



BRIERFEST FOOD VENDOR APPLICATION

DATES: MAY 17-18, 2018

Deadline to Apply: March 29th, 2018

(LATE FEE OF \$25 WILL APPLY TO APPLICATIONS RECEIVED AFTER THIS DATE)

Late Application Deadline: April 26th, 2018

(NO APPLICATIONS WILL BE ACCEPTED AFTER THIS DATE)

Thank you for applying to participate in BrierFest 2018. For questions about the event, please contact Bruce Towery at 501-519-2679 or towery100@yahoo.com . *Please take the time to carefully read all the information below before submitting the application.* Most of your questions will be answered on this page or in the terms and conditions.

For trailer size, include tongue measurement and/or any other add-ons to trailer/tent. Submit an application for each trailer/tent if you are applying for more than one. Please complete all information on the attached application and attach a photo of your trailer/tent. Failure to do so will void this application.

Applicant must include menu with pricing as part of the application. Menu items may not be changed once approved by BrierFest.

Selection of concession vendors will be based upon a number of factors, including but not limited to, menu variety/selections, point-of-sale presentation, size of trailer/tent, potential sales performance, and overall compatibility with the festival.

Available space is limited. Vendors will be notified by mid-April of acceptance/rejection.

Food vendors must furnish their own trailer/tent, tables, chairs, extension cords, trash bags, etc. Please be prepared to stay during inclement weather. We all know the weather in Arkansas can turn around at any time without notice.

Food vendors must check in at the First Security Bank Tent between 3:30 pm and 5:00 pm on Friday. The tent will be located in the parking lot behind Westside Elementary School, 65 Garrett Road, Greenbrier, AR. Any unclaimed booth space remaining at 4:30 on Friday may be used for another purpose at the sole discretion of the BrierFest Committee. All food vendors must remain open Friday from 6:00 pm to 11:00 pm and Saturday from 10:00 am to 11:00 pm. You may open for business as soon as you are set up on Friday and must stay open during entertainment. Vendor must bring enough items to remain open for the duration of the event.

Food vendor locations will be assigned at the sole discretion of the BrierFest Vendor Committee whose decisions are final.

Food vendors are responsible for collecting, reporting and paying all state and local sales tax. Forms and information will be provided with the check-in packet. (Please read terms and conditions for more information.)



**BRIERFEST FOOD VENDOR APPLICATION
MAY 17-18, 2018**

Business Name: _____ Contact Name: _____

Street Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

Please describe the product/service/information you will be offering: _____

Please list the last three events you participated in:

Event: _____ Location (City, State): _____ Year: _____

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How did you learn about BrierFest? _____

Menu selections with prices (or attach a menu) _____

Electrical Requirements for Booth/Trailer

Number of Electrical Outlets Needed: _____
Voltage: _____ Total Amps: _____
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Please include above for all outlets needed.

Space and Configuration Requirements for Booth/Trailer/Tent

List your total clearance needed, including hitch and any additional space
Length: _____ Width: _____
Out of which side of the trailer will you serve at the festival?
Driver's side: _____ Passenger's side: _____ Other (specify): _____

Set Up Fee: \$200.00

Late Application Fee: (if applying after March 29th) \$ 25.00

Total Amount Enclosed _____

Please make check/money order Payable to BRIERFEST and mail WITH form to:

**BrierFest
PO Box 415
Greenbrier, AR 72058**

Please complete all information above and attach a photo of your trailer/tent. Failure to do so will void this application. This document is an APPLICATION ONLY and does not bind BrierFest in any way. A contract will be forwarded to you for your approval if you are chosen as a vendor for the event.

BRIERFEST AGREEMENT, TERMS AND CONDITIONS

1. Applications that are not signed and dated or that fail to include menus and payment will be denied automatically. A signed application is an agreement (contract) to participate, if accepted by BrierFest.
2. Vendors must furnish their own signage, tent, tables, chairs, extension cords, lighting and all other supplies. Vendor must properly weigh down tents and secure trailers. No spikes in concrete or asphalt.
3. BrierFest reserves the right to terminate this contract at any time before or during the event if Vendor or its employees or agents commit any act or omission that BrierFest deems, in its sole discretion, to be detrimental to the purposes of the festival, violate this agreement, or violate any law or ordinance.
4. Vendor must check in during the assigned time which is from 3:30 pm-5:00 pm on Friday.
5. Vendor must keep booth and surrounding area clean and free of trash, debris, trip hazards and other hazardous conditions. Vendor agrees to leave booth spaces and surrounding areas in the condition in which it found them. Any damage caused by Vendor must be repaired at Vendor's expense.
6. BrierFest reserves the right to prohibit products, works or displays considered objectionable, inappropriate or disruptive and may do so without refund to vendors. The following items CANNOT be sold, displayed or distributed: alcohol-related products, tobacco products (including vapor cigarettes, pipes, and accessories) novelty lighters, stink bombs, live animals, silly string, door-to-door telephone solicitations, and any similar items. This is a list of examples and is not all inclusive. BrierFest has absolute discretion to decide at any time before or during the festival whether an item or product can be sold at the event. If BrierFest informs a Vendor that an item cannot be sold, displayed or distributed, the item must be PERMANENTLY removed from the premises immediately. Failure to do so could result in the closure of Vendor's booth.
7. Vendors are responsible for collecting, reporting and paying all sales tax. Forms and information will be provided with the check-in packet. Arkansas law requires vendors to submit a sales tax report and payment of sales tax to BrierFest during each day of the event. Vendors that have an existing Arkansas sales tax permit can pay sales tax directly to the state and city in accordance with their usual procedure.
8. If Vendor is approved, Vendor must provide a copy of Proof of Liability Insurance naming BrierFest, the City of Greenbrier, Greenbrier Chamber of Commerce and Greenbrier Schools as additional insureds on the policy.
9. Vehicles and storage trailers are not allowed for use as booths or to be near booths. BrierFest does not provide parking or electrical hookups for recreational vehicles/travel trailers.
10. Per the City of Greenbrier's Ordinance 05-16 passed May 2, 2016, only service animals are allowed on park property.
11. No refunds will be given due to inclement weather. The event will continue except in cases of dangerous weather, and Vendor is required to be present for the entire event. If a decision is made to suspend the event based on weather, Vendor will be notified.
12. BrierFest is not responsible in any way for loss or damage to Vendor's property. Minimal security will be provided after hours, and vendor is responsible for securing its booth.
13. Active solicitation outside of Vendor's booth is prohibited.
14. If any portion of this agreement is held invalid, illegal or unenforceable, such determinations shall not impair the enforceability of the remaining terms and provisions herein.
15. These terms and conditions and the attached application constitute the entirety of the agreement (contract) between the parties. The attached application is hereby incorporated by reference as a part of these terms.
16. This agreement shall be subject to and governed by the laws of the State of Arkansas. The proper venue for any dispute shall be Faulkner County, Arkansas.
17. Vendor agrees to indemnify and hold harmless BrierFest, the City of Greenbrier, Greenbrier Chamber of Commerce and Greenbrier Schools and any of their representatives or sponsors against any loss, cost, injury, claim, damage or charge made by any individual or entity against Vendor, BrierFest, the City of Greenbrier, Greenbrier Chamber of Commerce or Greenbrier Schools arising from Vendor's performance under this agreement or participation in BrierFest.

ANY VIOLATION OF THESE TERMS AND CONDITIONS MAY RESULT IN THE LOSS OF BOOTH SPACE FOR THE DURATION OF THE EVENT WITHOUT REFUND, AND THE VENDOR MAY BE EXCLUDED FROM FUTURE EVENTS.

Signed: _____ Date: _____