



2021 Food Truck Vendor Application

When: Saturday, April 24, 2021

Time: 10:00 a.m. – 6:00 p.m.

Where: Soundside Event Site, Nags Head

Cost: \$200 – if you participate as a Chowder Tasting Vendor there will be NO FEE to participate as a Food truck Vendor.

10 Food Truck spaces available – first come, first served.

PLEASE NOTE THAT ALL FOOD TRUCK VENDORS MUST BE SET-UP NO LATER THAN 9:00 A. M. ON SATURDAY, April 24, 2020 IN ORDER FOR HEALTH INSPECTIONS TO TAKE PLACE. ANYONE NOT SETUP BY 9:00 A.M. WILL FORFEIT THEIR APPLICATION FEE AND SPOT IN THE FESTIVAL.

VENDORS MAY NOT SELL ANY TYPE OF BEVERAGES.

Applicant/Contact Name: _____

Company Name: _____

Street / P.O. Box (US Mailing Address): _____

City: _____ State: _____ ZIP: _____

Email: _____

Telephone: _____

Description of Food Items to be Sold (Be Specific) – **Menu of dishes being served must be provided to the festival by April 10, 2021.**

Please check and include one of the following:

- I am a Dare County Concession and have a current permit from the Dare County Health Department (copy attached).
- I am a Dare County Concession but DO NOT have a current Food truck permit from the Dare County Health Department. I have applied for and received a Temporary Food Establishment Permit that is required (copy attached).
- I am an out of county concession. Attached is a copy of my concession permit and inspection report.



Power needs:

- I am a self-contained Food Truck and DO NOT require any power other than my own.
 - I will require a 100v 20 amp plug to power my unit.
 - I need something other than 110v 20 amp plug; attached is a picture of the male end of my plug and my requirements.
- Food trucks are responsible for leaving your assigned area in the same or better condition as when you arrived for set-up.
 - Food Trucks MUST dispose of all fats and oils in proper containers and be responsible for removing these containers completely from the Soundside Event Site. NO GREASE CAN BE Poured DOWN PUBLIC DRAINS OR DISPOSED OF ANYWHERE ON SITE. Disposal of waste in this manner is subject to a fine.

Binding Signature: _____

**Please make checks payable to:
Outer Banks Seafood Festival
P.O. Box 805
Nags Head, NC 27959**

Application deadline: Deadline for applications is April 10, 2021 or until all spaces are filled. Applications will be processed on a first-come, first-served basis.

TERMS AND CONDITIONS

1. You must be covered by \$100,000 of recovery liability insurance. You must provide an original copy of your certificate of insurance policy with Outer Banks Seafood Festival/Chowder Banks Fest named as an additional insured for our files. Your application is not complete without this certificate of insurance. You will not be allowed to set up if this certification is not received by OBSF/Chowder Banks Fest.
2. You must have copies of the above certificate available during the event.
3. You agree to participation conditions indicated.
4. You must keep the area around your position free of litter.
5. You must properly dispose of grease and gray water per the Dare County Health Department during the Festival.
6. You must only operate during Festival hours, this will be strictly monitored.
7. You may SET UP and TAKE DOWN only at your designated location and times.
8. You must cooperate with all matters related to the electrical and plumbing connections of your unit. You are responsible for payment of any services rendered by an electrician.
9. You must adequately muffle any generator used in your food service unit.
10. You may not use any public address system or musical amplifiers.
11. You must provide a fire extinguisher in your unit.
12. You must provide tip to toe length of your unit on the sheet which will be mailed to you.
13. You must pay all fees when applying.
14. OBSF/Chowder Banks Fest reserves the right to close any vendor who does not comply with all Festival rules.
15. Vendors shall conduct business only within the confines of their space.
16. **All applicable electrical, fire and health department regulations and all town, county, state and federal laws must**



be complied with. A menu of all items for sale along with the amount of tickets required to purchase an item must be visible to the public.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, Vendor and the Outer Banks Seafood Festival Inc./Chowder Banks Fest (Here in after "OBSF) , each of them hereby agree as follows:

(1) Vendor shall and does hereby agree to release, hold OBSF harmless and indemnify OBSF, its employees or agents , from all claims, liabilities, demands , expenses , taxes or assessments of any nature or kind, expressed or implied whether sounding in tort or in contract that may be asserted against OBSF, its employees or agents, by any person, firm , corporation, governmental agency or taxing authority , that may arise out of any acts or omissions, active or passive, related to the OBSF or from Vendor's participation therein except which arise from the gross negligence or willful misconduct of OBSF.

(2) Vendor shall also indemnify, defend (by counsel reasonably acceptable to OBSF), protect and hold OBSF and each of OBSF's partners, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys' fees) or death of, or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by Vendor 's participation in the OBSF. For purposes of the indemnity provisions hereof, any acts or omissions of, or by employees, agents, assignees, or of Vendor or others acting for or on behalf of Vendor (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Vendor.

(3) Vendor acknowledges that each and every use of the Event, names, logos, mascots, titles, rights, designations, marks and trade or service marks authorized and/or owned by OBSF registered or otherwise represented in whole or in part, and any other officially created forms of symbolism denoting or identifying the OBSF or OBSF, as notified by the OBSF to Vendor from time to time (hereinafter collectively "Marks") requires OBSFs prior written approval. Vendor shall only use the Marks for editorial and promotional purposes in order to promote the Outer Banks Seafood Festival and subject to obtaining the OBSF's prior written approval. Vendor shall provide samples of the intended use of the Marks to the OBSF upon request for approval.

(4) Vendor shall not use the Marks in any manner contrary to public policy or which could be considered to be deceptive or misleading, or which could compromise or reflect unfavorably upon the good name, goodwill, reputation and image of OBSF, its sponsors or any of the Event or which may result in a breach of this Agreement or which may jeopardize or limit the OBSF's proprietary interests in the Marks and such use shall entitle OBSF to terminate this Agreement immediately. Vendor shall discontinue the use of the Marks immediately upon termination of this Agreement or receipt of written notice from the OBSF Organization that such use is not approved.

(5) Vendor acknowledges the great value of the goodwill associated with and attached to the Marks and that such goodwill belongs exclusively to the owner of the Marks. Vendor warrants that it will not during the term of this agreement or thereafter dispute or contest, directly or indirectly, OBSF's ownership of or goodwill in the Marks. In the event that OBSF determines to take action to enforce the Marks, Vendor agrees to provide all reasonable assistance to OBSF in any enforcement action, such as the prevention, control and settlement of any infringement of, or challenge to, the Marks.

(6) Vendor shall ensure that any use of the Marks shall include all copyright notices and/or trade mark legend(s) in accordance with the instructions of the OBSF.



(7) Vendor shall not adopt or register, or begin to use any name, logo, trade mark or symbol or mark or designation which in OBSF's opinion, includes or is confusingly similar to, or is a simulation or colorable imitation of or unfairly competes with the Marks.

(8) In the event OBSF is required to enforce the terms of this Agreement, Vendor agrees to pay all costs, including attorneys' fees, and to reimburse OBSF upon demand for any expense or claim which it may incur as a result of the herein described transaction.

(9) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

ADDITIONAL REGULATIONS

(1) Your Booth Space will NOT be reserved until this application, full payment and list of items to be sold are received and approved by the Outer Banks Seafood Festival Vendor Committee. DEADLINE FOR FOOD TRUCK VENDOR APPLICATIONS is April 10, 2021, or until booths are filled.

(2) Written notification of acceptance or denial will be provided within 30 days of application deadline. Acceptance will be dependent upon receipt of all necessary items and payment. No further contact will be necessary.

(3) Setup will be on Friday, April 23, 2021 from 2:00 p.m.-5:00 p.m. **and** Saturday, April 24, 2021 from 6:00 – 9:00 a.m. as long as setup is completed by 9:00 a.m.; **ONLY your food truck vehicle** is permitted to remain at the food vendor location at any given time during the festival. All other vehicles must be removed by 9:00 a.m. on Saturday, April 24, 2021.

(4) **VENDOR FEE IS NON-REFUNDABLE.**

(5) **If you do not come to the festival, you forfeit all fees submitted.**

(6) **No Vendor may break down before Saturday, April 24, 2021 at 6:00 p.m.**

(7) **Vendor space MUST be cleared of all items.**

(8) **No Vendors may sell outside of festival grounds.**

(9) **NO PETS**

(10) Outside alcohol is not permitted onsite.

(11) A designated smoking area will be provided. Smoking is not allowed in tents per Nags Head Fire Chief.

(12) OBSF reserves the right to deny applications at its sole and exclusive discretion.

(13) Additional information may be obtained through our website at outerbanksseafoodfestival.org, or email info@outerbanksseafoodfestival.org

I understand and agree with the rules and regulations that are set forth in this application, and I understand that the Outer Banks Seafood Festival Committee is not responsible in any way for damage, loss or theft to my business or my customers. I hereby submit my application for the 2021 Outer Banks Seafood Festival "Chowder Banks Fest". I understand that my failure to follow all rules to the satisfaction of the committee may result in the loss of my deposits and/or the closing of my booth.

I UNDERSTAND, AND HEREBY ACCEPT THESE TERMS, CONDITIONS AND REGULATIONS:

I Accept

Accepted By *

First and Last Name

THANK YOU FOR YOUR SUPPORT OF THE OUTER BANKS SEAFOOD "CHOWDER BANKS" FESTIVAL!