



2019 OBX Tiny Home Festival Vendor Application

When: Saturday & Sunday, June 8th & 9th, 2019

Time: Saturday: 10:00 a.m. – 6:00 p.m.

Sunday: 10:00 a.m. – 6:00 p.m.

Where: Soundside Event Site, Nags Head

15 Vendor booth spaces available on a first come, first served basis

COST: \$200 12' x 12' vendor space; vendor provides own 10' x 10' tent.

NO BEVERAGES OF ANY KIND MAY BE SOLD.

Application deadline for all vendors is **May 17, 2019**.

Applicant/Contact Name: _____

Company Name: _____

Street / P.O. Box (US Mailing Address): _____

City: _____ State: _____ ZIP: _____

Email: _____ Telephone: _____

Sales Tax Number / Exemption : _____

Description of Items to be Sold/Displayed _____

PLEASE SUBMIT PHOTOS OF ITEMS TO BE SOLD ALONG WITH YOUR CHECK

Questions? Contact Susan Crow at 252.441.8144 or susan@outerbankschamber.com

Please make checks payable to:
Outer Banks Chamber of Commerce
P.O. Box 1757
Kill Devil Hills, NC 27948

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, Vendor and the Outer Banks Chamber of Commerce Tiny Home Festival (Herein after OBCCTHF), each of them hereby agree as follows:

(1) Vendor shall and does hereby agree to release, hold OBCCTHF harmless and indemnify OBCCTHF, its employees or agents, from all claims, liabilities, demands, expenses, taxes or assessments of any nature or kind, expressed or implied whether sounding in tort or in contract that may be asserted against OBCCTHF, its employees or agents, by any person, firm, corporation, governmental agency or taxing authority, that may arise out of any acts or omissions, active or passive, related to the OBCCTHF or from Vendor participation therein except which arise from the gross negligence or willful misconduct of OBCCTHF.

(2) Vendor shall also indemnify, defend (by counsel reasonably acceptable to OBCCTHF), protect and hold OBCCTHF, and each of OBCCTHF's partners, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys' fees) or death of, or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by Vendor's participation in the OBCCTHF. For purposes of the indemnity provisions hereof, any acts or omissions of, or by employees, agents, assignees, or of Vendor or others acting for or on behalf of Vendor (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Vendor.

(3) Vendor acknowledges that each and every use of the Event, names, logos, mascots, titles, rights, designations, marks and trade or service marks authorized and/or owned by OBCCTHF registered or otherwise represented in whole or in part, and any other officially created forms of symbolism denoting or identifying the OBCCTHF or OBCCTHF, as notified by the OBCCTHF to Vendor from time to time (hereinafter collectively "Marks") requires OBCCTHF's prior written approval. Vendor shall only use the Marks for editorial and promotional purposes in order to promote the Outer Banks Tiny Home Festival and subject to obtaining the OBCCTHF's prior written approval. Vendor shall provide samples of the intended use of the Marks to the OBCCTHF upon request for approval.

(4) Vendor shall not use the Marks in any manner contrary to public policy or which could be considered to be deceptive or misleading, or which could compromise or reflect unfavorably upon the good name, goodwill, reputation and image of OBCCTHF, its sponsors or any of the Event or which may result in a breach of this Agreement or which may jeopardize or limit the OBCCTHF's proprietary interests in the Marks and such use shall entitle OBCCTHF to terminate this Agreement immediately. Vendor shall discontinue the use of the Marks immediately upon termination of this Agreement or receipt of written notice from the OBCCTHF Organization that such use is not approved.

(5) Vendor acknowledges the great value of the goodwill associated with and attached to the Marks and that such goodwill belongs exclusively to the owner of the Marks. Vendor warrants that it will not during the term of this agreement or thereafter dispute or contest, directly or indirectly, OBCCTHF's ownership of or goodwill in the Marks. In the event that OBCCTHF determines to take action to enforce the Marks, Vendor agrees to provide all reasonable assistance to OBCCTHF in any enforcement action, such as the prevention, control and settlement of any infringement of, or challenge to, the Marks.

(6) Vendor shall ensure that any use of the Marks shall include all copyright notices and/or trade mark legend(s) in accordance with the instructions of the OBCCTHF.

(7) Vendor shall not adopt or register, or begin to use any name, logo, trade mark or symbol or mark or designation which in OBCCTHF's opinion, includes or is confusingly similar to, or is a simulation or colorable imitation of or unfairly competes with the Marks.

(8) In the event OBCCTHF is required to enforce the terms of this Agreement, Vendor agrees to pay all costs, including attorneys' fees, and to reimburse OBCCTHF upon demand for any expense or claim which it may incur as a result of the herein described transaction.

(9) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

Additional Guidelines & Regulations:

- (1) Your Booth Space will NOT be reserved until this application and full payment are received. DEADLINE FOR APPLICATIONS is May 17, 2019. Notification of acceptance or denial will be provided upon receipt of application and vendor fee.
- (2) **Vendors MAY NOT sell any type of beverages.**
- (3) BOOTH APPEARANCE IS EXTREMELY IMPORTANT!! Exhibitor will be provided a 12 x 12 space. Vendor must supply their OWN 10' x 10' tent, tables, chairs, trash receptacles, etc. Be prepared for rain or shine.
- (4) **Setup will be on Friday, June 7th from 9:00 a.m. - 5:00 p.m. and Saturday, June 8th from 6:00 - 9:00 a.m. as long as setup is completed by 9:00 a.m. and your vehicle has been removed from the festival grounds. Security will be provided Friday and Saturday night to ensure the safety and security of your merchandise.**
- (5) **Booth fee is non-refundable.**
- (6) The Outer Banks Chamber of Commerce Tiny Home Vendor Committee reserves the right to review and compare items sold with items listed on this application, and ask you to remove any items not approved. Vendors not complying with this rule will be subject to removal from the Festival without refund of their fees.
- (7) **If you do not come to the festival, you forfeit all fees submitted.**
- (8) No Vendor may break down before Sunday, June 9th 2019 at 6:00 p.m. No Vendors may sell outside of festival grounds.
- (9) **NO PETS**
- (10) Outside alcohol is not permitted onsite.
- (11) A designated smoking area will be provided. Smoking is not allowed in tents per Nags Head Fire Chief.
- (12) The OBCCTHF reserves the right to deny applications at its sole and exclusive discretion.

I understand and agree with the rules and regulations that are set forth in this application, and I understand that the Outer Banks Chamber of Commerce Tiny Home Committee is not responsible in any way for damage, loss or theft to my business or my customers. I hereby submit my application for the 2019 Outer Banks Chamber of Commerce Tiny Home Festival. I understand that my failure to follow all rules to the satisfaction of the committee may result in the loss of my deposits and/or the closing of my booth.

I UNDERSTAND, AND HEREBY ACCEPT THESE TERMS, CONDITIONS AND REGULATIONS:

I Accept

Accepted By * _____
First and Last Name

THANK YOU FOR YOUR SUPPORT OF THE OUTER BANKS CHAMBER OF COMMERCE TINY HOME FESTIVAL!