

TOWN OF SWANSBORO ARTS BY THE SEA FESTIVAL VIRTUAL VENDOR GUIDELINES FOR THE 2021

Please take the time to read through all the guidelines.

DEFINITION OF VENDOR TYPES

- **Arts & Crafts vendor:** Any vendor who creates, makes, or produces their own items for sale and is not a brick-and-mortar business. Potential vendors will submit photographs of work for judging by an independent jury.
- **Home business vendor:** Any vendor selling items for home business such as Tupperware, Scentsy, Mary Kay, Origami Owl, and Lularoe and is not a brick-and-mortar business. **NO HOME BUSINESS VENDORS ARE ACCEPTED TO THE ARTS BY THE SEA FESTIVAL.**
- **Commercial vendor:** Includes but is not limited to the following: financial services, telecommunications, health and fitness, instruction, subscriptions, real estate, residential/commercial services, retail and chain stores, wineries. **NO COMMERCIAL VENDORS EXCEPT WINERIES ARE ACCEPTED TO THE ARTS BY THE SEA FESTIVAL.**
- **Non-profit vendor:** Organizations with an IRS 501c3 exempt status and are required to submit a copy of the IRS determination letter. Non-profit vendors cannot sell food. If selling food, they must submit a food vendor application. **NO NON-PROFIT VENDORS ARE ACCEPTED TO THE ARTS BY THE SEA FESTIVAL.**

GENERAL INFORMATION

- **BOOTH FEE: \$50; VIRTUAL MARKETPLACE.**
- For 2021, no applications are being accepted for onsite vendors.
- **Applications must be submitted with photographs, all other required documentation, AND payment in order to be considered.** Photographs will not be returned.
- Selected vendors will be sent a link to set up their own vendor marketplace in the Eventeny site. Tutorials and assistance will be provided.
- Customers will be able to purchase directly from your Eventeny marketplace.
- The vendor will be responsible for shipping and/or pickup/delivery. The vendor will be able to set up shipping charges on the marketplace.
- Eventeny will assess a 5% surcharge on all purchases through the marketplace in addition to 2.9% plus \$0.30 credit card surcharge.
- For the current calendar year of 2021, the Town of Swansboro will NOT charge a commission fee.
- For the benefit of our participants, we will make every effort to limit excessive duplication of items offered for sale, however, we do not guarantee exclusivity.
- The Town of Swansboro reserves the discretion to not allow items to be sold which are different than what was listed on the original application.
- The Town of Swansboro considers the freshness of the product to the area and times, the quality of the work, as well as the creativity and originality of the work when reviewing applications. The Town of Swansboro is eager to introduce new crafters with unique, quality work. It is the committee's right to deny any participants, even if they have participated in past years.
- Prepackaged foods that includes, but is not limited to, bottled sauces, canned jams, jellies, condiments, candies, and/or prepared baked goods must be prepared in a licensed kitchen.
- The Town of Swansboro reserves the right to refuse booth space to inappropriate or controversial organizations or vendors, and to remove any participant any time before or during the event in cases where: the participant is guilty of improper conduct, merchandise or display items are improper for family viewing, a participant hinders or encumbers another display or another participant's ability to properly exhibit.
- Participants are strictly prohibited from allowing other vendors to sell or promote goods/services from their marketplace.
- No items featuring the festival logo are permitted.
- Festival chairpersons have final approval of ALL items to be sold.
- No emailed applications are permitted as applications must include all documentation, signatures, and

payment.

- All vendors are required to have a North Carolina Sales Tax ID number. If you do not already have one, you can obtain one by completing the NC-BR form at <http://www.dorncc.com> or by calling the NC Department of Revenue at 877-252-3052.
- All vendors are recommended to provide a COI (Certificate of Insurance) covering the dates of the event with a minimum coverage of \$500,000 and naming the Town of Swansboro as an Additional Insured.
- Any vendor sampling or selling food or alcohol must have a COI covering \$1,000,000 liability and naming the Town of Swansboro as an Additional Insured.
- Application must have signature agreeing to the liability/hold harmless statement and agreement.
- The Arts by the Sea Festival is a juried event.
- We do not hold checks. Your check will be deposited upon processing of your application.
- Vendors will be charged a \$30.00 processing fee for checks returned for insufficient funds.

For 2021, the vendor event is VIRTUAL ONLY.

ARTS AND FINE CRAFTS REQUIREMENTS

- All art and craft applicants must submit three color photographs of their work for the jury. Please submit photos that clearly show your work in detail, preferably one item per photo.
- Submit one photo that shows your entire booth or display area.
- Photographs will not be returned.
- Arts by the Sea is an art and fine craft exhibition. As such, all work exhibited must be the original work in design & creation of the artist.
- All work must be entirely handmade. Commercial molds, forms, patterns, blueprints or kits are not allowed. No hand-painted manufactured items allowed.
- No work that is purchased for resale is allowed.
- No mass-produced or pre-made shapes assembled or altered by the artist will be considered as original work unless it is a widely accepted art form.
- The following are specific examples of work that may be unacceptable for Arts by the Sea: Dolls and Teddy Bears/Dried, plastic, or silk flowers/Seashell crafts/Clothing that is not entirely handmade(hats, visors, tee shirts, sweat shirts, etc.) /Prints made by a computer printer unless they are fine art prints or prints made by a similar photo-quality color ink-jet system.
- We do, however, recognize that there may be fine art that uses items listed above. We reserve the right to accept work that moves these items into a fine art category or to reject items that do not, in the jury's opinion.

VENDOR REQUIREMENTS

- Each participant is responsible for their own insurance, licenses, and permits.
- Sales tax collection and payment to the State of North Carolina is the responsibility of the participant.
- All vendors should have prices clearly provided.

CANCELLATIONS

- The *Town of Swansboro* reserves the right to remove any participant at any time during the event due to violation of festival guidelines and rules.
- There will be NO refunds once a vendor has been accepted as a participant

EVENT INFORMATION

- As a vendor in our event, it is the expectation of the committee that every vendor will do their best to serve every guest with honor, dignity, and respect.
- This is a family-oriented festival for spectators of all ages and exhibited work must be in keeping with this atmosphere. The committee reserves the right to remove work that violates any of the festival rules.
- You are responsible for your own required Sales Tax ID Number processing.

REGISTRATION FOR NEXT YEAR

- Vendors accepted for the 2021 Virtual event are NOT guaranteed acceptance for the 2022 Arts by the Sea Festival. Many previous vendors have already been accepted due to the transfer of their registration fees. Priority is given to those previously accepted vendors.
- We hope to have the regular vendor application available in Fall 2021 on the Festival website.

HOLD HARMLESS STATEMENT AND AGREEMENT

Submission of application indicates that participant hereby indemnifies and shall defend and hold harmless the Town of Swansboro, their employees, and their volunteers from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the participant's participation in the Festival, including those arising from damage to property or injury to or death of participant, its customers, volunteers, employees, or subcontractors, whether arising before, during, or after the Festival and in any manner directly or indirectly caused, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of participant or its customers, volunteers, employees, agents or subcontractors.

Further, that the participant releases the Town of Swansboro from any and all liability for loss or damage to property and merchandise used or sold by the participant in the operation of the booth due to theft, fire, storm, flood, and damages through any force of nature or otherwise.

The participant grants the Town of Swansboro permission to use any photographs, motion pictures, videos, recordings, or any other record of participation in the Festival.

**TOWN OF SWANSBORO ARTS BY THE SEA FESTIVAL
2021 VIRTUAL VENDOR APPLICATION**

**Arts by the Sea Festival, begins by Saturday June 12, 2021
Will remain online through December 31, 2021**

**Completed application with signature, payment, photos, and documentation should be
MAILED to:**

Town of Swansboro, Attn: Parks & Rec Department;
601 West Corbett Ave.; Swansboro, NC 28584

Checks should be made payable to: **Town of Swansboro**

Please PRINT clearly

Business/Organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone (during festival): _____

Email (REQUIRED): _____

Website: _____

NC Sales Tax ID Number: _____

Indicate number of spaces below (definition of type in vendor guidelines).

Arts & Crafts VIRTUAL Vendor [\$50 per virtual space]:

List and describe all items to be sold: _____

[attach additional sheets, if needed]

TOTAL Due _____

Check # _____ or Money Order

[Print and complete the application above]

MAKE COPIES FOR YOUR FILES

Credit Card Payment

Check ONE _____ VISA _____ MASTERCARD _____ DISCOVER

CARD NUMBER: _____

CVV Security Code _____

Expiration Date: Month _____ Year _____

I hereby authorize the Town of Swansboro to process my credit card for the amount due above.

Signature _____ Date _____

I agree to abide by all rules, regulations, and guidelines, presented by the Town of Swansboro. Violators will be subject to dismissal without refund. I agree to the liability/hold harmless statement provided. I understand that the Town of Swansboro reserves the right to deny any application even if the applicant has participated in the show before. I understand that reasonable security will be provided, but I will not hold the Town of Swansboro, or their representatives liable for loss, damage, or injury.

Submission of application indicates that participant hereby indemnifies and shall defend and hold harmless the Town of Swansboro, their employees, and their volunteers from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the participant's participation in the Festival, including those arising from damage to property or injury to or death of participant, its customers, volunteers, employees, or subcontractors, whether arising before, during, or after the Festival and in any manner directly or indirectly caused, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of participant or its customers, volunteers, employees, agents or subcontractors.

Further, that the participant releases the Town of Swansboro from any and all liability for loss or damage to property and merchandise used or sold by the participant in the operation of the booth due to theft, fire, storm, flood, and damages through any force of nature or otherwise.

The participant grants the Town of Swansboro permission to use any photographs, motion pictures, videos, recordings, or any other record of participation in the Festival.

Signature _____
Date _____

Items to be MAILED with application: Completed application form, check or money order for total fee due OR credit card info, photos, recommended copy of COI of \$500,000.

_____ Application Received	_____ Administrative Staff	_____ Pictures received
_____ Juried	_____ Correct booth fee	_____ Payment ID
	_____ Accepted Date	