Food & Specialty Drink Vendor Form

Wednesday, July 3, 2024
Drakes Creek Park North
Set-up 1:00pm-3:30pm ◊
Event Hours 5:00pm -10:00pm

Vendor Day of Information:

Set up will begin at 1:00pm on Wednesday, July 3rd and NO earlier. Your booth space will be assigned ahead of time and you will be directed to your booth day of the event. Must be set up by 3:30pm and ALL vehicles must be moved to the Vendor Parking Area. Breakdown will begin at 10pm and everyone must be cleaned out by 11:00pm.

Fire Department Rules for Food Vendors:

1. Open flames or devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device shall not be permitted inside/underneath or within 20 ft of the tent/membrane structure.
2. Portable fire extinguishers shall be required, secured, and visible. (ABC type)
3. Outdoor cooking cannot be within 20 ft.
4. Propane tanks must be secured and no closer than 10 ft to a tent/membrane structure.
5. Generators and other internal combustion power sources shall be separated from tents/membrane structures by a minimum 20 ft and shall be isolated from contact with the public by fencing, enclosure, or other approved means.
6. All trucks used for food preparation must meet Hendersonville City Fire Codes and have a fire suppression system installed. (Fire extinguishers will not be considered as an installed system)
7. **All food vendors using heat of any kind must be signed off by the Fire Marshall's office.**
8. **All food vendors will follow the guidelines provided by the Hendersonville Fire Department. If you fail to follow their guidelines your booth may be asked to shut down.**

Early-Bird Specialty Food Vendor Type (One Item):	**Non-Member $400_____**	**Member $350_____**
Specialty Food Vendor Type (One Item):	**Non-Member $350_____**	**Member $300_____**
Early-Bird Food Vendor Type:	**Non-Member $500_____**	**Member $450_____**
Food Vendor Type:	**Non-Member $550_____**	**Member $500_____**

Early-Bird Pricing will end April 10, 2024.You are considered a specialty vendor if you are ONLY selling one item.. If you would like to sell drinks and sides, you are considered a regular food vendor and must pay the appropriate vendor price.

Food vendors will be approved in the order of registration.
Food vendors must provide their own generator. ***Initial _____***

Vendor Name: _____
Contact Name: _____
Address: _____ City: _____ State: ____ Zip: _____
E-mail address: _____ Phone: (____) _____
Food and Drink Items sold: _____

Will you be bringing a generator? Yes or No Will you have an open flame? Yes or No

Will you be frying? Yes or No

Will you be bringing a van/truck/trailer? Yes or No

If yes, what size (include dimensions) is the vehicle? _____

What side of the vehicle will you serve from? _____

Total Due: _____

❒ Check # _____ (Make check payable to ***Hendersonville Chamber***.)
❒ VISA ❒MC ❒AMEX ❒Discover
CC#_____ CVC # _____
Exp.Date _____Billing Address_____
City _____ST _____Zip_____

Contract Conditions/Rules & Regulations
Hendersonville Chamber of Commerce – Freedom Festival 2024

The following terms and conditions shall apply to this agreement and are binding upon the parties hereto:

1. Booth space will be 10X10 and assignments will be assigned upon return of this agreement (along with required rental fee) on a first-come, first-served basis which also includes consideration of type of booth and other special considerations such as need for electricity. Rental Fee is not refundable. This is a rain or shine event. Should the event be cancelled due to an Act of God, the rental fee is nonrefundable.

2. Vendors will use only the space assigned to them. Vendors will receive their space upon check in from 1-3:30 pm. If a vendor is late for check in, their slot may be moved.

3. Vendors must check in with the Event Staff at the park entrance before entering the park.

4. Booth space is open to most food service providers, restaurants, retailers, service providers, as well as non-profit organizations. The Foundation reserves the right and discretion to determine eligibility and appropriates of vendor for inclusion in the Festival, prior to execution of the Agreement. The Foundation reserves the right to decline to permit vendor to conduct and maintain a booth if, in the Foundation's sole judgment, said vendor, or proposed vendor, shall in any respect be deemed unsuitable. This reservation relates to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any other thing, without limitation, which affects the character of the booth and, therefore, the Festival.

5. Cost of booth rental includes booth space only. Vendors must bring their own tents, tables, chairs, etc. It is also recommended to have weights or sandbags for all tents in case of windy weather. Vendors are not permitted to assign or sublet a booth or any part of the space allotted to them by this space rental agreement without express written consent of the Foundation.

6. Past food vendors will be contacted first and can request a particular spot. They will have until February 29, 2025 to sign up and pay to secure spot. Then, the Foundation will be open to new vendors. **Vendors (food, non-food, and nonprofit) are not permitted to give food and drink away.**

7. All food vendors must follow the safety guidelines provided on the Vendor Sign up Form and as provided on sight by the Hendersonville Fire Department. Failure to comply may require booth to be vacated.

8. Set up time: 1:00 p.m. until 3:30 p.m. Set up of booth must be completed prior to 3:30 p.m. on Wednesday, July 3rd. Any vendor, who is not setup and ready for business by 3:30 p.m. on July 3rd, understands and agrees the Foundation reserves the right to assign that booth to another vendor, or make such other use of the space as deemed necessary or appropriate with no refund eligible to you.

9. **For safety purposes, all vehicles must be moved from the vendor area by no later than 3:30 p.m.**

10. Freedom Festival is open to the public, July 3rd 5:00 p.m. to 10:00 p.m.

11. Vendor booths are to be kept intact until the closing of the Festival. It is also specifically noted that all booths must be dismantled and items removed by 11:00pm July 3rd.

12. There will be a designated parking area for vendors however space is limited; therefore, it is on a first come first served basis.

13. You will be allowed to sell only those items you have listed in above on the application and approved in advance by the Hendersonville Area Chamber of Commerce. You must keep your items within the confines of your booth, no selling or soliciting outside your paid space. **No food or drink is to be given away**. Only pre-approved food vendors are allowed to sell food or drinks.

14. Vendor agrees to protect, save and hold the Hendersonville Area Chamber of Commerce, The Hendersonville Chamber Foundation and all members and officers thereof (hereinafter collectively called "Indemnities") forever harmless for any damages or charges imposed for violation of any law or ordinance, whether occasioned by the negligence of the vendor or those holding under the vendor, and save, and hold harmless the Indemnities against and from any and all losses, costs, damage, from or out of by reason of said vendor's occupancy and use of the premises, or any part thereof. It is recommended that vendors take individual precautionary measures such as securing easily transportable articles of value and their removal to a place of safekeeping before, during and after Festival hours or while the booth is not manned. It is further agreed that all material brought by the vendor is the responsibility of the vendor and the Foundation hereby disclaims all responsibility for these articles. The parties hereto acknowledge that the foregoing disclaimer of liability has been negotiated between the parties and is reflected in the charges applicable to this Agreement.

Executed this _____day of _____, 2023, by _____

Printed Name: _____

Please sign here: _____

NOTE: *By signing you have agreed to the Contract Conditions/Rules & Regulations listed above and will submit the Certificate of Liability to the Hendersonville Chamber of Commerce.*

COVID-19 SAFETY ACKNOWLEDGEMENT –
LIABILITY WAIVER AND RELEASE OF CLAIMS

COVID-19 SAFETY INFORMATION:
While participating in events held or sponsored by the Hendersonville Chamber of Commerce, ("HCOC") "social distancing" is recommended and face coverings may be required, absent a requested and approved accommodation due to a health condition,[1] to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, the HCOC may implement preventative measures to reduce the spread of COVID-19. However, the HCOC cannot guarantee that its participants, volunteers, partners, or others in attendance are not or will not become infected with COVID-19.

In light of the highly contagious nature of COVID-19, individuals attending a HCOC event should review all relevant guidelines and mandates from federal, state and local governments to determine if they should participate in any live event. The HCOC will monitor federal, state and local requirements and follow the most stringent guidelines in place at the time of the event.

DUTY TO SELF-MONITOR:
Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact the HCOC at joinus@hendersonvillchamber.com if they experience symptoms of COVID-19 within 14 days after participating or volunteering with the HCOC.

LIABILITY WAIVER AND RELEASE OF CLAIMS:
I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with the HCOC, and I willingly engage in HCOC events and/or other activities (the "Activity").

RELEASE AND WAIVER. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE HENDERSONVILLE CHAMBER OF COMMERCE AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

ASSUMPTION OF THE RISK. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;

2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and

3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE.

BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Vendor Signature: _____ Date _____

[1] Individuals requiring accommodation should contact joinus@hendersonvillechamber.com and provide details on the requested accommodation which could include face shields, video participation, etc.