

NORTH CAROLINA BOURBON & SPIRITS FESTIVAL

FOOD TRUCK APPLICATION

Company Name: _____

Representative Name: _____

Phone: _____ Email: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Tax ID# _____ Medium: _____

Festival Location: Weldon Mills Distillery, Weldon North Carolina 27890

Festival Hours: Saturday, September 30th, 2023 3:00pm - 11:30pm

Set Up Time : Saturday, September 30th 2023 1:00 pm

SPACE IS LIMITED. Please return your completed application. Approval letters will be emailed along with the payment link. The Bourbon and Spirits Festival committee reserves the right to deny any application for any reason. All Food Truck Vendors/Employees MUST be 21 or older.

RAIN OR SHINE EVENT - NO REFUNDS ONCE ACCEPTED.

The governing body of the NC Bourbon and Spirits Festival Committee reserves the right to CLOSE the festival due to extreme weather or public safety concerns, without refund to vendor.

APPLICATION MUST BE COMPLETED IN FULL TO BE CONSIDERED FOR THIS EVENT

This application is for roughly 16ft truck space and applies to all exhibitors

<u>Fees</u>	<u># Spaces</u>	<u>Price</u>	<u>Amounts</u>
FOOD TRUCK	___1___	x \$150.00	= \$ _____
		Subtotal	\$ ___150___

***PLEASE NOTE: WE ONLY PROVIDE THE SPACE FOR FOOD TRUCKS. ALL OTHER ITEMS ARE VENDORS RESPONSIBILITY INCLUDING TABLES, TENTS, WIFI/HOTSPOTS ETC.**

NORTH CAROLINA BOURBON & SPIRITS FESTIVAL

***YOU WILL HAVE UNTIL JULY 31st TO SECURE YOUR SPOT AND MAKE YOUR PAYMENT. IF PAYMENT IS NOT RECIEVED BY THEN, YOU WILL LOSE YOUR SPOT.**

***THERE ARE 10 ELECTRICAL HOOK UPS, THOSE SPOTS WILL BE FIRST COME, FIRST SERVE**

Please include with your application 2 photos of your Food Truck and **EMAIL** three 4x6 *landscape (not portrait)* high resolution photos featuring your product and provide a description of your business or organization and a link to your website or Facebook page below. Photos are required for your application to be accepted.

We are requesting updated information for our website, please be sure to include the best contact information, where you can be reached during the festival.

Web address: _____

Facebook page: _____

Provide a brief description of your service or product (use back of form if needed):

Signature _____ Date _____

The undersigned understands that by failing to abide by the rules they may be asked to leave the Festival and no refund will be made.

CHECK OFF LIST:

- PAYMENT RECEIVED THROUGH QUICKBOOKS LINK
- PHOTOS (EMAILED AND INCLUDED) will be used for publicity purposes.
- APPLICATION COMPLETED
- WAIVER/INSURANCE FOR FESTIVAL ONCE APPROVED

NORTH CAROLINA BOURBON & SPIRITS FESTIVAL

NC BOURBON AND SPIRITS FESTIVAL 2023 RELEASE AND WAIVER OF LIABILITY for VENDORS

This Release and Waiver of Liability is executed this date of _____, 2023, by _____ (the "Food Truck Vendor") and approved by The NC Bourbon and Spirits Festival Committee.

This Release includes the following terms:

1. **Waiver and Release.** I hereby release and hold harmless the NC Bourbon and Spirits Festival 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 and NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ BarnBurner or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with the NC Bourbon and Spirits Festival/Weldon Mills Distillery/ BarnBurner.

I understand and acknowledge that this Release discharges the NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ BarnBurner from any liability or claim that I may have against the NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ BarnBurner, with respect to any bodily or other injury, illness, death, or property damage that may result from my participation. I also understand that the NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ BarnBurner 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 NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ BarnBurner **WILL REQUIRE 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 NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ Barn Burner

NORTH CAROLINA BOURBON & SPIRITS FESTIVAL

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. The Certificate of Insurance will include coverage for Town of Weldon and NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ BarnBurner.

3. **Medical Treatment.** Except as otherwise agreed to by the NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ BarnBurner in writing, I hereby release and forever discharge the NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ BarnBurner 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 NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ BarnBurner and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with the NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ BarnBurner.
4. **Assumption of Risk.** I understand that my participation with the NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ BarnBurner and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with the NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ BarnBurner 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 NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ Barn Burner 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 NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ BarnBurner the rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf the or NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ BarnBurner made with its consent, during my participation in the NC Bourbon and Spirits Festival and/or any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with the NC Bourbon and Spirits Festival/ Weldon Mills Distillery/ BarnBurner, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. You agree to allow the NC Bourbon and Spirits Festival to use photos, videos on social media, print media, websites and billboards, and all cross-media marketing.
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

NORTH CAROLINA
BOURBON & SPIRITS
FESTIVAL

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/Food Truck Vendor

Date