



OUTER BANKS
tiny home
FESTIVAL

Outer Banks Tiny Home Festival

June 8-9, 2019
Soundside Event Site, Nags Head, North Carolina

Home Owner Application Form

Name:

Company:

Address:

City, State and Zip:

Email:

Phone:

Mobile:

Which category best describes the tiny home you will be showing at the Tiny Home Festival.

| | | | |
|-------------------|------------------|------------------------|---------------------|
| Commercial Built | THOW | Gypsy | DIY Built |
| Vintage Camper/RV | Bohemian Village | Skoolie/Bus Conversion | Boxtruck Conversion |
| Container Home | Other | | |

Tiny Home Description:

Tiny Home Dimensions:

Do you need electric? Yes No Electric Connection: 20AMP/15V

Note : Due to outlet limitations, please be sure to bring your own adapters. If you have other requirements for electricity, contact us.

Space Dimensions: 30' x 45': Each owner must provide their own table (s), chair (s), electrical adapters, canopy and any other furnishings you need or want.

Registration Deadline: January 7, 2019

Set Up: June 7, 2019 from 8:00 a.m. - 5:00 p.m.

Break Down and Removal: Must be complete by Monday, June 10, 2019 by 9:00 a.m.

Please email completed forms to Susan@outerbankschamber.com or mail to:
Susan Crow, Outer Banks Chamber of Commerce
PO Box 1757, Kill Devil Hills, NC 27948

Note: You will not be allowed to stay on the premises with your home. Complimentary accommodations will be provided at a local hotel for you and your family.

Free electric hook-up will be made available. You are responsible for the security of your tiny home or your belongings, so please be sure to lock up when left unattended. All applicants agree to provide an exterior and interior photograph of their tiny home.

By signing this form, you agree: (1) you are not a builder/vendor of tiny homes and you are not attending to promote the sale of a tiny home without prior written/signed approval (2) you agree to place the above described tiny home on exhibit at this event, (3) you agree to do so in a reasonable capacity, and without departing early prior to the event end time and date. You agree to behave in a manner appropriate for a family event and by not doing so you agree your tiny home and its occupants will be immediately removed from the premises.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, Owner and the Outer Banks Chamber of Commerce, each of them hereby agree as follows:

(1) Owner shall and does hereby agree to release, hold Outer Banks Chamber of Commerce harmless and indemnify Outer Banks Chamber of Commerce, its employees or agents, from all claims, liabilities, demands, expenses, taxes or assessments of any nature or kind, expressed or implied whether sounding in tort or in contract that may be asserted against Outer Banks Chamber of Commerce, its employees or agents, by any person, firm, corporation, governmental agency or taxing authority, that may arise out of any acts or omissions, active or passive, related to the Outer Banks Tiny Home Festival or from Owner participation therein except which arise from the gross negligence or willful misconduct of Outer Banks Chamber of Commerce.

(2) Owner shall also indemnify, defend (by counsel reasonably acceptable to Outer Banks Chamber of Commerce), protect and hold Outer Banks Chamber of Commerce, and each of Outer Banks Chamber of Commerce's partners, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys' fees) or death of, or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by Owner's participation in the Outer Banks Tiny Home Festival. For purposes of the indemnity provisions hereof, any acts or omissions of, or by employees, agents, assignees, or of Owner or others acting for or on behalf of Owner (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Owner.

(3) Owner acknowledges that each and every use of the Event, names, logos, mascots, titles, rights, designations, marks and trade or service marks authorized and/or owned by Outer Banks Chamber of Commerce registered or otherwise

represented in whole or in part, and any other officially created forms of symbolism denoting or identifying the Outer Banks Tiny Home Festival as notified by the Outer Banks Chamber of Commerce to Owner from time to time (hereinafter collectively "Marks") requires Outer Banks Chamber of Commerce's prior written approval. Owner shall only use the Marks for editorial and promotional purposes in order to promote the Outer Banks Tiny Home Festival and subject to obtaining the Outer Banks Chamber of Commerce's prior written approval. Owner shall provide samples of the intended use of the Marks to the Outer Banks Chamber of Commerce upon request for approval.

(4) Owner shall not use the Marks in any manner contrary to public policy or which could be considered to be deceptive or misleading, or which could compromise or reflect unfavorably upon the good name, goodwill, reputation and image of Outer Banks Chamber of Commerce, its sponsors or any of the Event or which may result in a breach of this Agreement or which may jeopardize or limit the Outer Banks Chamber of Commerce's proprietary interests in the Marks and such use shall entitle Outer Banks Chamber of Commerce to terminate this Agreement immediately. Owner shall discontinue the use of the Marks immediately upon termination of this Agreement or receipt of written notice from the Outer Banks Chamber of Commerce that such use is not approved.

(5) Owner acknowledges the great value of the goodwill associated with and attached to the Marks and that such goodwill belongs exclusively to the owner of the Marks. Owner warrants that it will not during the term of this agreement or thereafter dispute or contest, directly or indirectly, Outer Banks Chamber of Commerce's ownership of or goodwill in the Marks. In the event that Outer Banks Chamber of Commerce determines to take action to enforce the Marks, Owner agrees to provide all reasonable assistance to Outer Banks Chamber of Commerce in any enforcement action, such as the prevention, control and settlement of any infringement of, or challenge to, the Marks.

(6) Owner shall ensure that any use of the Marks shall include all copyright notices and/or trade mark legend(s) in accordance with the instructions of the Outer Banks Chamber of Commerce.

(7) Owner shall not adopt or register, or begin to use any name, logo, trade mark or symbol or mark or designation which in Outer Banks Chamber of Commerce's opinion, includes or is confusingly similar to, or is a simulation or colorable imitation of or unfairly competes with the Marks.

(8) In the event Outer Banks Chamber of Commerce is required to enforce the terms of this Agreement, Owner agrees to pay all costs, including attorneys' fees, and to reimburse Outer Banks Chamber of Commerce upon demand for any expense or claim which it may incur as a result of the herein described transaction.

(9) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

Additional Guidelines & Regulations:

1. Your Exhibit Space will NOT be reserved until this application is received and approved by the Outer Banks Chamber of Commerce. DEADLINE FOR APPLICATIONS is January 7, 2019.
2. Exhibitor will be provided a 30' x 45' space for your structure (s). Exhibitor must supply their OWN 10' x 10' canopy, tables, chairs, trash receptacles, etc. Be prepared for rain or shine.
3. Setup will be on Friday, June 7, 2019 from 8:00 a.m. - 5:00 p.m.
4. No Owner may break down before Sunday, June 9, 2019 at 6:00 p.m.
5. All structures must be removed from the property by Monday, June 10, 2019 by 9:00 a.m.
6. Outside alcohol is not permitted onsite.
7. A designated smoking area will be provided. Smoking is not allowed in tents per Nags Head Fire Chief.
8. The Outer Banks Chamber of Commerce reserves the right to deny applications at its sole and exclusive discretion.
9. Additional information may be obtained by calling 252.441.8144.

I understand and agree with the rules and regulations that are set forth in this application, and I understand that the Outer Banks Chamber of Commerce is not responsible in any way for damage, loss or theft to my business or my customers. I hereby submit my application for the 2019 Outer Banks Tiny Home Festival. I understand that my failure to follow all rules to the satisfaction of the committee may result in the closing of my booth.

I UNDERSTAND, AND HEREBY ACCEPT THESE TERMS, CONDITIONS AND REGULATIONS:

I Accept

Accepted By Full Name:

Signature

THANK YOU FOR YOUR SUPPORT OF THE OUTER BANKS CHAMBER OF COMMERCE!

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