



106th Annual Cherokee Indian Fair
 October 2nd - 6th, 2018
 Food Vendor Application



CHEROKEE INDIAN FAIR
 1912-20

Cherokee Indian Fair
 1912-2018

Booth/Business Name: _____

Vendor Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: () _____ Email: _____

**CHEROKEE DESTINATION MARKETING
 Tribal Event Liability Release and Photography Release**

IN CONSIDERATION for being allowed to participate in the Event, I agree to assume all risks permitted by law and agree for myself and on behalf of my heirs, guardians, representatives, successors and assigns (collectively, "myself") to make no claim, demand or sue the Eastern Band of Cherokee Indians or its affiliated entities, organizations, employees, agents, officers, directors, promoters, licensees, successors or assigns (collectively, the "Tribe"), for any injury, damages, or death resulting from negligence or any other cause, due to my participation in the Event.

I release the Tribe from all liability, actions, claims, suits, and demands for myself and on behalf of my heirs, guardians, representatives, successors and assigns, that may exist for any injury, damages, or death whether from negligence or another cause I may suffer due to my participation in the Event.

I give my permission to the Tribe the right to take, use, reproduce, edit, photograph, record, broadcast and otherwise exploit in any and all media, in whole or in part, including for commercial promotion of the Tribe and Event, my and/or my minor child(ren) or ward's image, likeness, voice, name, and biographical information in connection with the Event and release the Tribe from all claims, demands, suits, and liability that I or my successors and assigns may have for such use.

Participant Signature: _____ Date: _____

Rules and Regulations

If at any time the booth/space operator or any of his/her employees, volunteers, guests, family, or friends are found to be in violation of any of these rules or guidelines at any time, they will be asked to vacate their booth immediately. No exception or refunds will be given in the event of this occurrence.

All vendors must have their booth/space open and operating for the duration of the Cherokee Indian Fair from gate opening time to gate closing time October 2-6, 2018. The person whose name the booth is under must work their booth for a substantial amount of time during the event.

Booth fees and stand-alone fees are non-refundable.

Vendors are responsible for their own change. Under no circumstances will cashiers for the Cherokee Indian Fair be permitted to give change to anyone.

Security will patrol the area from the gate closing time until 8a.m. each morning beginning September 28, 2018 at 11 p.m. through Sunday October 7, 2018 at 8 a.m.

All Vendors are required to obtain a Temporary Vendor Permit in order to sell items at the Cherokee Indian Fair. Permits may be purchased for \$5 at the EBCI Budget and Finance Office.

Stand-alone food vendor's spaces outside of the booths are 10' x 20' (10 feet in front; 20 feet deep). They are on a first come, first pay basis and we start accepting payment for them today.

Vendors are permitted to sign out their booth key as early as **Tuesday September 18, 2018.** Vendors must have their spaces clean and all items removed by **Thursday October 11, 2018 at 4:00 p.m. no exceptions.** All food booth keys must be returned by this date and time as well.

There will be a \$125.00 cash deposit for cleaning and key. Vendor will receive deposit back when booth is cleaned, pass inspection and key returned by **October 11, 2018 @ 4:00 p.m.** **THERE WILL BE NO PARTIAL REFUNDS.**

All Food vendors are required to contact the Swain County Health Inspector at least one week prior to the event to complete an application with them and pay the \$75 fee. **The inspector will be on sight Tuesday October 2, 2018 at 10 a.m. to inspect all food booths.** Food booths will not be permitted to operate without the inspection. All equipment must be at the booth/space at time of inspection.

Adequate electric and refrigeration for storage or perishable food and drink is mandatory. Thermometer must register at 45 degrees or lower.

Children under the age of 14 are not allowed in the food booths at any time.

All food items must be served on single service containers. No non-disposable items allowed.

Hamburger patties from an approved market packer separated by parchment paper are required.

All grease/oil and trash must be disposed of appropriately and regularly by the booth/space operator. Do not dump grease in the sinks or on the ground.

Vendors are responsible for all set up, materials, and tear down.

All food must be prepared on sight. All equipment must be routinely cleaned and maintained throughout the event.

All vendors will receive one parking pass for one specified space. This pass must be clearly displayed on the dash of the vehicle in the correct spot at all times or vehicle will be towed at owner's expense.

Smoking and/ or drug/alcohol use is prohibited at all times at the Cherokee Indian Fair. Any vendor or their employees/volunteers suspected of consuming or being under the influence of drugs/alcohol at any time while on Fairgrounds property during the Cherokee Indian Fair will be escorted off premises. No refunds will be given under these circumstances.

Vendors and their employees/volunteers/family/friends at the event represent Cherokee Destination Marketing to the event attendees and therefore must present a clean and customer friendly environment at all times. No profanity or offensive clothing or gestures are permitted and all workers and volunteers must follow good hygiene practices. Appropriate clothing, hair nets, hats, aprons, gloves, etc., must be worn at all times while operating the booth/space.

Absolutely no pets are allowed in or around the food booth/space at any time.

Each food booth/space has its own circuit and if the fuse is blown it is that vendor's responsibility to unplug necessary items.

All decisions made by the Events and Fairgrounds Supervisor are final. We reserve the right to revoke the vendor application at any time for any reason.

By signing below I agree that I have read and understand all the terms and conditions in this application and I agree to abide by all laws, rules, and regulations outlined herein.

Print Name: _____

Signature: _____ Date: _____

Payment options (2):

- 1) Mail payment along with a signed and completed application, rules, and liability form to Lisa Frady, Events & Group Tour Coordinator at PO Box 460, Cherokee, NC 28719.
- 2) Personally deliver payment along with a signed and completed application, rules, and liability form to Lisa Frady, Events & Group Tour Coordinator at the Cherokee Indian Fairgrounds, 545 Tsali Blvd., Cherokee, NC 28719.

Payment is due Tuesday, June 26, 2018 at 5:30 p.m. after the drawing for Food Booths.
Cash only/ No personal checks accepted.

