



2021 OBSF Retail Round-Up Vendor Application

When: Saturday, October 16, 2021

Time: 10:30 a.m. – 6:00 p.m.

Where: Soundside Event Site, Nags Head

10 Retail business spaces available on a first-come, first served basis

NO BEVERAGES MAY BE SOLD BY VENDORS

COST: \$250 15' x 15' vendor space; vendor provides own set-up

Application deadline for all vendors is **July 30, 2021**.

Applicant/Contact Name: _____

Company Name: _____

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

City: _____ State: _____ ZIP: _____

Email: _____ Telephone: _____

Sales Tax Number / Exemption : _____

Description of Items to be Sold (Be Specific) _____

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

Application deadline: July 30, 2021. All applicants will be subject to a jury process by the committee before approval. You will receive notice of acceptance or denial within 30 days of application deadline.



TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, Vendor and the Outer Banks Seafood Festival (Herein 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 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 Guidelines & Regulations:

- (1) Your Booth Space will NOT be reserved until this application, photos, full payment and list of items to be sold are received and approved by the Outer Banks Seafood Festival Vendor Committee. DEADLINE FOR APPLICATIONS is July 30, 2021.
- (2) Only products with prior approval will be allowed for sale at festival. Any changes or additions MUST be approved in advance by the committee. No exceptions allowed.
- (3) **Vendors MAY NOT sell any type of beverages.**
- (4) Notification of acceptance or denial will be provided by August 15, 2021. Acceptance will be dependent upon receipt of your application and payment. No further contact will be necessary.
- (5) BOOTH APPEARANCE IS EXTREMELY IMPORTANT!! Exhibitor will be provided a 15 x 15 space. Vendor must supply their OWN set-up including tent, tables, chairs, trash receptacles, etc. The more attractive your booth, the better you will sell. Be prepared for rain or shine.
- (6) **Setup will be on Friday, October 15, 2021 from 9:00 a.m. - 5:00 p.m. and Saturday, October 16, 2021 from 6:00 - 9:00 a.m. as long as setup is completed by 9:00 a.m. and your vehicle has been removed from the festival grounds.**
- (7) **BOOTH FEE IS NON-REFUNDABLE.**
- (8) The Outer Banks Seafood Festival Vendor Committee reserves the right to review and compare items sold with items listed on this application, and ask you to remove any items not approved. Vendors not complying with this rule will be subject to removal from the Festival without refund of their fees.
- (9) **If you do not come to the festival, you forfeit all fees submitted.**
- (10) No Vendor may break down before Saturday, October 16, 2021 at 6:00 p.m.
- (11) No Vendors may sell outside of festival grounds.
- (12) **NO PETS**
- (13) Outside alcohol is not permitted onsite.
- (14) A designated smoking area will be provided. Smoking is not allowed in tents per Nags Head Fire Chief.
- (15) The OBSF reserves the right to deny applications at its sole and exclusive discretion.
- (16) Additional information may be obtained through our website at outerbanksseafoodfestival.org , or email vendors@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. 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 FESTIVAL!