



BrunSCO Spring Fling
2019 Vendor Application

Company Name: _____

Representative Name: _____

Phone: _____ Email: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Event Location: 349 Whiteville Road, Shallotte, NC

Vendor Set-Up: Thursday, April 18th, 2019 8:00 AM – 4:00 PM

Event Hours: Thursday, April 18th 2019 5:00 PM – 10:00 PM

Friday, April 19th 2019 4:00 PM – 10:00 PM

Saturday, April 20th 2019 2:00 PM – 10:00 PM

SPACE IS LIMITED. Please return your completed application with entry fee. Approval letters will be emailed. The BSF committee reserves the right to deny any application for any reason. NO REFUNDS.

APPLICATION MUST BE COMPLETED IN FULL TO BE CONSIDERED

This application is for a 10'x 10' booth space and is available for the following:

Table with 4 columns: Fees, # Spaces, Price, Amounts. Rows include Chamber Member Booth, Chamber Member Booth with Corner, Non-Chamber Member Booth, Non-Member Corner Booth, Electric 120v, 20 amp circuit, Higher voltage, and Subtotal.

TOTAL Amount Enclosed \$ _____

Make Checks Payable to: Brunswick County Chamber of Commerce, PO Box 1185, Shallotte, NC 28459. Once Approved there will be no refunds (no exceptions) **RETURN CHECK FEE IS \$35**

Signature _____ Date _____

The undersigned understands that by failing to abide by the rules s/he may be asked to leave the Event and no refund will be made.





2019 Brunasco Spring Fling RELEASE AND WAIVER OF LIABILITY for VENDORS

This Release and Waiver of Liability is executed this date of _____, 2019, by _____ (the "Vendor") in favor of The Brunasco Spring Fling / Brunswick County Chamber of Commerce and its directors, officers, employees, volunteers, and agents.

I, the Vendor, hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. **Waiver and Release.** I hereby release and forever discharge and hold harmless The Brunasco Spring Fling / Brunswick County Chamber of Commerce and its successors and assigns from any and all liability, claims, demands, and causes of action, of whatever kind of nature, either in law or equity, which may hereafter arise from my participation *and the participation of anyone working for me* with The Brunasco Spring Fling / Brunswick County Chamber of Commerce and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Brunasco Spring Fling / Brunswick County Chamber of Commerce.

I understand and acknowledge that this Release discharges The Brunasco Spring Fling / Brunswick County Chamber of Commerce from any liability or claim that I may have against The Brunasco Spring Fling / Brunswick County Chamber of Commerce, with respect to any bodily or other injury, illness, death, or property damage that may result from my participation. I also understand that The Brunasco Spring Fling / Brunswick County Chamber of Commerce does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage.

2. **Insurance.** I understand that Brunasco Spring Fling / Brunswick County Chamber of Commerce may elect to provide group accident or other liability insurance. Any coverage so provided will be governed by the policy language. Except to the extent that it may provide such insurance, The Brunasco Spring Fling / Brunswick County Chamber of Commerce does not carry or maintain any health, medical, disability, damage, or other liability insurance coverage for the benefit of its vendors, and expressly disclaims any responsibility or obligation to do so. AS A VENDOR, I AM EXPECTED AND ENCOURAGED BY The NC Oyster Festival / Brunswick County Chamber of Commerce TO MAINTAIN MEDICAL, HEALTH, AND ALL OTHER APPLICABLE INSURANCE COVERAGE FOR MY OWN BENEFIT.
3. **Medical Treatment.** Except as otherwise agreed to by Brunasco Spring Fling / Brunswick County Chamber of Commerce in writing, I hereby release and forever discharge Brunasco Spring Fling / Brunswick County Chamber of Commerce from any and all liability claims, demands, and causes of action whatsoever that may arise on account of any first aid or other medical treatment rendered during my participation with Brunasco Spring Fling / Brunswick County Chamber of Commerce and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with Brunasco Spring Fling / Brunswick County Chamber of Commerce.



4. **Assumption of Risk.** I understand that my participation with Brunsc Spring Fling / Brunswick County Chamber of Commerce and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with Brunsc Spring Fling / Brunswick County Chamber of Commerce may include activities that may be hazardous to me. I further recognize and understand that such participation may involve certain inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in the activities and release Brunsc Spring Fling / Brunswick County Chamber of Commerce from all liability for injury, illness, death, and/or property damage that may result.

5. **Photography/Audio Release.** I do hereby grant and convey unto Brunsc Spring Fling / Brunswick County Chamber of Commerce rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf Brunsc Spring Fling / Brunswick County Chamber of Commerce, or made with its consent, during my participation in Brunsc Spring Fling and/or any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with Brunsc Spring Fling / Brunswick County Chamber of Commerce, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. **Other.** I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law, and that this Release shall be governed by and interpreted in accordance with the laws of this state, county, city and/or township. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release. By signing below, I acknowledge that I have read and understand this Release, and agree to its provisions.

Company Name

Print Representative Name

Signature of Participant/Vendor

Date



SPRING FLING RULES & REGULATIONS

EVENT GROUNDS RULES

1. NO PETS ALLOWED
2. NO SMOKING ANYWHERE ON FESTIVAL GROUNDS including vendor tents.
3. NO WEAPONS ALLOWED

SECURITY

1. There will be overnight security on-site Thursday and Friday evenings, April 18th and April 19th, 2019.
2. In case of high winds or rain, it is recommended that you include sidewalls on your tent and ensure the tent is properly secured in the ground.
3. The Brunswick County Chamber of Commerce and the Brunsc Spring Fling committee are not responsible for damage sustained to your items within or around your booth.

VENDOR RESPONSIBILITIES:

You will receive your space assignment when you check-in.

1. Set up is on Thursday, April 18th from 8:00 AM – 4:00 PM
2. Upon check-in, you will receive an information packet which will include your vendor parking passes, vendor wristbands, booth assignment, list of vendors and more.
3. Every vendor **MUST** stay within their 10x10 booth space.
4. You are *required* to have a visible fire extinguisher in your booth.
5. You are *required* to have a 10x10 pop up tent and provide your own tables, chairs and hand cart to transfer items.
6. If you have requested electric, you must provide your own extension cords. All available electric receptacles will be GFCI protected so please test your equipment before arriving at the festival. All vendor wiring, including drop cords, should be checked for proper polarity and continuity of ground conductors.
7. All vehicles **MUST** be removed from the area **NO LATER** than 4:00 PM on Thursday, April 18th and 1 hour prior to the start of the fair on Saturday and Sunday. **No vehicles will be permitted on the grounds during fair hours.**
8. Vendors will handle their own sales and be responsible for collecting/turning in 7.0% NC Sales Tax where applicable
9. Exhibitors **MUST** maintain a display of his/her work during festival hours.
10. Exhibitors **MAY NOT** pack up prior to 10:00 PM on Saturday unless given permission by a member of the Brunsc Spring Fling Committee.

There is no guarantee provided against the possibility of duplication or similarity of products

