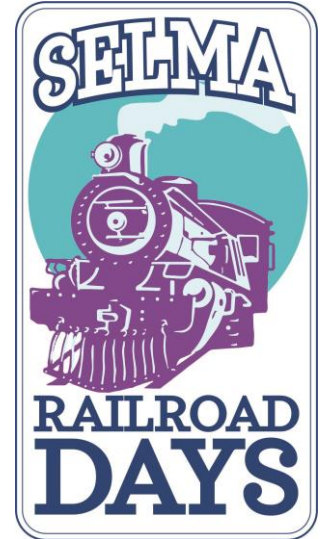


# **48<sup>th</sup> Annual Selma Railroad Days**

## Non-Commercial Vendor Interest Form, Terms & Conditions

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The Town of Selma and the Selma Railroad Days Committee are looking forward to a successful 48<sup>th</sup> Annual Railroad Days Festival. We appreciate your interest in participating in this annual event!

The Selma Railroad Days Committee welcomes you to submit an interest application after reviewing the vendor terms and conditions. Please understand that due to a limited number of vendor spaces, the committee will carefully review and determine which vendors will be the best additions to the festival.

### **Vendor Terms & Conditions**

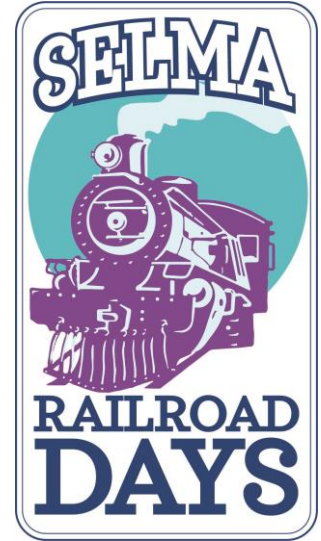
- *Food vendors must complete a Food Truck Application form.*
- **Vendors must be able to set up for both Saturday & Sunday.** Cost per vendor will be \$50 total. Electricity is limited, if available there is an extra \$25 fee.
- **You must allow festivalgoers to approach your space. Solicitation and distribution of literature beyond your assigned festival booth is not allowed.**
- Due to littering issues in years past, please consider the amount of paper/information handouts your organization provides to festivalgoers.
- The Selma Railroad Days Committee has the right to revoke any products that are deemed inappropriate, or do not fit the initially approved items/content, or do not align with photos submitted during the application process. Questions about this requirement? Please send us photos of previous setups and information about your organization, along with any questions!
- **Vendors must not break down early or arrive late.**
- The vendor cannot show or display other organizations' information that had not applied or did not receive approval to participate.
- The vendor must be in security of his/her booth and cannot hold the Town of Selma or Railroad Days Committee responsible for theft or damage. Security presence will be increased during festival hours and overnight.
- Vendor booth fees are non-refundable for vendors participating in the festival.
- Vendor spaces are 12x12, this can include a 10x10 tent and will allow for space in between.
- **Vendors must provide a tent and weights. Vendors will also be required to provide necessary tables, chairs, etc. Table coverings must be fitted or have the ability to attached to tables.**
- **Vendors must always present appropriate behavior.**

If you have questions, please email [Events@Selma-NC.com](mailto:Events@Selma-NC.com).

# **48<sup>th</sup> Annual Selma Railroad Days**

## Non-Commercial Vendor Interest Form, Terms & Conditions

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\_\_\_\_\_ **YES, I am interested in participating as a non-commercial vendor during the 48<sup>th</sup> Annual Selma Railroad Days Festival. I have read, understand, and agree to the vendor terms and conditions.**

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Organization Address: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Description of Organization: \_\_\_\_\_

List ALL Types of Content/Handouts/Products: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**To be considered for participation, you must attach or send photos of products and items. Please include photos of displays and setups from previous events.**

**VENDOR INTEREST APPLICATION DEADLINE: August 25, 2023**

**SELECTED VENDORS WILL BE NOTIFIED BY: SEPTEMBER 1, 2023**

**FEES MUST BE PAID BY: SEPTEMBER 15, 2023**

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12 X 12 Booth Saturday-Sunday October 7-8, 2023	\$50	Non- refundable	Single booth space is 12 feet wide and 12 feet deep, tent space of 10x10 allowed. Must provide tent, weights, tables, chairs, and fitted table coverings.
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**\*\*NO fees are to be paid for vendor spaces at this time.**

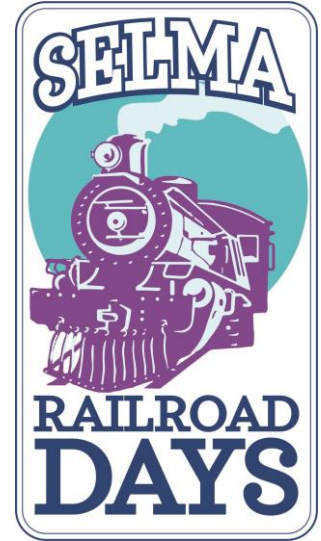
**All vendors applying will be notified of status by September 1, 2023.**

**Fees for selected vendors must be paid by September 15<sup>th</sup>.**

# **48<sup>th</sup> Annual Selma Railroad Days**

## Non-Commercial Vendor Interest Form, Terms & Conditions

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### **PLEASE NOTE OUR POLICY TERMS & CONDITIONS:**

- Events are rain or shine and are non-refundable.
- The Annual Selma Railroad Days Festival is unique to the Town of Selma and reserves the right to choose vendors that will complement the downtown businesses. The Town of Selma and Selma Railroad Days Committee reserve the rights to revoke participation of any vendor that do not follow previously noted guidelines, present inappropriate behavior/items or products deemed unsafe or inappropriate.
- If the Town of Selma cancels an event for any reason you will receive a make-up credit for the missed event.
- If you cannot attend a scheduled portion of the festival for any reason you must notify the committee via email or you will be considered a no show and will not be allowed to participate in upcoming events. If you cannot attend the event and know more than one month prior, please request a cancellation via email. The Town of Selma reserves the right to keep the vendor fee paid in advance.
- All vendors/participants present during the festival, may be in an area where photography, audio, and video recording may occur. By entering the event premises, you consent to interview(s), photography, audio recording, video recording and the release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by the Town of Selma, Selma Railroad Days Committee and its affiliates and representatives. By entering the event premises, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged.
- Vendor confirms that it has, or will have at the time of the Event, appropriate insurance to cover liability for the types of activities Vendor will conduct during the festival. If no insurance is acquired, the vendor understands that the Town of Selma/Selma Railroad Days Committee shall not be responsible for any liability or damage by or from the vendor. The Town of Selma/Selma Railroad Days Committee shall not be responsible for any loss or damage incurred by Vendor, including, without limitation, damage to Vendor's property, loss of sales, or injury to or death of Vendor (or its agents, employees, and/or personnel). The Town of Selma/Selma Railroad Days Committee maximum liability arising out of or relating to this Agreement shall not exceed, in the aggregate, the amounts paid to it by Vendor, and in no event shall the Town of Selma/Selma Railroad Days Committee be liable for any consequential, incidental, indirect, punitive, or special damages regardless of the cause of such damages. Vendor expressly assumes all risks of loss, damage, liability, injury, or destruction resulting from any cause whatsoever, including but not limited to acts or omissions by Vendor, and hereby releases and waives any claims against the Town or Committee related to such loss, damage, liability, injury, and/or destruction. Vendor covenants that it shall be fully responsible for any damages resulting from its participation in the festival, and agrees to indemnify, defend, and hold the Town of Selma/Selma Railroad Days Committee (and its officers, employees, agents, vendors, affiliates, and representatives) harmless against any claims arising out of or related to Vendor's participation in the festival, including for claims arising out of Vendor's negligent actions or omissions.
- The relationship of vendors with the Annual Railroad Days Festival is that of an independent contractor, and nothing contained in this Agreement will be construed as creating a partnership, joint venture, employment relationship, agency, or other relationship between the parties, or to make the Town of Selma/Selma Railroad Days Committee liable for the debts or obligations of Vendor. Vendor and its agents, employees, personnel, and/or independent contractors who participate in the festival agree to be bound by this Agreement and shall comply with its terms and all festival rules, regulations, and directives as may be expressed to Vendor by the Town of Selma/Selma Railroad Days Committee in any way at any time. The terms of this Agreement, including any limitations and waivers, insures to the benefit of the Annual Selma Railroad Days Festival and its affiliates and festival sponsors.