

*Bookmarks Festival of Books & Authors*  
September 7, 2019  
Winston-Salem, NC

***Food Vendor Application***  
**Please Read Carefully**

Thank you for your interest in being a Food Vendor at Bookmarks' Festival of Books & Authors 2019 (the "Festival"), the largest annual book festival in the Carolinas! In 2018, our Festival drew **25,000 attendees** from **17 states**. We look forward to you joining us for 2019.

Bookmarks requires a **\$50 vendor** fee in order to participate as a food vendor at the Festival. Unlike many festivals, Bookmarks does not charge a large fee to food vendors, or require a percentage of sales. Instead, our goal is to highlight local food from local businesses to the thousands of people coming from out of town and out of state.

**Targeted Marketing Impressions for 2019 Food Vendors:**

- Inclusion in Festival Brochure 70,000 impressions
- Listing on website for 2018 100,000 impressions
- Mentions on Facebook 752.5 average reach per post
- Mentions on Twitter 68,650 impressions per month
- Inclusion in e-newsletter 4,500 recipients

**Food Truck Tickets:**

Bookmarks gives our 45+ visiting authors a food truck ticket good for one meal on the day of the Festival. After the Festival, food trucks submit the used food truck tickets to Bookmarks for reimbursement. If you do not wish to participate, you must let Bookmarks know at the time of registering.

Please complete, sign, date, and mail the application and payment by **May 31, 2019** in order to participate as a vendor in 2019. **NOTE: Food trucks will be placed in a specific area of the Festival.**

Bookmarks  
634 W. 4<sup>th</sup> Street #110  
Winston Salem, NC 27101

Any questions may be directed to [Jamie@bookmarksnc.org](mailto:Jamie@bookmarksnc.org)

Bookmarks *Festival of Books & Authors*  
September 7, 2019  
Application

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

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

Website/Social Media sites: \_\_\_\_\_

I agree to receive food truck tickets at the Festival, which I will return to Bookmarks for reimbursement.

**AGREEMENT**  
**Terms and Conditions**

**Vendor:** \_\_\_\_\_

1. Vendor shall arrive at the Festival no later than 10:00 am on September 7, 2019 and remain open and available during the operating hours of the 2019 Bookmarks Festival of Books and Authors (“the Event”). To ensure that Vendor has sufficient time to set up, Bookmarks will allow Vendor to access the Event area and its leased space beginning at 7:30 a.m. on September 7, 2019. Vendor shall not leave prior to the closing of the Event without express permission by Bookmarks.
2. Should Vendor deem it necessary to cancel this Agreement, Bookmarks must receive written notice by certified mail no later than August 1, 2019. For cancellations made on or before August 1, 2019, Bookmarks shall retain a \$25 administrative processing fee, but will refund the remaining fees paid. No fees will be refunded for any cancellations received after August 1, 2019.
3. Vendor is responsible for its own security with respect to cash or other forms of monies collected by Vendor and Bookmarks will not be responsible for same.
4. Bookmarks will not be responsible for any damage, accidents, or injury that may happen to Vendor or its agents, employees, representatives and any and all other participants and/or their property from any cause whatsoever arising out of this Agreement, the Vendor’s lease of space at the Event, or resulting from the Event.
5. Indemnification.
  - a. Vendor will indemnify and hold harmless Bookmarks, the City of Winston-Salem, The Arts Council of Winston-Salem & Forsyth County, the Facilities for the Arts on Spruce Foundation, and the directors, officers, agents, employees, volunteers, and affiliates of each of the foregoing persons (collectively, the “Indemnified Persons”) against any and all claims, liabilities, losses, damages, and expenses incurred (including reasonable legal fees), joint or several (including actions or proceedings in respect thereof) (“Losses”) arising out of or in any way relating to bodily injury or death of any person or damage to real and/or tangible personal property, libel, or slander incurred that is caused by the Vendor, its agents, employees, or representatives.
  - b. Vendor further agrees to indemnify and hold harmless the Indemnified Persons from and against all Losses arising out of or in any way relating to this Agreement or the Vendor’s lease of space at the Event.
  - c. The provisions of this paragraph 5 are intended to apply in all circumstances, regardless of the grounds or nature of any claim asserted (including contract, statute, any form of negligence, (whether of Bookmarks, the Vendor, or others), tort, strict liability or otherwise) and whether or not the party seeking indemnification was advised of

the possibility of the damage or loss asserted, to the extent not contrary to applicable law, and each of the Indemnified Persons is an intended beneficiary of this paragraph 5.

6. In the event that the exhibit area or any part thereof is destroyed or damaged by fire, rain, wind, natural disaster or other cause, or if by reason of government restriction, the use of said premises or the conducting of the Event is prevented, either before, during or after the Event, Vendor waives any claim for damages or compensation that might arise by reason thereof, other than the return of the booth fees if Event is canceled prior to starting date. No refund will be awarded if the Event is canceled while in progress.

7. During the Vendor's activities under this Agreement (including, without limitation the food vending during the Event and any set-up and take-down), Vendor shall maintain the following insurance:

a. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and with property damage limits of not less than \$1,000,000 for each occurrence.

b. If applicable, Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any service is subcontracted, Vendor shall require the Contractor similarly to provide Worker's Compensation OR Employer's Liability Insurance, as appropriate, for all of the Contractor's employees to be engaged in such work. This Agreement shall be void and of no effect unless Vendor shall secure and keep the same in effect on the day of the event, and vender shall also maintain compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

c. Vendor shall furnish to Bookmarks certificates of insurance for all of the insurance coverages described herein no later than May 31, 2019 and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to Bookmarks prior to any cancellation, modification or non-renewal of any insurance required under this Agreement.

d. If Vendor does not have General Liability Insurance in the amount specified above Vendor must complete and sign the attached Waiver Form. *Note – the Waiver Form should only be completed if Vendor does not have General Liability Insurance in the amount specified above.*

8. Bookmarks reserves the right to rescind and cancel this Agreement and remove any Vendor or Vendor representative who performs an act, that, in the opinion of Bookmarks, detracts from the dignity of the Event or is objectionable, unethical, or inappropriate for the purpose of the Event. Should this occur, all monies paid by Vendor shall be retained by Bookmarks.

**This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. By signing this Agreement, Vendor acknowledges having read, understood and agreed to the Terms & Conditions appearing above and as continued on the reverse. This Agreement is not valid and enforceable until all applicable fees and requested documentation has been received by Bookmarks, insurance forms (or waiver) have been processed by Bookmarks, and a copy of the Agreement signed by an authorized Bookmarks representative has been returned to Vendor.**

The individual who signs this Agreement on behalf of a Vendor that is a corporation or other legal entity other than himself or herself warrants that he or she is duly authorized to sign the Agreement for the Vendor and that the Vendor is bound to the terms of the Agreement by such signature.

Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Bookmarks Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**Bookmarks Festival of Books & Authors**

Saturday, September 7, 2019

Waiver Form

The undersigned desires to appear as an exhibitor or vendor at the Bookmarks: *Festival of Books & Authors* ("Bookmarks"). I understand that the nature of the activities that I may perform in my capacity as an exhibitor or vendor may involve physical activity, contact with unidentified and/or unfamiliar persons, or other potential risk of bodily injury or damage to property. Knowing this and in consideration of being allowed to exhibit, I HEREBY ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ANY PERSONAL INJURY AND/OR PROPERTY DAMAGE THAT I SUSTAIN OR CAUSE DURING MY PARTICIPATION AS AN EXHIBITOR OR VENDOR. IN ADDITION, I HEREBY RELEASE, HOLD HARMLESS AND COVENANT NOT TO FILE SUIT AGAINST BOOKMARKS OR ANY OF THEIR EMPLOYEES, VOLUNTEERS, PARTNERS, AGENTS, SPONSORS, BOARD MEMBERS OR SUCCESSORS FROM ANY AND ALL LOSS, LIABILITY OR CLAIMS THAT I MAY HAVE ARISING OUT OF MY PARTICIPATION AS AN EXHIBITOR OR VENDOR.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Bookmarks Approval: \_\_\_\_\_ Date: \_\_\_\_\_