



CITY OF CONROE
PARKS AND RECREATION

CONROE KIDZFEST VENDOR APPLICATION

Returning 2018 vendors have first right of refusal through February 8, 2019.

Event Date: April 27, 2019

Application deadline March 22, 2019

Business/Organization Name _____

Applicant Last Name _____ First Name _____

Address _____ City _____ State _____ Zip _____

Primary Contact Number _____ Email (required) _____

Will you be selling items or services? Yes No

Description of products to be sold (**Retail Booth \$**): _____

Detailed description of items needing electricity (if applicable \$) _____

Type of Game/Activity (**Fun Booth**) Please describe in detail (*duplicate activities will be limited*) _____

Website _____ Facebook Page _____

Returning 2018 Vendor? Yes No **Websites and Facebook pages used for city website and app**

Location Request (returning vendors only; give name of street or booth assignment from previous year) _____

Booth Fees (\$20 non-refundable late fee if registering after March 22, pending availability)

Retail Vendor Booth Fee - \$100
(10'x10' space, no electric)

Fun Booth Vendor - \$25 Refundable Deposit*
(10'x10' space, no electric) (Activity; no retail)

Electricity - \$25 1-110 volts/15V (please give description above)
***Vendor must provide their own extension cord, no multi-plug outlets**

**Electricity is available for first come, first serve.
*Fun Booth vendors must pay a booth deposit of \$25 which will be refunded after the event.**

Submit completed form by deadline: March 22, 2019 To: City of Conroe, Attn: Sara Barcenas

PAYMENT INFORMATION

Please make checks payable to "City of Conroe" and

- 1) Mail along with your application to: City of Conroe, P.O. Box 3066, Conroe, Texas 77305, Attn: Sara Barcenas
- 2) Fax 936-522-3915 or Email sbarcenas@cityofconroe.org
- 3) Drop off @ C.K. Ray Recreation Center, 1203 Candy Cane Lane.

For Credit Card Payments & Deposits:



Name on Card: _____

Expiration date: ____/____

Card number: _____

CVV/CVC: _____

Payments must be received within 72 hours of application.

Office Use Only

City Department: _____

Sponsor _____

Application Receipt Date: _____ Payment Receipt Date: _____ Returning Vendor: Y N Booth/Location Assigned: _____

Amount Paid: \$100 Retail Booth \$25 Fun Booth deposit \$25 Elec Cash Chk # _____ CrCrd FUN RETAIL

VENDOR BOOTH AGREEMENT
City of Conroe KidzFest - April 27, 2019

- **Festival hours- 10am to 5pm.** Booth will be “manned” and operational during the festival hours; failure to comply will forfeit your deposit (fun booths)* and affect your opportunity to participate in future city events.
- **“Force Majeure” policy in effect.** Refunds will only be given for electricity fees.
- **Location requests will be considered first for returning vendors, second for new vendors.** Placement is at the discretion of the festival.
- **Booth Set Up-** Unloading of bulk supplies (tables, chairs, tents, supplies, etc.) will be on Friday 5:30-8pm; or on Saturday morning 7am-8:30am. All vehicles must exit the festival area by 8:30am. **Booth set up must be completed by 9:30am.**
- **Booth give-away or retail consumables** must not conflict or duplicate consumable products available through Food/Retail Vendors.
- **Booth breakdown-** begins at 5:15pm. No vehicles will be permitted inside the festival area until 5:30pm.
- Vendors may not use fireworks, toy guns, silly string, poppers, sparklers or other explosive items.
- **Vendors are responsible for containing and disposing their trash,** leaving their site free of debris at the end of the event.
- **First come, first served-** Booth space applications are accepted and assigned on a first come, first served basis. Festival organizers will place vendors in the best interest of the festival.
- **No strolling vendors allowed-** All participants must occupy the space assigned during the event.
- **Booth activities** must remain within the confines of your 10x10 booth space. Activities may not stretch across walking pathways or interfere with other booths and or traffic flow of festival goers.
- **Liability-** City of Conroe, staff, and volunteers assume no liability for any loss, financial or otherwise, due to the operation of a vendor booth; and make no guarantee with regards to the number of anticipated or actual participants at the event; and assume no responsibility for theft, damages, or injury before, during, or after any aspect of the event.
- **48 hour advance notification-** Vendors agree to notify the Vendor Coordinator within 48 hours of the festival date if unable to participate in the event via email to sbarcenas@cityofconroe.org and via telephone at 936-522-3901. No refunds.
- **Cancellations-** no refunds will be given **after April 12th.**
- **Late Arrival/Early Departure:** Vendors will not be allowed to unload or pickup at a gate or entrance. This causes unnecessary congestion.
- **Late Registrations:** Late registrants may not make it into printed materials or the app if registration not completed before deadline.
- **Remind Updates:** text the message **@kidzfest** to the number **81010** for updates before and during the event. Sign up as “parent.”
- **Weather-** The event shall be considered a “go” until weather conditions predicate cancellation for safety and/or comfort; conditions may include but are not limited to high winds, lightening, heavy rain, and hail. No refunds for cancellations once the event has started. Be prepared to have proper tie downs for your tent/booth.
- **Rules and Policies-** Failure to comply with the rules and policies set forth in this vendor agreement will affect your opportunity to participate in future city events.
- **Family Event-** This event is intended for families and individuals to have a day of fun; the City, staff, and event organizers retain the right to reject applications for any vendor who proposes to engage in any type of activity considered to be offensive, immoral, or unethical through any displays of graphics, written word, music, or otherwise; The City, staff, and event organizers reserve the right to close down any vendor who engages in any type of activity considered to be offensive, immoral, or unethical through any displays of graphics, written word, music, or otherwise. No refunds.

Direct Specific Inquiries To:

Sara Barcenas, **Vendor Coordinator:** sbarcenas@cityofconroe.org 936-522-3901
Mike Cantu, **Food Vendor Coordinator:** mcantu@cityofconroe.org 936-522-3903

HOLD HARMLESS AND AGREEMENT:

I hereby release, indemnify, hold harmless, and agree not to seek legal action against the City of Conroe and their respective officers, agents, contractors, and employees (“Indemnified Parties”) for any death of or injury to any person, any damage to or loss of personal property, any claims, liabilities, expenses or judgments, arising out of or in connection with, my participation in the City of Conroe KidzFest from whatever cause, excepting only those damages, claims, liabilities, expenses or judgments arising out of the sole negligence or willful misconduct of the Indemnified Parties. In consideration of being permitted to participate in the Festival, I hereby agree, for myself, my heirs, administrators, executors, and assigns, that I shall indemnify, defend, hold harmless and pay any judgments against the Indemnified Parties from any and all claims, demands, actions, suits and damages, whether for death, injury or property, damage, loss or arising out of or in connection with my participation in the Event.

*I agree that all demonstrations and exhibits may be photographed for publicity purposes.

*If the terms of this agreement are violated, the Vendor/Exhibitor agrees that the FESTIVAL may immediately revoke all of the rights of the Vendor/Exhibitor, their agents and their employees to booth space without refund or financial remuneration

*I agree to be present the entire day of the FESTIVAL, Saturday, April 27, 2019, from 10 a.m. - 5 p.m.; provide my own tables/chairs/tents w/ tie downs.

*Fun Booth Vendors shall forfeit \$25 deposit if booth has been broken down and empty before 5pm, the day of event.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AGREE TO THE HOLD HARMLESS AND AGREEMENT, AND AM AWARE THAT IT REPRESENTS A FULL RELEASE OF ALL LIABILITY. MY SIGNATURE IS OF MY OWN FREE WILL.

PRINT NAME _____ SIGNATURE _____ DATE _____

Please retain a copy for your records