www.matthewschamber.org

# Bar Crawl Sponsor Information & Application

| Date | Time | Location |
|---|---|---|
| October 22, 2016 | 11am-5:00pm | Harley-Davidson (9205 E. Independence Blvd.) |

**Application Deadline: 10/7/16**
**Non-Chamber MemberFee: $350**
**Chamber Member Fee: $325**

## What is the Matthews Chamber FallFest?

The Matthews Chamber of Commerce is teaming up with Harley-Davidson of Matthews to bring you the inaugural Matthews Chamber FallFest! This festival has the potential to quickly become the premier Matthews Chamber event. The Festival will include a craft beer festival, a cornhole tournament, food, live music, arts & crafts vendors and more! The event will be hosted by Harley-Davidson on Independence Blvd. and proceeds will benefit the Matthews Free Medical Clinic!

This is a Rain or Shine Event.

## Cost of Bar Crawl Sponsorship:

Cost to participate in the Bar Crawl is $350 plus approximately 30 gallons of beer (either six sixtels, four ¼ barrels or two ½ barrels). Any unused beer remains yours to keep.

## What do I get for my sponsorship?

- Space at the Matthews FallFest to set up a tent, pour beer and promote your business

- Business Name in the directory of the event pamphlet handed out to each festival participant and vendor
- Business Name on our event web site
- Business Name promoted on the Matthews Chamber social media sites
- 2 Complimentary tickets to the Festival
- 1 Complimentary Event T-Shirt
- Commemorative Taster glass for each volunteer assisting with your tent

## Do we provide other items?

Bar Crawl vendors shall provide their own tent (preferably 10x10 – if you have a different size tent, please contact Rob Jacik ( rob@carolinabeertemple.net to make arrangements), tables and chairs. Sorry, but there will be no electricity or water hookups provided. Ice, water and dump pails will be provided.

## When can I load in to my space and when can we load out of the FallFest?

Early set up of tents and tables can be done Friday evening (10/21) from 6:30-8:30 PM. The lot will be secured with a security guard on-site all night to protect your items.

Vendors can also load in on Saturday, October 22nd from 6am until 10am. Festival begins at 11AM.

You are not allowed to break down before the close of the FallFest at 5PM.

## Will I receive a parking pass and entrance to the FallFest?

Yes, each vendor will receive parking passes and up to 4 vendor admissions for entrance to the FallFest.

## What is expected of the Bar Crawl Sponsor?

Bar Crawl sponsors shall provide approximately 30 gallons of craft beer (six sixtels, four ¼ barrels or two half barrels) worth of beer for sampling from 11am to 5pm. Matthews Fallfest organizers are working to provide as many volunteers as possible so we can have volunteers pour your beer for you, if desired. Additional volunteers to assist with pouring your beer or those for other vendors will be greatly appreciated. We will send an additional volunteer sign-up sheet once you are signed up as a vendor. Please note that North Carolina ABC laws prohibit those serving from consuming beer before or during the time they will be pouring.

## Craft Beer Selections

The Matthews FallFest is intended to promote craft beer – especially local and/or craft beer made in the Carolinas! When selecting your beers please ensure they are “craft” as defined by the Brewer’s Association. While we also prefer beers brewed in the Carolinas, craft beer from other geographies are also welcome.

We will be maintaining a list of breweries participating in this event. Please contact Rob Jacik (rob@carolinabeertemple.net) to confirm your selection is not already planned to be poured at this event.

# Matthews Chamber FallFest Vendor Agreement

**(PLEASE TYPE OR PRINT CLEARLY)**

Vendor _____Contact Person _____

Mailing Address _____

Email Address_____ Cell Phone Number _____

Business License Number _____

**Payment Type:**

❑Check (Make checks payable to Matthews Chamber of Commerce) ❑Credit Card (Visa or MC)

Credit Card #:_____Exp:_____ Zip Code_____ Signature_____

Any modification of this agreement shall be null and void unless said modification is set forth in writing by the said parties. This agreement incorporates all agreements and understandings, either oral and or written, between the parties and has not excluded any term contemplated prior to the signatures of the parties. This agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below.

**Signature of Vendor _____**

Yes, I have read and understand all information.

*In order to process this application, the agreement must be signed, dated and returned. Any applications received without the agreement signed will be considered void and will not be processed. No application is complete without payment. Matthews Chamber reserves the right to refuse any applicant for any reason with or without cause.*

**Return payment and form to:** Matthews Chamber of Commerce ATTN: Dana Ramsey
210 Matthews Station Street, PO Box 601, Matthews, NC 28106
704-847-3649/office 704-847-3364/fax

# Matthews Chamber FallFest Vendor Agreement

The Vendor agrees to each and all clauses set forth in this agreement and identified in the Matthews Chamber application herein incorporated by reference. Failure by the Vendor to abide by any clauses set forth in this agreement of the Matthews Chamber FallFest, gives Matthews Chamber (hereinafter known as the Chamber) and/or the authorized agents of the Chamber, the right to:

(1) Immediately terminate this agreement
(2) Require the Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and
(3) Forfeit any and all fees paid to the Chamber for the right and privilege of participating as a Vendor of the Matthews Chamber FallFest.

No clauses of this agreement may be changed in any way or altered without the written, signed permission of the Chamber.

**1.** The Chamber agrees to provide each Vendor of the Matthews Chamber FallFest with a **10 x 10 space.** The Vendor must provide their own tent, tables and chairs. In the event the Vendor fails to appear at the FallFest and claim their reserved space by 9AM, Eastern Time Zone, on Saturday, October 22nd, the Chamber reserves the right to assign, and or resell, such space to another prospective Vendor without further notice, nor refund, to the undersigned Vendor.

**2. Vendor agrees to obey all rules and instructions** as directed by the Chamber's Vendor Coordinators during the FallFest. Any failure to strictly adhere to such instructions may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to the Chamber.

**3. Vendor agrees and acknowledges that household pets, amplified sound, barbeque grills, within or around your designated booth space is strictly prohibited**. Any violation herein shall be considered a material breach of this agreement by the Vendor and shall result in immediate termination of this agreement and forfeiture of any and all fees paid to the Chamber.

**4. Vendor agrees and acknowledges to abide by all directions by the Chamber which seeks to protect the environment and infrastructure of Matthews and the safety of FallFest patrons.** Vendor hereby acknowledges its liability, and agrees to compensate the Chamber, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, objects to the area and infrastructure of Matthews which causes the Chamber to pay for the repair, replacement, or other remuneration to the Chamber for such damage to the area or infrastructure of Matthews.

**5.** Out of fairness and consideration of all FallFest participants, **Vendor acknowledges and agrees to only utilize such space contained within the confines of its booth**, and not to extend beyond 2 feet directly in front of its booth, for any sales, distribution, or other solicitation by the Chamber participant. Vendor acknowledges and agrees that they are strictly prohibited from "canvassing" or otherwise roaming the FallFest Grounds in any effort to promote its booth's purpose. The Chamber will make every reasonable effort, as allowed by law, to prohibit any unauthorized "canvassing."

**6. As a courtesy to other exhibitors and FallFest participants, any amplified sound and loud noise from your booth is prohibited.** Additionally, the Vendor acknowledges and agrees that any material of an adult

nature shall be displayed subject to the Federal, State, and Local rules, laws, and regulations regarding the display of such materials which may be considered obscene or objectionable for view by minors.

**7. The Chamber reserves the right to prohibit, within any Vendor booth or on the FallFest grounds, the display, advertisement, or other promotion of any business, company, or organization which may be in conflict with a current Chamber sponsor, event sponsor or preferred vendor.** Any questions concerning current sponsors or preferred vendors should be directed to the Matthews Chamber FallFest Committee Chairman Kelly Barnhardt prior to the event.

**8. Vendor shall not display, offer for view or sell any illegal or contraband items.** The laws of the State of North Carolina and local ordinances of the Town of Matthews shall control. Vendor shall not display, offer for view or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items at any and all sites and operations.

**9**. Vendor shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned or marked in any manner with any and all the words "Matthews Chamber FallFest." Even when printed with other words, Vendors shall not offer phrases, logos or artwork with any variations of these words.

**10**. **Vendors shall not sublet their space to anyone.**

**11**. **Vendor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold the Chamber or its representatives responsible for any type of permits other than for the FallFest itself.** Vendor is responsible for the acts, and all costs associated with, any and all its employees and volunteers. No Vendor shall hold itself out as an Agent of the Chamber.

**12. Cancellations / Refund Policy / No Shows:** A 75% refund will be given with a written request received by 10/14/16 if the space can be filled from an approved waiting list. No refunds will be given for any request received after 10/14/16.

**13. Vendors are solely responsible for the security of all items in their booth at all times.**

**14**. The Chamber makes no representation or guarantees towards actual FallFest attendance.

**15**. Vendor understands that the Chamber has no control over weather, acts of God, acts of terrorism, or governmental intervention, or any other cause that may prevent and alter and or interrupt the FallFest, and participants shall hold the Chamber harmless for any losses that could arise because of such event.

**16. The Chamber reserves the right to place Vendors in a booth location at the complete discretion of the Chamber.** The Chamber shall have sole and complete authority to place the participant in any location on the FallFest grounds, irrespective of the participant's request. The Chamber makes no representation, nor does it guarantee any volume of "foot-traffic" of FallFest Guests in any area of the grounds. The Chamber cannot speculate, nor control, the popularity of one area of the FallFest over the other.

**17**. Vendor upon vacating their booth space (s) will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate containers. **Failure of the Vendors to clean their booth site may result in the future denial of Vendor participation.**

**18**. Vendor participant certifies that it maintains adequate liability insurance to cover any and all occurrences which may result in the damage or injury to any person who may be a patron within the confines of the Vendor participant's booth space.

**19**. Please leave all pets at home.

**20**. Signs/Banners/Tents shall be made of a flame retardant material and proof of such fire retardant rating shall be made available to the Fire Marshal upon request. Failure to have such fire retardant rating information available could result in the immediate closure of the Vendor's operation until such information is satisfactorily provided. Any losses or damages by Vendor are hereby waived against the Chamber, for failure to have such information readily available for inspection by the Fire Marshal.

**21.** Vendor agrees to indemnify and hold the Chamber, including its officers, agents and employees, harmless from any and all liability arising out of the Vendor's participation in the FallFest. This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Vendor's agents or employees.

**22.** Vendor Admission: Vendors will be issued one vendor parking pass for the FallFest. **Tickets are to be picked up from the vendor coordinator before opening day if not received in the mail prior to opening day.**

**23.** Food booths are also required to display the following: 1) Health Certificate; 2) Fire Extinguisher.