



Town of Norwood

Arbor Day Festival

Vendor Welcome Packet

Welcome artisans and makers! Thank you for joining our annual Arbor Day Festival!

Every year we look forward to bringing people together to celebrate and learn about Arbor Day and its significance. This is also a great time for community-building. Our goal is to provide you with a space to be able to share your small business and incredible talents with our community.

In the following pages you will find:

- your vendor sign-up form to secure your participation
- a complete list of rules and regulations

Both of these documents must be completed, signed, and returned with your payment to the Norwood Town Hall via mail or in person by April 14, 2023.

A few important details:

- The event will take place on Saturday, April 29th between 10am and 9pm.
- This is an outdoor event. Please come prepared for rain or shine.
- Tents and tables will not be provided.
- Set up times are as follows: Friday night (4/28) between 6-8pm and Saturday morning (4/29) between 6-9:30am.
- Non-food vendors are permitted to break down their booths at 4pm. There will be a \$50 penalty for any vendors departing early.
- All vendors will be provided with a survey near the end of the event. Please complete it and return to event staff prior to your departure from the event. This helps us better serve you in the years to come!

If you have any additional questions, please call (704) 474-3416 or email arbordayfestival@norwoodgov.com.



Town of Norwood

Arbor Day Festival

We are gearing up for our annual Norwood Arbor Day Festival on April 29, 2023 and hope that you are interested in being a part of Norwood's celebration this year!

If you would like to be a part of this year's Arbor Day Festival, please complete the form below and return, with payment, to the Town of Norwood, PO Box 697, Norwood, NC 28128. Incomplete forms and forms with no payment **will not** be accepted. If possible, please provide one or two photographs of any items you wish to sell. Anyone planning to cook and/or sell food or beverages may need to contact the Stanly County Health Department at (704) 986-3675 to see if a temporary food establishment permit is needed.

Due to the relocation of Town Hall at 212 South Main Street and a new vendor layout, we will be unable to guarantee any previous sites. The layout is still in process, and we will be happy to share with you when completed. Vendor sites will be assigned on a first-come, first-serve basis.

Set up times are as follows: Friday, April 28th you may set up between 6:00 PM and 8:00 PM; Saturday, April 29th you may set up between 6:00 AM and 9:30 AM.

Please send a check or money order, made payable to the Town of Norwood, along with your completed form. You may also pay in person at the Norwood Town Hall, located at 212 South Main Street, Norwood, NC. All applications and payments must be received before **Friday, April 14, 2023**.

If you have any questions, please call (704) 474-3416 or email arbordayfestival@norwoodgov.com.

Detach along dotted line and return with payment

Description of item sold or service/products displayed (please attach additional pages if necessary):

Vendor Name: _____

Contact Person: _____

Mailing Address: _____

Contact Phone Number: _____

Email Address: _____

If you would like a copy of the new Arbor Day layout when available, please indicate below:

Yes No

We will do our best to accommodate your site selection, but cannot guarantee.

Vendor Sites are 10ft by 10ft

Number of non-electrical sites: _____

Number of electrical sites: _____

Please indicate Voltage & Amps Needed _____

(At this time, we have no sites with electrical hookups. You may use a generator; however, if hookups become available prior to Arbor Day, you will be required to use electricity provided by the town.)

ALL Sites are \$60.00 per site.

Trailers that are longer than ten feet will be charged for two sites. Trailers longer than twenty feet will be charged for three sites.



Town of Norwood

Arbor Day Festival

Event Rules and Regulations Vendor / Booth Agreement

APPLICATION PROCESS

- Submission of an application does not guarantee acceptance.
- Booth sizes are 10' x 10' each.
- List the items you wish to sell in detail: enforced at the sole discretion of The Town of Norwood; the failure to fully disclose these items may result in the removal of such an item, a monetary fine, the closure of your booth and or your removal from the event without refund.
- Confirmation or rejection of acceptance will be sent via e-mail and will not be given over the phone without prior written confirmation.
- Booth Fees are non-refundable, with the exception of your application being rejected.
- All fees must be paid in full prior to the event.
- The Town of Norwood reserves the right to move, discontinue, or limit the participation of any approved applicant at any time.
- Space assignments will be sent via e-mail, the week of the event.
- Approved Applicants must sign a WAIVER OF LIABILITY before occupying a booth space.
- Food /Amusement vendors are required to maintain a general liability insurance policy with a minimum of \$1,000,000 in coverage. Once your application is approved, you will be notified (via email) and asked to submit a Certificate of Insurance naming The Town of Norwood as an Additional Insured before occupying a booth space.
- Exclusivity will not be granted to any one vendor; however precautions will be taken to limit duplication of similar items. Sales will be restricted to those items listed on your approved application. You will be notified prior to acceptance if any of your listed items are required to be removed from your item list.
- Only sponsoring companies or entities may request exclusivity on certain products and services, if their request is granted; affected vendors will be notified prior to the event of their new limitations. If an affected vendor is not able to accept their new limitations, they may request to have their application rejected and receive a refund in the amount of their booth fee. The vendor further understands that they are not entitled to receive any additional compensation.
- Vendors selling items that were not approved on the application may be subject to one or more of the following; removal of the unapproved item(s), a monetary fine up to \$200 (payable on demand), expulsion from the event without refund.

- The Sale of Firearms, Alcohol, Obscene Materials, Stolen Merchandise, and Illegal Paraphernalia is forbidden at all Town of Norwood events.
- Permits: Some municipalities may require additional permits from certain vendor types. This will be noted in the event description.

CANCELLATION

- The event is held rain or shine. There will be no refunds for failure to show, illness, inclement weather, cancellation, or any reason other than the rejection of your application.
- The Town of Norwood may change or adjust the hours or days of the Event due to forces of nature, or other occurrences beyond our reasonable control. Such changes will not be considered a breach of this agreement, and will not constitute grounds for a refund.

VENDOR RESPONSIBILITIES

- Approved applicants are solely responsible for their compliance with all relevant state, local, and federal health regulations, codes, licenses, insurance, and taxes.
- SALES TAX: Vendors are responsible for collecting and reporting their own sales tax.
- SALES: All sales and displays must be confined within the booth space. No hawking.
- Space Sharing: One vendor per space; NO subletting or sharing of space allowed.
- Vendors will provide their own canopy, tables, chairs, extension cords, display, etc.
- Canopies must fit within booth space and be constructed to withstand inclement weather conditions.
- Canopies must be weighted on all four corners. (You are responsible for any and all damages caused by your canopy.)
- Canopies must have an attached label or tag to prove it was manufactured of flame-retardant materials.
- It is recommended (but not required) that all vendors have a fire extinguisher at their booth.
- The Event does not provide power, unless specifically noted.
- Only quiet generators will be permitted. If your generator is deemed by The Town of Norwood to be disruptive to your neighbors or the event, you must agree to discontinue its use immediately.
- Vendors are fully responsible for their own personal property. Neither The Town of Norwood nor the Event will assume liability for any losses that you may incur.
- Park only in the designated vendor parking areas. You are required to keep the most convenient spaces available to event patrons/shoppers for the benefit of all booths at the event, including your own. Parking violations will be enforced.
- LOAD IN: Unload your product at your assigned booth space and immediately move your vehicle to the designated vendor parking area before you begin your set up.
- LOAD OUT: All vendors must remain for the duration of the event. When the event is officially over, break down your display and pack up your booth before bringing your vehicle inside the event. For the safety of the general public, be sure an ALL CLEAR for vendor pack up has been given before proceeding beyond the event barricades.
- Unauthorized vehicular traffic inside the barricaded area during event hours is strictly prohibited. Violators will be deemed as causing a public safety hazard and issued a citation by local law enforcement.

- Cooperation with local authorities is mandatory. (I.e. State, County, and City employees, event staff and volunteers.)
- Photos or video including sound, may be taken at this event of you, your booth, and or your products or works and used to promote this and future events by the Town of Norwood, its affiliates, and other advertising entities.
- Failure to comply with the Rules and Regulations governing this event may result in your expulsion from the event without refund. Enforcement of these terms and conditions are at the sole discretion of the Town of Norwood. The Town of Norwood reserves the right to interpret, modify, delete or add to the rules as necessary for the smooth, sound, safe and efficient operations of the event.

ADDITIONAL REQUIREMENTS FOR FOOD VENDORS

- It is mandatory that all food vendors have adequate fire extinguishing equipment at their booth with current certification tags attached and ready for inspection by the Fire Marshall, this includes a Class K extinguisher if fryers are used.
- Vendors must be prepared to pass a health inspection and pay on site if you do not have these licenses or permits already.
- All Food Vendors who are cooking on site are required to cover the area under your work space with tar paper to protect the cleanliness of our venues. You will not be allowed to open if you do not comply with this condition nor will you receive a refund or credit. Once the festival is over, you will be required to dispose of the tar paper, trash and any other debris in the proper fashion before departing.
- All cooking oil must be properly disposed of. The event does not provide a disposal container. Cooking oil may not be disposed of in the trash or through any other means. Food Vendors will be required to have and continually maintain oil/grease protection barriers within their booth at all times. All propane deep fat fryers must be self-contained (enclosure of open flame) and be controlled by an accurate thermostat (if applicable).

ADDITIONAL REQUIREMENTS FOR AMUSEMENT VENDORS

- Amusement vendors must provide proof of documentation of being North Carolina State Certified.

ACKNOWLEDGEMENT

I acknowledge that I have read and fully understand this agreement, and that I voluntarily executed the same without inducement or promise not contained herein. I further understand that this agreement may affect my rights and I expressly agree that this agreement shall be construed as broadly as permitted by the law of the State of North Carolina, and that if any part hereof is declared invalid, the remainder shall remain in full force and effect. I have read and agree to the above terms and conditions, and will adhere to the Rules and Regulations set forth by the Town of Norwood.

Release of Liability

I, unconditionally waive, release, indemnify and forever discharge and hold harmless, the Town of Norwood, the event named above, the city and county the event is held in, all sponsoring organizations, their directors, officers, employees, agents and volunteers, successors and assigns, and all other persons directly or indirectly liable, from all claims of legal or financial liability of any kind, including but not limited to, personal and economic injury, loss, costs, or damage arising out of or in conjunction with the above named festival or event, whether foreseeable or unforeseeable, including those resulting from negligence or fault, without regard to any hazards which may exist, whether hidden or obvious.

Severability

If any part of this Waiver and Release is found to be invalid, all other parts of this agreement shall remain binding and continue in full force and effect. I expressly agree that this agreement shall be construed as broadly as permitted by the law of the State of North Carolina.

Acknowledgment of Voluntariness

I have not been pressured or coerced in any way to participate in these activities. Any activities I undertake are done so voluntarily and solely for purposes of participating in or attending the above festival or event.

Affirmation

I affirm that I am an adult and legally competent to sign this release; that the terms of this release are contractual; and that this release shall be binding on me, my personal representatives, heirs, successors and assigns. I have fully read and understand the contents of this agreement and I further acknowledge that I voluntarily execute the same without inducement or promise not contained herein.

I agree and acknowledge the above:

Signature _____ Date _____