise, and trash.
- CONTACT US:** **Gale Tolan, 828-393-5765, gale@highlandlakecove.com**
or Jana Amsellem, 828-393-5775, jana.amsellem@gmail.com
- Mailing Address: Highland Lake Cove
116A Waterlily Drive, Flat Rock NC 28731**
- APPLICATION CHECKLIST:** Please mail or email the following to Jana Amsellem (contact info above) for approval:
- Application
 - Payment
 - Affirmation & Liability Release
 - Vendor Participation Agreement
 - Certificate of Insurance

KEEP THIS COVER SHEET FOR YOUR INFORMATION



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Business Name: _____

Contact Name: _____ Phone: _____

Street or PO Box: _____ State: _____ Zip: _____

Email Address: _____

Description of Items for Sale (add pages for more room if needed): _____

Description of Booth Activity (add pages for more room if needed): _____

The application deadline is April 29, 2017. Vendor hereby requests permission to display and sell the products and/or services listed above. Further, the BLUE HERON FAIRE and Highland Lake Cove, LLC (HLC), reserves the right to approve any product/item a vendor may wish to sell or dispense as well as limit the number of concessions selling the same product/item. DO NOT bring items to the faire unless previously approved.

On the day of the faire, our standards committee will be monitoring compliance.

I have read and understand and will abide with BLUE HERON FAIRE general information, procedures, rates and conditions.

By signing this application, I acknowledge that the faire is subject to various weather conditions and state and federal safety and health regulations. No refund of application fees. Exhibits must remain open until closing.

Applicant Signature: _____ Date: _____

Please Print Name: _____

The above named has read and understands the general information, procedures and conditions and seeks admission as a concessionaire.

Highland Lake Cove, LLC reserves the right to refuse any application. Submission of this application does not guarantee a space.



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\$30 Application Fee Nonrefundable	\$30.00	= \$ _____
10'x10' Vendor Booth Space \$175 if paid after April 29, 2017	\$125.00	= \$ _____
Electricity (15 amp/110 volt only) Extension cords & lights not provided <i>15 amps/110 volts only</i>	\$25.00 (per line)	= \$ _____
Total Amount Enclosed		= \$ _____

NOTE: Electrical arrangements must be requested on your application. You must bring your own 100-foot, heavy duty extension cord. Last minute electrical changes will not be accommodated. **(NO GENERATORS PERMITTED EXCEPT WITH HLC APPROVAL)**

NOTE: We will be asking all attendees at the registration booth how they found out about the faire. If 25-49 paying attendees answer that they heard about it through you or your business, you'll receive a **25% refund on your booth space**. If 50-74 paying attendees answer that they heard about it through you or your business, you'll receive a **50% refund on your booth space**. If 75-99 paying attendees answer that they heard about it through you or your business, you'll receive a **75% refund on your booth space**. And if 100 or more paying attendees answer that they heard about it through you or your business, you'll receive a **100% refund on your booth space**. These refunds will be given no later than June 20th, 2017.

PAY BY CHECK

Please make all checks payable to **Highland Lake Cove, LLC**

Mail to:

Highland Lake Cove
 116A Waterlily Drive
 Flat Rock NC 28731
 ATTN: Jana Amsellem

PAY BY CREDIT or DEBIT CARD

Use the following link to pay via Paypal:

<https://www.paypal.me/HighlandLakeCove>

When you go to the URL, type in your total amount and hit "Next." You can use this link even if you do not have a Paypal account. You will need to create one, which will only require setting up a password along with your payment information.

If you are not accepted for the faire your payment will be returned no later than May 6, 2017.



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AFFIRMATION AND LIABILITY RELEASE

I, _____, hereby affirm that I have been well advised and thoroughly informed of the policies and procedures of the event. I know that by participating in the **2017 BLUE HERON FAIRE**, I am exposing myself to certain known and unknown liabilities in my direct and indirect actions with the public and invitees of this event. I also understand that if I choose to hire help for the event, that I am directly responsible for their actions or injury. I hereby personally assume all risks associated with my voluntary participation in this event for any harm, injury or damage that may befall me or any employee or temporary help, as a result of my participation, whether foreseen or unforeseen.

I understand and agree that Highland Lake Cove, LLC, located in Henderson County in the state of North Carolina, their members and/or directors and officers may not be held liable in any way for any occurrence in connection with my participation in the **2017 BLUE HERON FAIRE** that may result in injury, death, or other damages to me or my family, heirs, or assigns, and in consideration of being allowed to participate in this event, I hereby personally assume all risks in connection with said event for any harm, injury, or damage that may befall me, including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless said event and persons from any claim by me, or my family, estate, heirs, or assigns arising out of my participation in this event.

I further state that I am of lawful age and legally competent to sign this affirmation and release, or that I have acquired the written consent of my parents or guardians; that I understand the terms herein are contractual and not a mere recital; and that I have signed this document of my own free will.

It is my intention by this instrument affirmed by my signature below to exempt and release **2017 BLUE HERON FAIRE** and Highland Lake Cove, LLC, their members, directors and officers from all liability whatsoever for personal injury, employer's liability and workers' compensation, property damage or wrongful death arising out of or in the course of my participation in this event.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AFFIRMATION AND RELEASE BY READING IT BEFORE I SIGN IT.

Company Name: _____

Signature of Participant: _____ Date: _____

Print Name: _____



BLUE HERON EVENTS at HIGHLAND LAKE COVE VENDOR APPLICATION

VENDOR PARTICIPATION AGREEMENT page 1

CRAFT VENDORS - All crafts must be handmade. Artists and Craftsmen are strongly encouraged to demonstrate at your booth.

FOOD VENDORS - Menu must be approved upon receipt of application to avoid duplication of food items among other vendors. Only Food Vendors that are approved by the health department to cook and serve food will be approved. Please note that Highland Lake Cove, LLC (HLC) reserves the right to ask you to alter your menu based on other accepted food vendors. Food vendors are also required to apply directly to the Henderson County Health Department and pay their Food Service Application fee. **Food vendors MUST REMOVE ALL TRASH, INCLUDING COOKING OIL AND/OR GREASE.**

ACCEPTANCE & BOOTH ASSIGNMENT - You will be notified of acceptance into the faire for which you are applying shortly after your application is received. You will receive an email with your booth assignment and pertinent check-in information about two weeks before the faire. There will also be volunteers at the faire entrance to help you find your spot. Booths will be assigned to you taking into consideration many factors, including other vendors.

SET-UP & TEAR-DOWN - Set-up times are listed on the Cover Sheet of the Vendor Application. You will have two hours after the faire closes on Sunday to tear down your booth and have your items moved out. You will not have to tear down overnight on Saturday.

SEVERE WEATHER - If weather becomes too inclement to operate vending booths, HLC will make the final determination concerning the faire.

CANCELLATION/REFUNDS - No refunds given if cancellation is made within 14 days of the faire date. Cancellation prior to 14 days will result in a refund of 50% of money paid. Application Fee is always non-refundable.

INCLUDED PASSES - Your booth includes two vendor passes to the faire. Each person beyond that will need to purchase an individual pass to the faire.



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VENDOR PARTICIPATION AGREEMENT page 2

USE OF ALLOCATED SPACE(s)

Vendor spots are assigned based on a selection process. No mass manufactured or produced products will be allowed. HLC reserves the right to reject any application for any reason. Selected vendor placement is determined by the needs of the faire.

HLC reserves the right of approval for all items to be sold, and the specific price to be charged for each item in order to ensure value and consistency.

Vendor shall provide adequate personnel to staff booth for the entirety of the faire operating hours, as well as set-up and tear-down.

Vendor may not sell or consume alcoholic beverages.

Vendor shall comply with all laws, ordinances, rules and regulations of any lawful authority, agency or government entity which apply to the use of its vending unit requirements, including and without limitation, any applicable fire and building code of the City of Flat Rock, and health regulations of the Henderson County Health Department.

Vendor agrees to indemnify and hold harmless Highland Lake Cove, LLC, its officers, directors, representatives, employees, and agents for all penalties, fines, costs, expenses, damages, from the participating vendor's failure to comply with such laws.

Vendor accepts decision of HLC staff in disputes between vendor and any other faire participant or on any matter not covered by this agreement.

CARE OF ALLOCATED SPACE(s)

Vendor shall maintain allocated space and vending unit in a neat, safe and orderly condition during the faire. **Vendor property in the back of the booth must be stacked/stored to maintain an appropriate appearance.**

At the end of the faire, vendor shall surrender allocated space to HLC in the same condition as when vendor assumed occupancy and, if necessary, shall pay to HLC such amounts as shall be sufficient to restore such space to the same condition as when vendor arrived, including removal of any and all trash.

Vendor shall furnish their own trash containers and bags, and bag all garbage and trash on a regular basis during the faire. At the conclusion, **vendor must remove garbage and equipment from the allocated vending space.**



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VENDOR PARTICIPATION AGREEMENT page 3

HLC, its officers, directors, representatives, employees, and agents shall have no responsibility whatsoever for any loss or damage to Vendor's equipment, supplies, goods or other property.

Upon a breach of this contract, HLC reserves the right to terminate this agreement between HLC and the vendor. Upon termination, vendor shall have no further rights and HLC shall have no further obligations to the vendor or its agents.

Vendor has read the General Terms of Vendor Participation Agreement and agrees to abide by the rules and all terms and conditions set forth herein. Vendor agrees to contact the appropriate agencies for all regulatory information and necessary permits. Vendor agrees to indemnify and hold harmless representatives, employees, and agents of HLC, and all other agencies against any and all claims of any person whomsoever, for acts or omissions of the vendor, its representatives, employees, agents, patrons, or guests. Vendor understands that this is a binding legal document.

Company Name: _____

Signature of Participant: _____ Date: _____

Print Name: _____

* Signature above verifies that you have read the above general terms and agree on all points.

Please keep a copy of this agreement for your records.