



45th ANNUAL WOOLLY WORM FESTIVAL

Saturday, October 15 & Sunday, October 16, 2022



Located at the Historic Banner Elk Elementary School

185 Azalea Circle, Banner Elk, NC 28604

Saturday 9-5 pm & Sunday 9-4 pm

Contact the Avery County Chamber of Commerce for all information

4501 Tynecastle Hwy., Unit 2, Banner Elk, NC 28604

(828) 898-5605, (800) 972-2183 / Email: info@averycounty.com www.averycounty.com

SPACE IS LIMITED SO PLEASE APPLY EARLY!

ALL ITEMS MUST BE HANDCRAFTED BY THE ARTISTS.

No Resale Items are permitted. You will be asked to leave if your craft is not made by you.

If you are a re-seller, please do not apply!

The Woolly Worm logo is copyrighted and trademarked. No use of the logo is permitted except by written approval.

APPLICATION PROCEDURE

All merchandise will be juried. Our selection committee will consider: (1) quality of merchandise (2) date of application and (3) medium capacity

1. Complete booth application in full. **Food vendors must submit a complete menu with prices which will be approved and signed off by the Woolly Worm Committee & food vendor. You will be asked to leave if you cannot comply with your approved menu!**
2. Submit at least three (3) photographs representative of your current work including your work space even if you have attended in the past. Please know that applications without photographs will not be considered. Photographs are required from ALL vendors.
3. For payment **please include two checks, one for the processing fee and one for the booth fee** made **payable to the Woolly Worm Festival**. Note: All vendor monies will be held until acceptance from the committee. Accepted vendor monies will be deposited directly into the Woolly Worm Festival bank account. Rejected vendor monies will be returned to the vendor minus the \$25 processing fee.
4. Vendors may also include Credit Card information as an accepted form of payment. (VISA, MasterCard, Discover, or American Express) Vendor credit card will not be run until acceptance from the committee.
5. All applicants must enclose a Self-Addressed Stamped Envelope (SASE) with postage for your festival notification.
6. Mail to: Woolly Worm Festival, c/o Avery County Chamber of Commerce, 4501 Tynecastle Hwy., Unit 2, Banner Elk, NC 28604. Be sure there is sufficient postage on your entry.
7. Applications will be taken until booth space is filled. Additional vendors will be placed on a waiting list.

FESTIVAL NOTES

- Due to the possibility of inclement weather and high winds ALL VENDOR TENTS MUST BE SAFELY SECURED WITH A MINIMUM OF 40 LBS OF WEIGHT PER LEG.
- **Artists are responsible for their own tent, tables & display.** Tables should be tastefully covered and draping should hide the table legs and any storage, boxes, etc.
- PARKING IS LIMITED SO PLEASE PLAN ACCORDINGLY REGARDING EXTRA VEHICLES.
- VENDORS MUST CHECK IN FOR FESTIVAL AT THEIR DESIGNATED TIME. Check In violation may lead to future non acceptance into the festival.
- All exhibits must present your Business Name on the front of the booth and remain open for attendees until the Festival closes each day.
- No Woolly Worms can be sold in your booth unless approved by the committee.
- Security will be provided both Friday and Saturday night.
- All Vendors will receive Four Vendor Wrist Bands per booth at check in only for those working the booth. Additional bands will cost \$6 per band.
- Alcoholic beverages are not permitted on the grounds. They cannot be served, sold or sampled.
- NO PETS are allowed in the Festival.
- Absolutely NO SMOKING allowed in your booth area.
- Sunday Tear Down Procedure will be administered the day of the Festival.
- All exhibit space must be cleaned, including zip ties and all trash particles.

CRAFT VENDORS: PLEASE READ CAREFULLY

Be sure you know the space of your booth! Exhibit space must be self-contained. **NO TENT POLES, GUY WIRES, TRAILER HITCHES, TABLES OR MERCHANDISE WILL BE PERMITTED BEYOND YOUR SPACE.** Tables must be draped and booths should present an attractive appearance.

- ALL items must be crafted by you, the artist. No resale items are permitted. Upon inspection of your booth, all resale items or items in question will be asked to be removed from your booth or you will be asked to leave.
- **Each vendor is requested to prominently display a sign with his/her name or the trade name and product.**
- Items sold must be in keeping with the Festival's family environment. The committee reserves the right to ban or dismiss any exhibit or products that it deems offensive.
- Power is limited to food vendors only. Generators must be whisper generators and must be authorized prior to the Festival.

Set Up:

☐ **Friday, October 14 - Craft vendors may enter the grounds after 12:00 P.M. –7:00 P.M.**

☐ **Saturday, October 15- Check-In starts at 6:45-8:00 A.M. All vehicles must be off of the school grounds by 8:00 A.M.**

Required Festival Forms:

- **RELEASE AND WAIVER OF LIABILITY**
- **NC SALES AND USE TAX CERTIFICATE (www.dor.state.nc.us; 877-252-3052)**

FOOD VENDORS: PLEASE READ CAREFULLY

BUSINESSES must be in compliance with NC State Law and Avery County Health Department Regulations.

Be sure you know the space of your booth! Booth space must be self-contained. **NO TENT POLES, GUY WIRES, TRAILER HITCHES, TABLES OR MERCHANDISE WILL BE PERMITTED BEYOND YOUR SPACE.** Tables must be draped and booths should present an attractive appearance. **FOOD PRICES AND MENU MUST BE DISPLAYED.**

Set Up:

- **Friday, October 14—FOOD VENDORS MUST CHECK IN FROM 9:00 A.M. - 1:00 P.M.**
- **All vehicles must be off of the school grounds by 8:00 A.M. on Saturday morning.**
- Please let the staff know prior to the event if you will need access to your food source during the Festival.

ATTENTION FOOD VENDORS

1. We try to avoid food menu duplication. It is imperative that you return your application with full menu and prices as soon as possible. A committee will decide which vendors and menu items are accepted.
2. Vendors will sign off on their food menu after acceptance to the Festival to prevent confusion or disputes about what items were approved. You will be asked to remove any item that was not approved or asked to leave the Festival; no questions.
3. There will be a **refundable cleanup deposit of \$50.00**. This must be sent in with your application fee and will be refunded after the Festival if your area has been left clean, usually within a month. You **MUST** have your space checked by Festival staff prior to leaving on Sunday or forfeit your deposit. This deposit **WILL NOT BE REFUNDED** if you do not abide by the operating hours and other rules of the Festival. All food, supplies and equipment must be kept within the boundaries of your booth space **AND YOUR AREA MUST BE TOTALLY CLEAN OF ANY TRASH, ZIP TIES AND OIL**, or you will automatically forfeit your deposit.
4. Food vendors please schedule your time of arrival between **9:00 A.M. and 1:00 P.M.**
5. No food vendors are allowed on Festival grounds before 9:00 A.M. Friday.
6. All food prices must be prominently displayed on the front of the booth. **NO PRICES NO SALES!**

FOOD RULES

- No food will be left out on counters after the close of each day.
- All Vendors must have a sneeze guard barrier between your business and the general public.
- It is your responsibility to be in compliance with fire and health codes for this event. You will not be able to open your booth for business if not inspected.
- A fire extinguisher must be in the booth at all times and available for use.

Required Festival Forms:

- Certificate of Insurance Liability naming the Woolly Worm Festival, Avery Chamber & Town of Banner Elk as the insured party.
- North Carolina Sales and Use Tax Certificate. (www.dor.state.nc.us; 877-252-3052)
- Health Department Form to Inspectors Office 20 days prior to the event. (828-733-6031; P.O. Box 325, Newland, NC)

ALL VENDORS

Sunday Tear Down:

☐ Vehicles will not be permitted to enter the Festival until 4:30 P.M. or after the Festival grounds clear of attendees.

☐ Vendors will be dismissed by the Festival staff when **their booth is COMPLETELY DISMANTLED, PACKED UP AND READY TO LOAD AND BOOTH SPACE TOTALLY CLEAN-INCLUDING ALL ZIP TIES.** Vendors may only bring their vehicles onto the grounds once they are given their **RELEASE PASS.** **BANNER ELK POLICE WILL ENFORCE THIS POLICY.**

☐ **Vendors who leave early and/or do not abide by the Festival rules or those vendors who fail to use common sense and courtesy will not be invited to participate in future festivals.**

A TEAR DOWN PROCEDURE WILL BE ADMINISTERED THE DAY OF THE FESTIVAL.

Cancellation Policy: If you are accepted and then cancel by 5:00 pm on August 18, your fee will be fully refunded less the \$25.00 processing fee. August 19-31, 50% of the fees paid will be refunded less processing fee.

AFTER SEPTEMBER 1. THERE ARE ABSOLUTELY NO REFUNDS.

Thank you for participating in the Woolly Worm Festival and have a great show!

45th ANNUAL WOOLLY WORM BOOTH APPLICATION

October 15 & 16, 2022

Return this form with full payment!

Answer all questions in full even if you have participated in the past!

NAME_____ DATE _____

TRADE NAME _____ PHONE _____

MAILING ADDRESS_____

CITY _____ STATE _____ ZIP CODE _____

EMAIL _____ NC SALES TAX ID NUMBER _____

Please give a DESCRIPTION of your craft and/or food (FOOD: Your full menu will be approved by the committee.)
 _____ FOOD _____ CRAFT _____COMMERCIAL _____NONPROFIT (Please check one)

Description: _____

Have you previously participated in this Festival? Yes___ No___ List year(s) _____

Average price of product sold _____

Please send 3 (three) good quality photos of your work including your work space or studio.

Please indicate if you wish to be in the same general area as last year. Yes ___ No ___
 (Exact spaces and special requests cannot be guaranteed!)

If you have a special request, please indicate it here: _____

May we post a picture of your work on a website advertising the Festival? Yes ___ or No ___

BOOTH FEE - This Fee covers **BOTH** days of the Two Day Festival.

\$25.00 non-refundable PROCESSING FEE with this application _____

Nonprofit Booth 12x12 \$100.00 ___ (Limited Availability)

Single Craft Booth 12x12 \$200.00 ___

Double Craft Booth 12x24 \$345.00 ___

Commercial Booth 12x12 \$200.00 ___ (Limited Availability)

Food Booths: 12x16 \$435.00 ___ 12x32 \$864.00 ___

12x20 \$540.00 ___ 12x36 \$978.00 ___

12x24 \$648.00 ___ 12x40 \$1,080.00 ___

12x28 \$756.00 ___

A refundable clean-up deposit for Food Vendors of \$50.00 must be included with payment.

Food vendors must also submit a menu with prices and carry adequate insurance.

Tent ___ Trailer ___ Size of the trailer (including length of the hitch) _____

PLEASE NOTE: You must stay entirely in your assigned space with all merchandise, food, equipment, etc. Please make sure you have requested the appropriate size booth space.

GENERATORS must be pre-approved on a case by case situation. Only quiet generators are permitted.

FOOD VENDORS ONLY:

110 Volt Receptacle ___ (\$20.00 each) 220 30 amp___ (\$35.00 each) 220 50 amp___ (\$35 each)

Vendors will be assigned only the number of outlets they request on the Electrical Application. All plugs will be tagged with vendor name at festival set up.

Credit Card Payment: (3.5% additional charge for cards)

Name on Card _____ Zip Code of Card _____

Credit Card Number _____ Expiration _____ Security Code _____

I have read the Rules and Regulations of the Woolly Worm Festival and agree to abide by them. I may be asked to leave if the rules are not followed. Your signature is your agreement to abide by all the rules of this Festival.

Signed: _____ Date: _____ Enclosed \$_____

Enclose a self-addressed stamped envelope to cover festival notification.

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|--|
| CHECK LIST (if applicable) |
| Processing Fee \$25 _____ |
| Booth Fee (size price) _____ |
| Clean Up Fee \$50 _____ (Food Vendors only) |
| Power Fee _____ (Food Vendors only) |
| TOTAL _____ |
| Craft Vendor Forms: |
| Waiver of Liability _____ |
| N.C. Sales Tax Certificate _____ |
| Food Vendor Forms: |
| N.C. Sales Tax Certificate _____ |
| Certificate of Liability _____ |

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This Release and Waiver of Liability is executed this date of _____, 20____, by _____ (the "Vendor") in favor of The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk 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 Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk 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 Woolly Worm Festival and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Woolly Worm Festival/Avery County Chamber of Commerce / Kiwanis Club of Banner Elk.

I understand and acknowledge that this Release discharges The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk from any liability or claim that I may have against The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk, with respect to any bodily or other injury, illness, death, or property damage that may result from my participation. I also understand The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk 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 The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk 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 Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk 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 WOOLLY WORM FESTIVAL / AVERY COUNTY CHAMBER OF COMMERCE / KIWANIS CLUB OF BANNER ELK TO MAINTAIN MEDICAL, HEALTH, AND ALL OTHER APPLICABLE INSURANCE COVERAGE FOR MY OWN BENEFIT.

3. Medical Treatment. Except as otherwise agreed to by The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk in writing, I hereby release and forever discharge The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk 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 The Woolly Worm Festival and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk.



4. Assumption of Risk. I understand that my participation with The Woolly Worm Festival and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk 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 The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk 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 The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf of The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk, or made with its consent, during my participation in The Woolly Worm Festival and/or any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with The Woolly Worm Festival / Avery County Chamber of Commerce / Kiwanis Club of Banner Elk, 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 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.

Vendor Company Name

Print Representative Name

Signature of Participant/Vendor

Date