



2013 Always Believe Day  
August 17

Always Believe Day is a family oriented outdoor festival that is expected to draw tens of thousands of people from Charlotte and surrounding areas. Always Believe Day will present local bands, live entertainment and celebrities such as NBA Legends Larry Johnson, Dell Curry and many more.

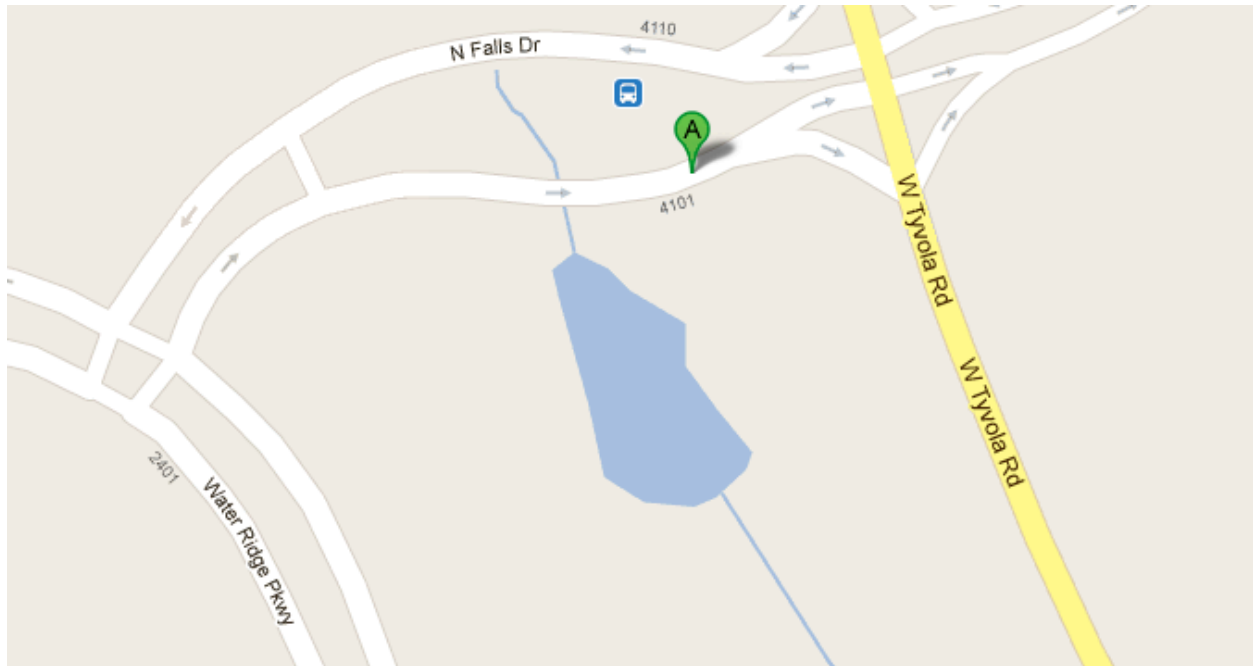
We hope you will consider becoming one of our elite vendors for this event.

Deadline for vendor participation is: July 15, 2013, early submissions in by June 15<sup>th</sup> get \$50 off

You can mail your application to:

Always Believe Inc  
P.O. Box 1884  
Matthews, NC 28106  
or complete online at [www.always-believe.org/events/](http://www.always-believe.org/events/)

For additional information call 704-430-6149 or visit us at [www.always-believe.org](http://www.always-believe.org)



Vendor Fees

Check One	Vendor Participants	Regular fee Until July 5 <sup>th</sup>	Late fee July 6 <sup>th</sup> or later	Examples of Vendor booth criteria
	Visual Arts	\$200	\$75	Creates unique items
	Literary Arts	\$200	\$75	Author of own literature
	Marketplace	\$300	\$75	Sells items manufactured
	Socio Civic	\$150	\$75	Not selling – marketing only
	Food Court	\$400 (+\$100 damage deposit)	\$75	Will sell food
	Special Exhibitor	Call for more information	N/A	Sponsor booth

Credentials will be given to vendors (2) come with packet; additional credentials will be an additional \$2 per credentials. These credentials give you access to stage area and vendor area. Food vendors if site area is equal to or in better condition then initially found after inspected by Always Believe staff you can receive your deposit.

Payment Accepted

Check/Cashier Check	Cash or Money Order	Credit Card
Check will not be accepted after August 1, 2013	Accepted any time	A link to a pay-pal invoice can be found on the Always Believe website: <a href="http://always-believe.org">always-believe. Org</a> *Processing fee may apply

Vendor Fee DOES NOT include:

- Tent
- A city Fire Marshal will have to sign off on the food tents with gas grills, fryers, and the like to insure vendors have the proper fire extinguishers on hand.
- A potable water supply
- Tables or chairs
- Designated parking for your vehicle
- A shaded area or protection from wind or rain
- Any natural gas, propane cylinders, or electrical services
- You may wish to have a master electrician at the vendor site on setup day and throughout the weekend to verify proper connections and to police the safety of generators and connections.
- Insurance for your valuables
- The right to sell (each vendor must apply for its own sales permit from the Department of Revenue and provide proof at the festival)

Sponsor/Special Exhibitor space is available please contact Brittney Bagues at (704-280-9842) for more details. Load and unload times and locations will be sent to confirmed vendors.

TO BE CONSIDERED A FOOD CONCESSIONAIRE YOU MUST:

- Meet Mecklenburg County's Department of Environmental Health Guidelines and obtain permit
- [Charlotte / Mecklenburg County Environmental Health](#) Potential vendors can review the specifics here.
- Provide certificates of insurance to Always Believe no less than 30 days prior to the set up of area naming Always Believe and Mecklenburg County as "Additional Insured's".
- Adhere to North Carolina's Fire Prevention Code.
- Provide own silent power source
- Submit a statement that you are a sole proprietor and have no employees or submit certificate of worker' compensation insurance certificate
- Pay to Mecklenburg County Prepared Food and Beverage a tax deposit of \$50 by August 1, 2013
- Pay to Mecklenburg County Health Department a \$75.00 application fee for each permit to be reviewed.
- Proper handling / dispensing of waste in accordance with applicable laws and the provisions set forth. Vendor shall be responsible for disposal of all waste in the centralized chariot dumpster near the vendor site.

Always Believe Day  
Food Concessionaire Application  
August 17, 2013

Important: Fill out this form completely, accurately, and legibly. Incomplete applications will not be considered

PLEASE NOTE DEADLINE FOR APPLICATIONS: JULY 15,2013

BUSINESS NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

EIN #: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SOCIAL MEDIA: website: \_\_\_\_\_

Twitter: \_\_\_\_\_ Facebook \_\_\_\_\_

TYPE OF VENDING UNIT:

Check One: Tent \_\_\_\_\_ Push Cart \_\_\_\_\_ Other \_\_\_\_\_

UNIT MEASUREMENTS: Length: \_\_\_\_\_ Width: \_\_\_\_\_ Height: \_\_\_\_\_

TOTAL SQUARE FOOTAGE REQUESTED: \_\_\_\_\_

(Important: Measurements must include ALL space needed)

TYPE OF POWER SOURCE USED (Vendor must provide silent generators) \_\_\_\_\_

ALWAYS BELIEVE DAY CONCESSIONARE CONTRACT  
August 17, 2013  
PLEASE NOTE DEADLINE FOR APPLICATONS IS : July 15,2013

This 2013 Always Believe Day Concessionaries Contract is made and entered into by and between Always Believe Inc. and \_\_\_\_\_ (Concessionaire). This agreement shall become effective upon signing and shall remain in effect until the specified termination date August 18,2013. In consideration of the mutual promises and conditions herein and recognition of Concessionaire's role as an independent contractor and not an employee of Always Believe Inc. , Always Believe Inc, and Concessionaire agree as follows:

I. DUTIES OF THE CONCESSIONAIR:

- A) The Concessionaire shall provide all equipment, water, items and articles necessary for the conduct of business.
- B) The Concessionaire shall provide and maintain the necessary inventory required to satisfy public demand. All food products sold or kept for sale by the Concessionaire shall be first class in quality and conform to applicable Federal, State and County laws, ordinances, and regulations in all respects. Solid flooring is required under all serving areas.
- C) The Concessionaire is responsible for maintaining a first class appearance of his/her area/apparatus. Less than such first class will not be acceptable. Front/rear/sides must be equally presentable.
- D) The Concessionaire shall not offer for sale any adulterated, misbranded, or impure articles. No items shall be sold in glass containers. All food items shall be stored and handled with due regard to sanitation.
- E) The Concessionaire shall submit to a listing of food process offered for sale during the term of the contract to Brittney Bogues at Brittney@always-believe.org. This price must match what is publicly displayed at the Always Believe Day. Include portion size and the price of each product. Always Believe Inc strongly condemns above market prices.
- F) The Concessionaire shall not sell or distribute tobacco products.
- G) The Concessionaire shall not sell or distribute any nonfood items.
- H) The Concessionaire is responsible for transporting and eliminating his waste / refuse / unused propane.
- I) The Concessionaire shall hire, employ and pay the full compensation of all its employees engaged in the provision of aforementioned sales and shall provide Always Believe Inc, in advance, a complete listing of those employees.
- J) The Concessionaire shall ensure that all employees maintain appropriate attire, including shirts, hats, etc. identifying each worker as an employee of the Concessionaire.
- K) The Concessionaire shall abide by all applicable Mecklenburg County rules, regulations, and ordinances. The Concessionaire shall abide by all other applicable laws and regulations.
- L) The Concessionaire shall hold a valid permit from the Mecklenburg County Health Department if food and/or beverages requiring such a permit are to be sold.

- M) If Concessionaire utilizes a tent, it must meet International Fire Code Chapter 24. (Fire Prevention Bureau of the Charlotte Fire Department, contact: Inspector Kevin Starnes at 704-432-5633 office). [Charlotte Fire Department Tent Guidelines and Permitting Requirements](#) For the convenience of everyone the form can be completed online at [www.always-believe.org/events/](http://www.always-believe.org/events/)
- N) All temporary Concessionaires must pay to Mecklenburg County Prepared Food and Beverage a tax deposit of \$50 by August 1, 2013. Contact Brandi Murray, 700 N. Tryon Street, Charlotte, NC 28202; phone 704-432-5144 or 704-432-4200)
- O) All temporary Concessionaires must pay to Mecklenburg county Health Department a \$75 application fee for your permit to be reviewed. This fee is for each location. The Concessionaire shall display the official Health Department Certificate and Always Believe Day Vending Permit in full view of the public at all times during the operation.
- P) The Concessionaire shall display a price list of goods sold in full view of the public at all times during the operation.
- Q) The Concessionaire agrees to pay the Always Believe Inc 50% of the Concessionaire fee within 14 days after notification of acceptance and the final 50% due by July 15, 2013. No extensions under any circumstances will be accepted. Failure to submit required funds will result in termination of participation. NO REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES. A \$35 fee will be charged for all returned checks.
- R) The Concessionaire shall not sublease or transfer this contract or vending permit to any other party without prior written permission of Always Believe Inc.
- S) The Concessionaire agrees to arrive by 9:00 am to position area/apparatus on Saturday, August 17, 2013 for event start time at 10:00am.
- T) The Concessionaire may not operate a motorized vehicle on the grounds during the festival hours. No overnight parking allowed. Remove all vehicles from the grounds as soon as unloaded.
- U) The Concessionaire agrees to conform to all of the Duties of the Concessionaire.
- V) No Concessionaire will sell nor promote their products beyond their assigned area.
- W) All Concessionaire shall dispose of sewage, wash water, detergents, oil, cooking grease, or other pollutants in the proper way. (per N. C. General Statute 143-215. I (a). Maximum penalty under this law is \$25,000 per day, per violation)
- X) Vendor Booth Assignment will be identified by a marker.
- Y) Should there be a provision or statement regarding American with Disabilities Act
- Z) Vendors are responsible for their own monetary change for purchase transactions.

## II. INDEMNITY AND INSURANCE

- A) The Concessionaire shall indemnify and save harmless Always Believe Inc and Mecklenburg County and their respective agents, directors, members, and employees and their successors and assigns from and against all losses, costs, damages, expense, and liability arising directly or indirectly from operations, products, or services rendered by Concessionaire or any acts or omissions of Concessionaire, its employees and agents, directly or indirectly under this contract, including, without limitation, any accident or other occurrence resulting in bodily injury, including death, sickness and disease to any

person, or damage or destruction to property, real or personal, any violations of law and any taxes owed.

- B) The Concessionaire agrees to purchase and maintain during the term of this contract with and insurance company acceptable to Always Believe Inc, and authorized to do business in the state of North Carolina, the following insurance:
- a. Comprehensive General Liability Bodily injury and property-damage liability insurance from claims, which arise from operations related to this contract. The amounts of each insurance shall not be less than \$2,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for products/operations and contractual liability assumed under the indemnity provisions of this contract.
  - b. The Concessionaire shall submit a statement that he/she is a sole proprietor, has no employees and is not required by the State of North Carolina to carry Worker's Compensation Coverage. If the Concessionaire does have employees, the concessionaire shall provide proof of Statutory Workers' Compensation coverage in the form of a certificate of insurance as required in paragraph "c" below.
  - c. The Concessionaire shall provide certificates of such insurance to Always Believe Inc no less than 60 days prior to the setup of its area/apparatus, naming Always Believe Inc. and Mecklenburg County as Additional Insured's and providing that Always Believe Inc. shall be notified 30 days prior to any cancelation of coverage. Failure to provide such insurance may be grounds for termination of this contract. No refunds shall be granted upon such termination.

### III. RIGHTS RESEVED BY ALWAYS BELIEVE INC.

- A) Always Believe Inc. reserves the right to grant, deny, or revoke concession and permits before and during Always Believe Day.
- B) Always Believe reserves the right to select the location (s) that the Concessionaire will be permitted to sell his/her product.
- C) Always Believe Inc, reserves the right to conduct random unscheduled inspection of the Concessionaire's vending space/apparatus.
- D) Always Believe Inc, reserves the right to order the removal of any item sold or kept for sale for any reason at any time during the Always Believe Day that is judged to be less than first class in quality by Always Believe Inc.

### IV. AMOUNT OF CONCESSIONAIR FEE & METHOD OF PAYMENT

- A) The Concessionaire shall pay Always Believe Inc a Concessionaire fee of \$400 to Always Believe Inc. The Concessionaire shall pay Always Believe 50% of the Concessionaire fee 14 days after notification of acceptance and the remaining 50% by July 15, 2013. NO REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES. A \$35 fee will be charged for all returned checks.

### V. THE TERM OF THE CONTRACT





PLEASE NOTE DEADLINE FOR APPLICATIONS: JULY 15,2013

BUSINESS NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

EIN #: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SOCIAL MEDIA: website: \_\_\_\_\_

Twitter: \_\_\_\_\_ Facebook \_\_\_\_\_

TYPE OF VENING UNIT:

Check One: Tent \_\_\_\_\_ Push Cart \_\_\_\_\_ Other \_\_\_\_\_

UNIT MEASURMENTS: Length: \_\_\_\_\_ Width: \_\_\_\_\_ Height: \_\_\_\_\_

TOTAL SQUARE FOOTAGE REQUESTED: \_\_\_\_\_

(Important: Measurements must include ALL space needed)

TYPE OF POWR SOURCE USED (Vendor must provide silent generators) \_\_\_\_\_

ALWAYS BELIEVE DAY NON-FOOD VENDOR CONTRACT  
August 17, 2013  
PLEASE NOTE DEADLINE FOR APPLICATIONS IS : July 15,2013

This 2013 Always Believe Day Vendor Contract is made and entered into by and between Always Believe Inc. and \_\_\_\_\_ (Vendor). This agreement shall become effective upon signing and shall remain in effect until the specified termination date. In consideration of the mutual promises and conditions herein and recognition of Vendor's role as an independent contractor and not an employee of Always Believe Inc. , Always Believe Inc, and Vendor agree as follows:

I. DUTIES OF THE VENDOR:

- A) The Vendor shall provide all equipment, water, items and articles necessary for the conduct of business.
- B) The Vendor shall provide and maintain the necessary inventory required to satisfy public demand. All products sold or kept for sale by the Vendor shall be first class in quality and conform to applicable federal, State and County laws, ordinances, and regulations in all respects.
- C) The Vendor is responsible for maintaining a first class appearance of his/her area/apparatus. Less than such first class will not be acceptable. Front/rear/sides must be equally presentable.
- D) The Vendor shall not offer for sale any adulterated, misbranded, or impure articles. No items shall be sold in glass containers.
- E) The Vendor shall submit a listing of items offered for sale during the term of the contract. This price must match what is displayed at the Always Believe Day. Always Believe Inc strongly condemns above market prices.
- F) The Vendor shall not sell or distribute tobacco products.
- G) The Vendor is responsible for transporting and eliminating his waste/refuse/unused propane.
- H) The Vendor shall hire, employ and pay the full compensation of all its employees engaged in the provision of aforementioned sales and shall provide Always Believe Inc, in advance, a complete listing of those employees.
- I) The Vendor shall ensure that all employees maintain appropriate attire, including shirts, hats, etc. identifying each worker as and employee of the Concessionaire.
- J) The Vendor shall abide by all applicable Mecklenburg County rules, regulations, and ordinances. The Concessionaire shall abide by all other applicable laws and regulations.
- K) The Vendor shall hold a valid sales permit from the Mecklenburg County should one be required for the sale of their items.
- L) If Vendor utilizes a tent, it must meet International Fire Code Chapter 24. (Fire Prevention Bureau of the Charlotte Fire Department, contact: Inspector Kevin Starnes at 704-432-5633 office)
- M) The Vendor shall display a price list of goods sold in full view of the public at all times during the operation.
- N) The Vendor agrees to pay the Always Believe Inc 50% of the Concessionaire fee within 14 days after notification of acceptance and the final 50% due by July 15, 2013. No extensions under any circumstances will be accepted. Failure to submit required funds

will result in termination of participation. NO REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES. A \$35 fee will be charged for all returned checks.

- O) The Vendor shall not sublease or transfer this contract or vending permit to any other party without prior written permission of Always Believe Inc.
- P) The Vendor agrees to arrive by 9:00 am to position area/apparatus on Saturday, August 17, 2013
- Q) The Vendor will not be permitted to operate a motorized vehicle on the grounds during the festival hours. No overnight parking will be allowed all vehicles will need to be removed from the grounds as soon as unloaded.
- R) The Vendor agrees to conform to all of the Duties of the Vendor.
- S) No Vendor will sell nor promote their products beyond their assigned area.
- T) All Vendors shall dispose of waste, wash water, or other pollutants in the proper way. (per N. C. General Statute 143-215. I (a). Maximum penalty under this law is \$25,000 per day, per violation)

## II. INDEMNITY AND INSURANCE

- A) The Vendor shall indemnify and save harmless Always Believe Inc and Mecklenburg County and their respective agents, directors, members, agents, and employees and their successors and assigns from and against all losses, costs, damages, expense, and liability arising directly or indirectly from operations, products, or services rendered by Concessionaire or any acts or omissions of Concessionaire, its employees and agents, directly or indirectly under this contract, including, without limitation, any accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person, or damage or destruction to property, real or personal, any violations of law and any taxes owed.
- B) The Vendor agrees to purchase and maintain during the term of this contract with and insurance company acceptable to Always Believe Inc, and authorized to do business in the state of North Carolina, the following insurance:
  - a. Comprehensive General Liability Bodily injury and property damage liability insurance from claims, which arise from operations related to this contract. The amounts of each insurance shall not be less than \$2,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for products/operations and contractual liability assumed under the indemnity provisions of this contract.
  - b. The Vendor shall submit a statement that he/she is a sole proprietor, has no employees and is not required by the State of North Carolina to carry Worker's Compensation Coverage. If the Vendor does have employees, the concessionaire shall provide proof of Statutory Workers' Compensation coverage in the form of a certificate of insurance as required in paragraph "c" below.
  - c. The Vendor shall provide certificates of such insurance to Always Believe Inc no less than 60 days prior to the setup of its area/apparatus, naming Always Believe Inc. and Mecklenburg County as Additional Insureds and providing that Always Believe Inc. shall be notified 30 days prior to any cancellation of coverage. Failure to provide such insurance may be grounds for termination of this contract. No refunds shall be granted upon such termination.

### III. RIGHTS RESEVED BY ALWAYS BELIEVE INC.

- A) Always Believe Inc, reserves the right to grant, deny or revoke concession and permits before and during Always Believe Day.
- B) Always Believe reserves the right to select the locations (s) that the Vendor will be permitted to sell his/her product.
- C) Always Believe Inc, reserves the right to conduct random unscheduled inspection of the Vendor's vending space/apparatus.
- D) Always Believe Inc, reserves the right to order the removal of any item sold or kept for sale for any reason at any time during the Always Believe Day that is judged to be less than first class in quality by Always Believe Inc.

### IV. AMOUNT OF VENDOR FEE & METHOD OF PAYMENT

- A) The Vendor shall pay Always Believe Inc a Vendor fee of \$300 (market place), \$200 (visual and literary arts), or \$150 (socio civic) to Always Believe Inc. The Vendor shall pay Always Believe 50% of the Vendor fee 14 days after notification of acceptance and the remaining 50% by July 15, 2013. NO REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES. A \$35 fee will be charged for all returned checks.

### V. THE TERM OF THE CONTRACT

- A ) The term of this contract shall begin upon its signing by Always Believe Inc and continue through September 1, 2013; provided, however that the provisions of section II above regarding indemnification shall survive termination of this Agreement.
- B) Neither party to this agreement shall be deemed to be in default under this agreement to the extent that such party's performance is hindered or made impossible by and act of God, war, revolution, or insurrection, or other event beyond the control of the party affected (other than the inability to finance its operations under this contract). A party affected by an event of force majeure shall notify the other party of such event and use its best efforts to remedy the situation or reduce the effect of the event of force majeure with all reasonable speed.
- C) The validity, construction and performance of this agreement shall be governed by and interpreted in accordance with the laws of the County of Mecklenburg and the State of North Carolina, without regard to the provisions of conflicts of laws thereof.
- D) This agreement represents the entire understanding of the parties with respect to the subject matter thereof and supersedes all prior oral and written expressions relating hereto. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the other provisions shall not be affected or impaired.
- E) This agreement shall not be effective until signed on behalf of Always Believe and Vendor shall have no rights hereunder any kind until so signed.

In Witness Whereof, the parties have duly executed the Contract as of the date next below set forth.

\_\_\_\_\_  
Signature of Vendor / Proprietor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Vendor / Proprietor

\_\_\_\_\_  
Signature of Always Believe Inc. Director

\_\_\_\_\_  
Date