



Blackland Prairie Festival Vendor Agreement

Date

Organization (please print clearly)

Contact Name

E-Mail Address

Phone Number

Fax Number

Mailing Address

City

State

Zip

Texas Sales Tax ID #

Cell Phone (during festival)

Where did you hear about this opportunity?

Description of Merchandise

Vendor Space Information

Number of 10 X 10 sets @ \$300.00 __Profit __Non-profit

Number of 20 X 10 sets @ \$400.00 __Profit __Non-profit

Vendor Initials

_____ Require use of electricity @ \$100.00

_____ I give BLPF permission to use photos, videos, and other images for marketing and advertising purposes

_____ There is a \$150.00 non-refundable reservation fee on the 10 X 10 set

_____ There is a \$200.00 non-refundable reservation fee on the 20 X 10 set

_____ Vendor Initials

Vendor Agreement

This Agreement entered into this _____ day of _____, 2009 by and between the BLACKLAND PRAIRIE FESTIVAL (BLPF) and _____ . (Vendor)

The mutual terms and covenants are hereby acknowledged by the BLPF and Vendor and do hereby agree as follows:

Terms: This Application is valid for the 2009 Blackland Prairie Festival, to be held on October 31, 2009 from 10:00 A.M – 8:00 P.M. No applications will be accepted after September 1, 2009.

Site: Vendor shall provide the goods and/or services set forth in this application for BLPF (“The Event”) to be held in the Downtown Plano areas of 15th Street and Avenue K in Plano, Texas.

Payment: Payment is due at the time the contract is turned in. The booth (standard) space includes area for one 10 X 10 vendor space, a Tent, one table, two chairs, and electricity is available at an additional fee of \$100.00.

Exemptions: Non-profit and Community associations such as Home Owner Associations and Charities are exempt from paying and are allowed one space per organization. Other requirements are still to be followed. **Community Association/HOAs:** Letter/Form acknowledging creation of association is required. **Non Profits:** 501c3 Status letter/Confirmation is required.

Location: Booth space is restricted to _____

Booth Space: Sponsors and vendors are prohibited from selling products/merchandise outside of their booth space. Violators will not have their rental refunded and will forfeit their booth space. Signs and Banners must be approved pre-event by BLPF and the City of Plano. All booths must meet Plano fire laws. Electricity and other booth needs require additional costs.

Assignments: The BLPF will assign booth space on a first come first serve basis.

Merchandise: Products/services must be appropriate for a 19th/20th Century Heritage event. All vendors and sponsors will be judged on a non-discriminatory basis and compatibility with the event’s mission theme. Food Vendors must hold a food service license with the City of Plano. All merchandise must be approved by the BLPF Board.

Health Permit: Vendor is responsible for obtaining and abiding to any and all necessary health permits and guidelines from the City of Plano, Texas. Health Permit is required for anyone selling food prepared or packaged. Bottled or canned drinks, food mixes, and spices also require a permit. Contact City of Plano Health Department.

_____ Vendor Initials

Employees: Vendor shall not employ any individual under the age of sixteen (16) years to work at The Event. Any individual under the age of eighteen (18) years working for Vendor at The Event shall do so only under the direct supervision of an adult. All employees of Vendor shall conduct themselves at all times in a manner acceptable to Blackland Prairie Festival Board of Directors.

Insurance: Sponsors and Vendors must show proof of insurance coverage purchased at their own expense to reserve booth space. Commercial General Liability is the Minimum Required. If you need insurance, contact: Safeco Insurance, 3611 14th St., Plano, TX 75074-7115, (972) 423-8021.

Food: Vendors serving food must also add to their insurance coverage the City of Plano, its' officers, agents, employees, and representatives as additional insured parties. The address for the Certificate is City of Plano, PO Box 860358, Plano, TX 75086-0358.

Fire Permit: Vendor shall be responsible for obtaining any necessary permits from the City of Plano Fire Department.

Vendor Assistance: A Boy/Girl Scout troop(s) and other volunteers will be available to help vendors, load and unload.

Additional Equipment: Vendor assumes by signing this agreement any liability in returning rented equipment. No vendor may check out until equipment is returned. Vendors will be charged for lost tables and chairs. Vendor may bring their own tables and chairs.

Lost/Recovery/Damaged item charges:

_____ \$100 Per table

_____ \$30 Per chair

_____ \$200 Per tent

Cancellation Policy: A \$175.00 cancellation fee will be required if vendor cancels less than 5 days before event and \$100.00 if electric service was requested.

Description of Vendor Space:

- One 10' X 10' Booth Space, tent, table, and 2 chairs – OR – one 20' X 10' Booth Space, tent, 1 table and 2 chairs
- One Banner Allowed, as approved by City of Plano and BLPF
- Logo and Link on Event section of the Blackland Prairie Festival web site

Vendors Agree to the Following:

- Vendors fee \$300.00 or \$400.00, depending on Booth Space
- Logo in EPS and JPG formats

_____ Vendor Initials

- Banner Pre-Approval

Initial: By initialing at the bottom of each page, you acknowledge and agree to follow the terms and covenants set forth in this agreement.

1. APPLICATION: Vendor Interest form, entry fee and photographs must be received no later than _____. Incomplete entries will not be accepted. Applicants will be notified of acceptance or non-acceptance no later than _____, at which time the vendor agreement must be submitted with fees.
2. ELECTRICITY: Electricity is limited and will be provided on a first come, first serve basis only to those vendors specifying it on their application. If using electricity, please bring at least a 100 ft. cord. Electricity is an additional \$100.00 per booth.
3. FOOD SERVICE PERMITS: A temporary food service permit will be required for all food vendors. Please contact the City of Plano Environmental Health Department at 972-941-7143.
4. The event will be held rain or shine. No refunds will be given due to weather or other unforeseen incidents. We consider your application and registration fee as a commitment to our show. There is no guarantee on the amount of sales at the event.
5. Vendors may not display, sell, or consume alcoholic beverages in any form.
6. Tents must be framed and supported by weights, not staked.
7. BLPF set-up times for drive-in unloading will be assigned to each Vendor by the Festival Event Coordinators, and will be strictly adhered to. Vendor must unload all materials that need to be transported by vehicle at the assigned set-up time. Emergency Vehicles must have access through the designated fire lane.
8. In the event Vendor misses assigned set-up time, he will not be allowed to bring trucks or trailers into his assigned booth location until all other Vendors have set up.
9. All set-up times will be between 07:00 A.M and 9:00 A.M. on Saturday, October 31, 2009
10. Load-In Pass is required and must be displayed by Vendor when entering the Festival area.
11. Except for those being used as a booth, all trailers and trucks must be driven off site by the end of the Vendor's assigned set-up time. No vehicles or trailers are allowed at the booth site except those vehicles or trailers serving as a stall or booth.
12. All Vendors are required to park cars, trucks, and trailers not serving as a stall/booth at the Vendor lot. Parking information, load-in passes, and instructions will be provided prior to the day of the Festival.
13. Vendor is responsible for all labor for and at his booth locations, including set-up and teardown.
14. Vendor is required to take reasonable care to avoid damaging City property in setting up and tearing down.
15. Vendor shall operate and maintain his booth sites between 10:00 A.M. and 8:00 P.M.
16. No Vendor may begin teardown before 8:00 P.M. on the day of the Festival. All Vendors must complete teardown by 8:00 P.M.
17. Festival personnel will inspect all Food Vendor sites at 9:00 A.M. on the day of the Festival.

_____ Vendor Initials

18. Vendor is responsible for maintenance and final clean up of booth site. The City provides dumpsters for the disposal of Festival trash and debris. Please look for these dumpsters on the Festival site and dispose of trash there. The Festival is not responsible for any trash removal. If Vendor's site requires additional clean up by Festival personnel, the Vendor will be billed for such costs.
19. Vendors are responsible for their own water requirements. Water hook-ups are not available.
20. Vendors will be assigned sites according to the arrangement that works best for the Festival as a whole and their power needs.
21. Vendors should bring a heavy-duty power cord or at least 100 feed, duct tape for fastening down the cord to minimize tripping hazards and a multi-tap power strip as well as any additional equipment they may require for hook-up.
22. SECURITY: The event organizers and its agents are not responsible for any loss, theft, or damage. There is no camping allowed. The vendor area will be secured and no entry will be granted for any reason without a security pass between 6:00 A.M. and 10:00 P.M., Saturday, October 31, 2009.
23. POLITICKING: No political signs or promotions are permitted at the participant sites at any time.
24. WEAPONS POLICY: No weapons of any kind are permitted, at any time, except by City of Plano law enforcement officers.
25. BUSINESS ACTIVITIES: All business or activities, for which the participant has rented space, must be conducted within the designated booth space only! No distribution, canvassing, flyers, nor vending of any kind may be done by strolling through the festival grounds unless the participant has contracted for such activities with the event organizers in advance.
26. INDEMNIFICATION: All participants agree to indemnify, defend and hold harmless the festival, operators and any of our sponsors, officers, employees, and agents from any loss, theft, damage, or injury to any person or property while taking part in the festival. Under no circumstances shall Blackland Prairie Festival be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond the event operator's reasonable control, including without limitation, equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, way, governmental actions, orders of domestic courts or tribunals, non-performance of third parties, or loss of or fluctuations of physical conditions, whether natural or otherwise.

AGREED AND EXECUTED as of this day, _____ of _____, 2009

The Blackland Prairie Festival

By: _____

Name: _____

Title: _____

Phone: _____

Address: _____

Email: _____

Exhibitor: _____

By: _____

(Signature)

Name: _____

Phone: _____

Address: _____

Emails: _____

_____ Vendor Initials