



Vendor Application

Name: _____ Business Name: _____

Full Address: _____

Phone: _____ E-mail: _____

Description of items selling (please attach photos):

Huntersville Holiday Market

Select Your Event Dates

Resident Rates: \$30 per date or \$100 for all 4 dates

Non-Resident Rates: \$40 per date or \$140 for all 4 dates



Holiday Market Shop Small Weekend

- Saturday November 27th 2pm-6pm
- Sunday, November 28th 2pm-6pm

Huntersville Tree Lighting & Christmas

- Friday, December 3rd, 6pm-9pm
- Saturday, December 4th 2pm-8pm



Hosted at Veterans Park

201 Huntersville-Concord Rd. Huntersville, NC 28078



*Vendors will need to provide their own battery / solar powered lighting for space due to night event

STANDARD TERMS & CONDITIONS

1. **Relationship of the Parties.** The Vendor is not an employee of the Town. The conduct and control of the work will lie solely with the Vendor. The Application shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Vendor and the Town. Employees of the Vendor shall remain subject to the exclusive control and supervision of the Vendor, which is solely responsible for their compensation.
2. **Indemnification.** To the greatest extent allowed by the law the Firm shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims").
3. **Anti-Discrimination.** Vendor shall comply with all federal and state requirements concerning fair employment and shall not discriminate against or deny the Application's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
4. **Insurance.** The vendor, organization and/or individual shall provide the insurance coverages required by the Application, if applicable.
5. **Applicable Laws and Courts.** The Agreement shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in Contract or tort relating to the validity, construction, interpretation and enforcement of the Application, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Vendor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
6. **Codes and Permits.** When applicable, the Vendor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this Application.
7. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
8. **Assignment.** Vendor may not assign, pledge, or in any manner encumber Vendor's rights under this Application or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
9. **Default.** The Town may terminate the Agreement, in whole or in part, immediately and without prior notice upon breach of the Agreement by the Vendor and seek any remedies available to the Town in law or equity.

Vendor is responsible for providing their own table(s), chair(s), tent(s), and equipment. Huntersville Parks and Recreation will provide a 10'x10' vendor space. Event information regarding arrival, layout & location are sent **two weeks** prior to the event date to the email provided on this application. **Vendor applications must be submitted and received no later than 1 month prior to the event date to be approved. Due to space restrictions, applicants may be placed to a waiting list for both events and will be notified.** By signing below, I agree to abide by all rules and guidelines set by the Town of Huntersville Park and Recreation Department. Also, I agree to show up for the festival, even in rain or shine, unless notified by the department that the event has been cancelled. I Further, I/Vendor agree to indemnify, defend and forever save and hold harmless the Town of Huntersville, its affiliates, and related entities, and their respective employees, representatives, tenants, agents, contractors and volunteers, from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the indemnities may suffer or incur arising directly or indirectly out of or in connection with the event. I understand that I will be fully refunded if I notify the department of my cancellation *no later than 3 weeks prior to the event.* I understand electricity is limited and my request may be denied.

Signed: _____ Date: _____

Return signed form & payment to:
 Huntersville Parks and Recreation, ATTN: Lindsay Small, P.O. Box 2879, Huntersville, NC 28070
 Checks made payable to: Huntersville Parks and Recreation
 Lindsay Small, Downtown Events and Facility Coordinator: LSmall@huntersville.org