



2023 Fine Art & Master Crafts Festival

Sugar Mountain Resort

Paved Parking Lot #C

(Located below the Base Lodge)

1009 Sugar Mountain Drive, Village of Sugar Mountain, NC 28604

July 14-16, 2023 & August 11-13, 2023

Friday: 1 p.m. – 5 p.m. Saturday: 10 a.m. – 5 p.m. Sunday: 10 a.m. – 4 p.m.

Mediums fill quickly. Apply Early

FINE ART AND MASTER CRAFTS ARTISTS ONLY:

This festival is strictly for fine art, master crafts & approved specialty/gourmet items; all artists will participate by invitation only by a juried process. Mixed media, jewelry, sculpture, blown and stained glass, pottery, painting, photography, textiles, unique craft, furniture, wood & gourmet will be accepted.

Only handcrafted wares will be permitted. No buy/sell or resale items will be permitted. Vendors selling such items will be asked to leave without a refund and will not be allowed back to future shows!

Rules of the Festival:

Your medium must be your work and all exhibited products must be like in style and quality. You may be asked to remove the questionable product by the sponsor if needed. All vendor items must be priced and signed by the artist when applicable.

- Artists are responsible for their own tent, tables & display. Tables should be tastefully covered, and draping should hide the table legs and any storage, boxes, etc.
- Due to the possibility of inclement weather and high winds ALL VENDOR TENTS MUST BE SAFELY SECURED WITH A MINIMUM OF 40 LBS OF WEIGHT PER LEG.
- Items sold must be in keeping with the festival's family environment. The committee reserves the right to ban or dismiss any exhibit or products that is deemed offensive. Nude art is not permitted.
- Each vendor is requested to prominently display a sign with his/her name or the trade name and product.
- Liability insurance is the exhibitor's responsibility.
- Security will be provided both Friday and Saturday night.
- Alcoholic beverages are not permitted on the grounds. They cannot be served, sold, or sampled.
- Absolutely NO SMOKING allowed in your booth area.
- All vendor booths must remain open for attendees until the Festival closes each day.
- Sunday Teardown Procedure will be administered the day of the Festival.
- All exhibit space must be cleaned, including zip ties and all trash particles at the end of the festival.
- Water and electricity will not be available at the Festival. Generators must be approved by the Chamber.
- Camping will only be allowed at local campgrounds and not on the Festival grounds or in the town limits.
- Vendor parking is not allowed on the Festival grounds but designated parking is available.
- Artists are expected to dress appropriately- shirts and shoes must be worn.
- ALL Craft Vendors must return a completed Waiver and Release of Liability Form!
- **Artists are responsible for paying NC sales tax and must include the NC Sales & Use Certificate number.**
Contact NC Dept. of Revenue Sales and Use Tax Division
P.O. Box 25000, Raleigh, NC 27640
Phone 877-252-3052 / web site www.dor.state.nc.us.
- No refunds will be made for cancellations. Please advise if you have special needs.

FOOD VENDORS

- It is your responsibility to be in compliance with fire and health codes for this event. You will not be able to open your booth for business if not inspected.
- No food may be left out on counters after the close of each day.
- A fire extinguisher must be in the booth at all times and available for use.
- Water and electricity may be available for food vendors upon request. Please speak with Director.
- **REQUIRED: North Carolina Sales and Use Tax Certificate.** (www.dor.state.nc.us; 877-252-3052)
- **REQUIRED: Take Health Department Form to Inspectors Office 20 days prior to the event.** (828-733-6031; P.O. Box 325, Newland, NC 28657)

Festival Set Up/Breakdown

- Detailed information and booth space assignment will be emailed to you a few days before the Festival.
- Festival set up time: Friday-7 a.m. - 12:30 p.m.
- Festival begins: Friday 1:00 p.m. - 5 p.m.
- Register at the Avery Chamber check-in point before proceeding to set up.
- Vendors must check-in for festival during check-in.
- All Vehicles must be off the Festival property by 12:30 p.m. on Friday.
- Saturday Festival hours are 10 a.m. – 5 p.m.
- Sunday Festival hours are 10 a.m. – 4 p.m.
- Artists must not breakdown their exhibits until instructed.
- Exhibit area must be clean and breakdown complete before retrieving your vehicle on Sunday.

TO APPLY:

To apply, send two checks payable to the **Avery County Chamber of Commerce**: one for Booth Space payment and one for the \$10 Processing Fee, your enclosed application, three photos of your work and one of your booth, a signed copy of the Waiver and Release, and a copy of your NC Sales and Use Certificate. Include a self-addressed, stamped envelope for reply information to:

Avery Chamber of Commerce
4501 Tynecastle Highway, Unit 14, Banner Elk, NC 28604
828-898-5605 & 800-972-2183
Email: chamber@averycounty.com, www.averycounty.com

Please keep the rules and information for your records. Only mail application and required documents.

Thank you for participating in the 2023 Fine Art & Master Crafts Festival!

Have a great show!



This Release and Waiver of Liability is executed this date of _____, 20__, by _____ (the "Vendor") in favor of Fine Arts & Master Crafts Festival / Avery County Chamber of Commerce and its directors, officers, employees, volunteers, and agents.

I, the Vendor, hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. Waiver and Release. I hereby release and forever discharge and hold harmless Fine Arts & Master Crafts Festival / Avery County Chamber of Commerce and its successors and assigns from any and all liability, claims, demands, and causes of action, of whatever kind of nature, either in law or equity, which may hereafter arise from my participation and the participation of anyone working for me with Fine Arts & Master Crafts Festival / Avery County Chamber of Commerce and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with Avery County Chamber of Commerce. I understand and acknowledge that this Release discharges Fine Arts & Master Crafts Festival / Avery County Chamber of Commerce from any liability or claim that I may have against Fine Arts & Master Crafts Festival / Avery County Chamber of Commerce with respect to any bodily or other injury, illness, death, or property damage that may result from my participation. I also understand Fine Arts & Master Crafts Festival / Avery County Chamber of Commerce does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage.

2. Insurance. I understand that Fine Arts & Master Crafts Festival / Avery County Chamber of Commerce may elect to provide group accident or other liability insurance. Any coverage so provided will be governed by the policy language. Except to the extent that it may provide such insurance, Fine Arts & Master Crafts Festival / Avery County Chamber of Commerce does not carry or maintain any health, medical, disability, damage, or other liability insurance coverage for the benefit of its vendors, and expressly disclaims any responsibility or obligation to do so. AS A VENDOR, I AM EXPECTED AND ENCOURAGED BY FINE ARTS & MASTER CRAFTS FESTIVAL AVERY COUNTY CHAMBER OF COMMERCE TO MAINTAIN MEDICAL, HEALTH, AND ALL OTHER APPLICABLE INSURANCE COVERAGE FOR MY OWN BENEFIT.

3. Medical Treatment. Except as otherwise agreed to by Fine Arts & Master Crafts Festival / Avery County Chamber of Commerce in writing, I hereby release and forever discharge Fine Arts & Master Crafts Festival / Avery County Chamber of Commerce from any and all liability claims, demands, and causes of action whatsoever that may arise on account of any first aid or other medical treatment rendered during my participation with Fine Arts & Master Crafts Festival and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with Fine Arts & Master Crafts Festival Avery County Chamber of Commerce.

4. Assumption of Risk. I understand that my participation with Fine Arts & Master Crafts Festival / Avery County Chamber of Commerce and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with Fine Arts & Master Crafts Festival / Avery County Chamber of Commerce may include activities that may be hazardous to me. I further recognize and understand that such participation may involve certain inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in the activities and release Fine Arts & Master Crafts Festival / Avery County Chamber of Commerce from all liability for injury, illness, death, and/or property damage that may result.

5. Photography/Audio Release. I do hereby grant and convey unto Fine Arts & Master Crafts Festival / Avery County Chamber of Commerce rights, titles, and interest in and to any and all photographic images and video or audio recordings made by or on behalf Fine Arts & Master Crafts Festival / Avery County Chamber of Commerce, or made with its consent, during my participation in The Fine Arts Festival and/or any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with Avery County Chamber of Commerce, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other. I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law and that this Release shall be governed by and interpreted in accordance with the laws of this state, county, city and/or township. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release. By signing below, I acknowledge that I have read and understand this Release and agree to its provisions.

Vendor Company Name

Print Representative Name

Signature of Participant/Vendor

Date