

Vendor Policies & Procedures

Old-Time Appalachian Christmas Festival

GENERAL TERMS OF VENDOR PARTICIPATION AGREEMENT

FESTIVAL AREA

The official "Festival Area" is as defined: Main Street from E. Washington St. to Calhoun St. and one block back from Main at each cross street.

VENDOR SPACES

1. Vendors should have adequate protection for inclement weather and wind. All tents are required to be anchored. All electrical cords must be covered or taped down.
2. Applicants must submit photographs of their products and one (1) photo of their booth display.
3. To ensure variety and eliminate repetition, the festival will limit the kinds of crafts, goods, and products that will be accepted for sale at the festival. You must list products that you wish to sell.
4. Booth space is 10 ft. X 10 ft. Rental is for booth space only and does not include tables, chairs, tents, water or other items for your booth.

USE OF ALLOCATED SPACE(S)

1. The festival reserves the right to locate/relocate vendor booths according to the needs of the festival. Please indicate any special needs you may have when completing the application. We will do our best to fulfill your request; however we cannot make any guarantees.
2. Vendors can sell only from their rented booth space.
3. There shall be no sale of commercially manufactured items.
4. Vendors shall comply with all laws, ordinances, rules and regulations of any lawful authority, agency or government entity which apply to the use of its vending unit requirements, including without limitation, any applicable fire and building code of the City of Galax, and health regulations of the Galax Health Department. The vendor accepts full responsibility for the payment of sales tax occasioned by use of booth space.
5. Vendor shall be solely responsible for any and all injuries to persons or damages to property or any other injury, claim, damage or loss of whatever nature, arising from or related to the festival. Vendor shall indemnify, save and hold harmless the City of Galax and Galax Downtown Association, Board Members, employees, and volunteers from and against all liability, loss, damages, claims, costs and expenses (including reasonable attorney's fees) arising out of injury to person (including death) or damage to property or any other injury, claim, damage, loss, cost or expense arising from the festival performed by vendor including, but not limited to, any negligence, act or omission of vendor or weather related issues.
6. Vendor agrees to accept responsibility for all materials and goods furnished by him/her, and used or displayed in the booth area. While the festival will make reasonable efforts to provide security, the exhibitor accepts full responsibility for his/her personal property.

CARE OF ALLOCATED BOOTH SPACE

1. All vendors are responsible for keeping the area in and around their booths clean throughout the festival.
2. Vendor shall be responsible for set-up and removal of their own equipment, fixtures, inventory and other property.
3. Set-up Hours: Saturday, December 14, 2024 between the hours of 9am-11am. (NO CARS ALLOWED ON STREET AFTER 11AM) Please unload your items, park your vehicle and come back to set up your booth to allow for a smooth traffic flow. Breakdown Time: Saturday, December 14, 2024 at 6:00pm. Breakdown must be complete by 7:30pm.
4. Exhibitor agrees not to take down booth before 6 pm. If you choose to tear down your booth before the end of the Festival, you will need to walk your merchandise and equipment out.
5. NO vendor is allowed to set up or move into any other booth space, or open area.
6. Vendor shall furnish trash containers and bags, and bag all garbage and trash on a regular basis during the festival. At the conclusion, vendor must remove garbage, and equipment from the allocated vending space.
7. Cancellations: If there is a need to cancel, vendors need to email pprice-love@galaxva.com as soon as possible.
8. Once your application has been accepted and processed, no refunds or credits will be issued. Festival is held Rain or Shine.
9. For safety reasons, no portable space heaters, or crockpots are permitted in your tent area.

POWER

1. Quiet Generators are permitted, but must be approved by the Festival Committee.
2. 110v electricity is available in limited quantity on Grayson St. only, and must be indicated and paid for on your vendor application. There is no guarantee of power.
3. All vendors are required to supply extension cords. 10 or 12 gauge, cords are recommended.
4. Food vendors must comply with State of Virginia Fire regulations and be equipped with a fire extinguisher. All food vendors will be inspected by the Galax Fire Department. For a list of requirements visit Chapter 3, section 319:

<https://www.vafire.com/state-fire-marshals-office/permits/mobile-food-preparation-vehicles/>

5. The festival committee reserves the right to take immediate action in any situation where equipment, including electrical appliances and extension cords, appear to be substandard or unsafe.

LIABILITY

1. The City of Galax shall not be liable for any loss or damage to the property of vendor or any of its representatives, employees, agents, patrons and guests, because of fire, robbery, accidents, or any other cause whatsoever that may arise from vendor's use or occupancy of its allocated space during the festival.
2. Vendor agrees to indemnify and hold harmless representatives, employees, and volunteers of the festival and/or the City of Galax against any and all claims of any person whomsoever, from acts or omissions of the vendor, its representatives, employees, agents, patrons, or guests.