

BEAR TOWN EXCHANGE with Lisa Szymanski
*** 315-430-7951* Info@BearTownExchange.com ***

@ 421 S. Front St., Downtown New Bern

Application

Send back to Lisa via email, picture with phone or mail to 118 Covey Ct., New Bern, NC 28560

Name (not business name) _____

Business Name (if you have one) _____

NC Sales Tax# _____ Attach copy

Farm tax Exempt#/Non-Profit# _____ Attach copy

Vendor Address _____

City _____ State _____ Zip _____

Phone/s home(____) _____ cell(____) _____ other(____) _____

E-mail/s _____

All Bear Town Exchange communication is done by email or text

Emergency Contact Person _____ Phone (____) _____

Description of items selling _____

Do you make or grow these products? YES _____ NO _____

Names of persons selling in your space for you _____

Booth preferences (Top) 5 _____

How did you hear about this event? _____

Copies of all applicable licenses, permits, or other requirements must be attached to application. All vendors and their representatives are subject to Bear Town Exchange Regulations and must sign below.

I have been given a copy of Exchange Guidelines. I have read and understand the Guidelines and agree to **abide by these Exchange rules and regulations.**

Vendor Sign _____ date _____

Vendor Sign _____ date _____

Rep. Sign _____ date _____

Rep. Sign _____ date _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

To whom it May Concern,

I plan to only sell my own household and personal property at the Bear Town Exchange, so no sales tax certificate is required. This is for the Bear Town Exchange at the 421 S. Front Street, in Downtown New Bern, North Carolina.

Sign: _____ Date: _____

Sign: _____ Date: _____

This certified statement is to be given to the Bear Town Exchange operator. Vendor must also exhibit this statement certifying the sale of household personal property conspicuously and prominently displayed, to be visible for inspection by patrons of the Bear Town Exchange at the places or locations at which the goods are offered for sale.



Outside Prime Space 10' X 10" No table or chair \$30 +tax	Outside Back of Building Space 10' X 10' No table or chair \$25 +tax	Outside Space 10'X 10' No Table or Chair \$20 +tax	Inside Prime Space 5' X 10' 1 Table & 1 Chair \$35 +tax	Inside Smaller Space 1 Table & 1 Chair Provided \$25 +tax	Add on space for 49, 50, 53 or 54 5' X 10' No Table or Chair \$15 + tax
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BEAR TOWN EXCHANGE ADDITIONAL INFORMATION

421 S. Front St. New Bern, NC 28561

Doors unlocked at 7:30 am. You MUST occupy your space by 9:30 am or lose it. Unexpected things do happen so call Lisa cell-315-430-7951, if you see you are going to be late or have a last-minute cancel.

***All Bear Town Exchange communication is done by email to and from info@BearTownExchange.com.**

It is impossible to verbally inform each vendor one on one. I will send an email out by Thursday the night before the event which will include, your booth assignments for Sunday to avoid lost time, traffic jam, and confusion on Sunday morning setup time. Check your SPAM and PROMOTION folders if you have not received it. If by Friday you do not receive the email, please text Lisa, your email address and I will send it again.

***Booth Set-up and Breakdown Procedure**

- 1. Find your assigned space on Thursday email roster so you will know where to go.** Allow yourself plenty of time to get to the Exchange so you will be ready for customers at 10:00 am opening.
- 2. Locate your space inside or out.** Middle aisle vendors should load and unload from right side of building. Right side aisle vendors should sit facing front door. Left side aisle vendors should sit facing back door. Put your vehicle in your space or as close to it as you can. Take up as little space as possible. MAKE SURE YOU ARE NOT BLOCKING ANOTHER VENDOR NOR BLOCKING THE THRU DRIVEWAY! Unload all of your items as quickly as you can. Do not arrange anything; just simply unload your vehicle.
- 3. Park your car in a designated parking area.** Vendors must park in gravel area behind building next door, Wells Fargo lot beside grassy area (walking gate at fence corner) and Bank lot across street (Do not block ATM or drop box). On dirt areas, park efficiently so that others can park also. If you take up too much space, you will be asked to move your vehicle to an area further away. Vendors and representatives **DO NOT park in spaces** (1) inside the Exchange paved parking lot, (2) dirt spaces between fence and railroad, (3) marked spaces on the street, and (4) dirt area across street beside Poor Charlie's. These spaces MUST be left for **CUSTOMERS ONLY!!!**

They can't buy from you if they can't easily get to you!!!

- 4. Put up tent if outside and arrange your table.** All tents must be weighted or secured, in some way, at all times. Inside vendors giving out tastings MUST pull their table back at least one foot from line to allow for standing room of customers that is NOT within the walking aisle space. Vendors who are inside get ONLY one table per half space. DO NOT STEAL ANOTHER TABLE FROM THE CENTER AISLE! DO NOT STEAL ANOTHER TABLE FROM ANOTHER VENDOR'S BOOTH. If you need more than 1 table, you MUST bring your own! Outside vendors must provide own tables and cover. Put your name on your tables. Contain your stuff within your marked space. All vendors are expected to remain set up in their space until 3:00 pm. If you sell out or have an emergency, let Lisa know if you need to leave before 3:00.

All vendors must be unloaded, car parked, booth fully set up, and ready for business by 9:30 am to allow customers access to parking for 10:00 am Exchange opening

5. At 3:00pm closing, reverse the above order. There should be NO vendor vehicles moving between 9:30am and 3:00pm. Leave your space CLEAN. Return brooms and dustpans to foyer. Return everything to where you found it. Please place chairs on rolling carts. **Vendors must remove all personal property at the end of the Bear Town Exchange!** All cut cable ties (zip ties) must be put in trash can.

DO NOT LEAVE ON FLOOR OR GROUNDS.

***The Exchange is a NO smoking facility!** That means the entire Exchange property is smoke free. If you must smoke, you must do so off Exchange property.

***If you have long tablecloths** that reach the floor at the corners, please pin or tie them up. A passerby can easily catch their foot in it, trip, and fall. We don't want anyone to get hurt, plus, it would be on the insurance of the vendor since it would be considered vendor space and vendor property that caused the accident. It states in our rules that each vendor is expected to have their own insurance.

BEAR TOWN EXCHANGE - OPERATIONAL GUIDELINES

1. The Bear Town Exchange or any agents/employees shall not be responsible for loss through theft of private property at the Exchange. The Exchange, or any agents/employees shall not be responsible for personal injuries or damages to an individual or personal property. Vendors are responsible for acquiring own Insurance. The Exchange reserves the right to modify or change these guidelines as deemed necessary.
2. Solicitation on Exchange premises without the explicit permission of management is prohibited. This Includes but is not limited to political, religious, product or service activity.
3. All vendors and their representatives are subject to the Bear Town Exchange Guidelines. Vendors are responsible for informing their representatives of the Guidelines.
4. The Exchange manager or his/her agent shall have supervision and general control of the Exchange building and grounds.
5. Bear Town Exchange or their agents will collect fees and assign selling space to each vendor. No space assignments are permanent. Spaces may be reassigned to fit the needs of the Bear Town Exchange.
6. The Exchange hours for customers are: 10 AM - 3 PM for the 1st Sunday of the month
7. CURRENT FEES ARE AS STATED ON THE WEBSITE: (subject to change)
There will be a 50% cancelation fee if cancelled 21 days or less prior to Exchange date. No refund if cancelled within 5 days.
8. Vendors must arrive and be unloaded by 9:30 AM. If the manager has not been notified by 7:30 AM that a vendor will not be present or will be late on a day reserved, the space is forfeited. The manager will rent the space to a waiting vendor. This is most important, as the Exchange has to be set up and free of vendor traffic for the 10:00 AM opening. Fees will be forfeited for "no shows." Vendors are expected to remain fully set up and continue to operate until closing time of 3:00 PM. NO moving vendor vehicles on Exchange property between 10:00 AM and 3:00 PM.
9. Vendors must park vehicles and trailers outside the fenced Exchange area or in the grassy area in the rear of the Exchange to allow maximum parking for customers.
10. The user of any space on Exchange property must keep the space clean, sanitary, and orderly, at all times. Brooms, dust pans, and water are available on site. Vendors must dispose of trash in Exchange supplied trash cans and must dispose of cardboard in the Exchange dumpster in the back parking lot. Vendors are encouraged to recycle plastic and aluminum cans in Exchange supplied containers.
11. All vendors must use table coverings and all coverings, tents, products, signs, and displays must be properly and securely, anchored at all times.
12. The facility is essentially a covered open-air building. It is the ideal venue for casual or down-home type functions. It is heated and there are fans for summer use. It is not a sealed building; you may encounter bugs or rodents.
13. Renters are responsible for any damages incurred to the facility or facility property during use. The facility assumes no responsibility for accidents occurring on/off premises during rental events, including, but not limited to events involving the sale of alcohol. Renters assume complete responsibility for all liable actions that may result from any occurrences of said events. The Bear Town Exchange holds itself/themselves harmless for any action, injuries, etc., resulting from the rental event. The Exchange reserves the right to refuse rental to any applicant.
14. No BBQ grills are to be used or stored inside the building. The flags and banners inside the facility are permanent and are not to be removed. Replacement cost of New Bern Flags is \$75.00 each and will be deducted from deposit.
15. Vendor signs are NOT allowed outside of vendor's assigned space.
16. At the discretion of the Exchange manager, items deemed of inferior or unsanitary quality CANNOT be sold and will be ordered removed from the Exchange by the manager.

17. Vendors must not hawk their wares or approach or call out to buyers who are at another location or another vendor's space.
18. The use of profane, abusive, inappropriate, or discourteous language, alcohol (unless a permit has been issued to sell), illegal drugs or controlled substance (without a valid prescription) in the Exchange area is prohibited and will result in immediate expulsion from the Exchange area.
19. Vendors set their own prices. No collusion on the part of vendors to fix or establish prices of the commodities offered for sale will be tolerated or permitted.
20. All City, County, State and Federal laws must be observed, and each vendor is responsible for acquiring applicable license or permits prior to selling (specifics listed for each category). A copy of license, permit or exclusion certified statement must be attached to application and a copy of license, permit or certified statement must be publicly displayed in vendor's space. This includes vendors for profit selling hot food. Hot and cold tastings do not need approval.
21. Any food vendors must be licensed and outside the building. There is to be no food sales inside the building.
22. **Bear Town Exchange items do not require a sales tax certificate.** If a person is only selling his/her own household personal property and provides a certified statement attesting to that fact to the Bear Town Exchange operator, then a Certificate of Registration is not required. (See page 2, fill out and sign).
23. Scales or units of measure must be types approved by City, County, State, or Federal regulation, approved by NCDA inspector, and inspection sticker must be visible.
24. New Bern-Craven County Exchange facility is designated "pet free except for service animals" and the facility and surrounding Exchange property is designated "smoke/tobacco free."
25. Non-adherence to Exchange Guidelines may result in forfeiture of selling privileges. Violations must be documented by management with name, date, infraction/s listed in duplication with copy to vendor, to BOD President, and to be retained by management. Penalties: 1. Warning 2. Suspension for one week 3. Suspension for one month 4. Suspension for one year 5. Expelled! Cannot return to Exchange
26. Upon the end of the Bear Town Exchange, you must clean and remove all items from your location. This includes all garbage and items on the floor. It should look the same way it did when you came in. Sweep up food and debris, etc. and mop any spills in your area.
27. DISCLAIMER OF LIABILITY: EXCHANGE MANAGEMENT DISCLAIMS ANY AND ALL WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EXCHANGE MANAGEMENT MAKES NO REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE NUMBER OF PEOPLE OR EXHIBITORS WHO WILL ATTEND THE EXCHANGE OR ANY OTHER ACTIVITIES OR FUNCTIONS OF ANY OTHER MATTERS, IN NO EVENT SHALL EXCHANGE MANAGEMENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST REVENUE OR PROFITS REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF EXCHANGE MANAGEMENT HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF SHOW MANAGEMENT EXCEED THE FEES PAID BY THE EXHIBITOR.

Noise ordinance for the City of New Bern

Sec. 26-66. - General prohibitions; loud, raucous and disturbing noise.

It shall be unlawful for any person or group of persons, regardless of number, willfully to make, continue, or cause to be made or continued, any loud, raucous and disturbing noise, which term shall mean any sound which because of its volume level, duration, and character annoys, disturbs, injures, or endangers the comfort, health, peace, or safety of reasonable persons of ordinary sensibilities within the limits of the city. The term 'loud, raucous and disturbing noise' shall be limited to loud, raucous and disturbing noises heard upon the public streets, in any public park, in any school or public building or upon the grounds thereof while in use, in any church or hospital or upon the grounds thereof while in use, upon any parking lot open to members of the public as invitees or licensees, or any occupied residential unit which is not the source of the noise or upon the grounds thereof.

(Code 1971, § 15-1(a); Ord. No. 1995-40, § 1, 7-25-95)

Sec. 26-67. - Prohibited noise activities.

The following acts are hereby declared to be public nuisances in violation of the above section, but the acts enumerated in this section shall not be deemed to be exclusive:

- (1)** The use or operation of any mechanical or electrical device, apparatus, or instrument to amplify, intensify, or reproduce the human voice, or to produce, reproduce, intensify, or amplify any other sound when the sound from such activity is clearly audible more than 100 feet from the device, apparatus, or instrument.
- (2)** The playing or operation of any radio, cassette tape player, compact disk player, or any other sound-producing instrument, device, or apparatus installed or located in a motor vehicle when the speaker volume is elevated to such an extent that the sound is clearly audible more than 100 feet from the vehicle. The provisions of this subsection shall apply regardless of whether the vehicle is traveling upon the streets of the city, parked on public or private property, or stopped in traffic.
- (3)** The sounding of any horn or signal device on any automobile, motorcycle, bicycle, bus, or other vehicle, except as a danger signal, so as to create an unreasonably loud or harsh sound, or the sounding of such device for an unreasonable period of time, or the use of siren horns on bicycles, automobiles, or other vehicles except upon automobiles and other apparatus of the police and fire departments or upon authorized emergency service vehicles.
- (4)** The playing of any radio, cassette tape player, compact disk player, phonograph, or mechanical or non-mechanical musical or sound-producing instrument in such a manner or with such volume that the sound therefrom creates a loud and raucous noise.
- (5)** The owning, keeping, or harboring of any animal or bird which frequently, or for continued duration, howls, barks, meows, squawks, or makes other sounds which disturb the reasonable comfort and peace of any person in the vicinity by creating a loud and raucous noise.
- (6)** The use of any automobile, motorcycle, or vehicle so out of repair, or so loaded, or in such manner or in combination with other vehicles as to create by virtue of its grating, grinding, or rattling sound, a loud and raucous noise.
- (7)** The blowing of any steam whistle attached to any stationary boiler, except to give notice of time to begin or stop work, or as a warning of danger.