



Kenedy Chamber of Commerce
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BLUEBONNET DAYS FESTIVAL
MAY 5th & 6th, 2017

CRAFT VENDOR CONTRACT

Absolutely NO MULES, 4-WHEELERS, GOLF CARTS, etc. may be used on festival grounds by festival vendors, attendees, exhibitors, cook off participants, or others. (Only exception is Bluebonnet Days Staff & Security vehicles.)

NAME: _____ PHONE: _____

ADDRESS: _____ CELL: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____ *TAX ID: _____

*Tax ID is required as the Texas Comptroller may be present at festival and can request ID at any time.

DESCRIPTION OF PRODUCTS SOLD: _____

CIRCLE ONE: Inside or Outside **CIRCLE ONE:** 10'x10' or 10'x20'

CONTRACT & PAYMENT IN FULL ARE DUE BY APRIL 21ST, 2017

TOTAL CONTRACT RENTAL-OUTSIDE:	\$50.00	(\$50.00 10'x10' Space Fee)
TOTAL CONTRACT RENTAL-OUTSIDE:	\$90.00	(\$90.00 10'x20' Space Fee)
TOTAL CONTRACT RENTAL-INSIDE:	\$60.00	(\$60.00 10'x10' Space Fee)
TOTAL CONTRACT RENTAL-INSIDE:	\$110.00	(\$110.00 10'x20' Space Fee)

ELECTRICAL OUTLETS MAY BE PROVIDED FOR AN ADDITIONAL \$15.00 EACH. THIS WILL BE STRICTLY ENFORCED!

Wattage Required (If unknown, please describe what equipment needs power): _____

To Be Completed by Festival Representative:

Booth Fee: _____ Extra Electrical Outlet Fee: _____ Total Payment: _____

Payment Type: _____ Date Accepted: _____ Festival Representative: _____

ITEMS TO BE SOLD, EXHIBITED OR GIVEN AWAY:

CONTRACT MUST BE RETURNED WITH FULL PAYMENT BY APRIL 21ST, 2017 OR YOUR SPACE IS AT RISK TO BE RELEASED! ANY APPLICATIONS THAT HAVE NOT BEEN MADE BY THE 21ST WILL NOT BE ACCEPTED. PAYMENT WILL INCREASE BY 50% IF CONTRACT IS NOT SIGNED OR PAYMENT IS NOT MADE BY THE 21ST OF APRIL.

The Association/Festival and the Individual, for and in consideration of the premises and other good and valuable consideration, by each of the parties here to the other in hand paid, the full receipt and sufficiency of which are hereby acknowledged and confessed, have and by these presents do covenant and agree as follows:

1. **FORFEITURE:** All money paid shall be **RETAINED** by the Kenedy Chamber of Commerce in the event Individual fails to fulfill or violates any terms of this Contract or **WITHDRAWS** from the Bluebonnet Days Festival for any reason.
2. **LOCATION:** Designated space will be assigned the day of event after check in. Said space shall not be used for any purpose nor shall any goods, wares, merchandise, food or beverages be sold, distributed or dispensed in, on or from said space other than those specified under items above without written permission and consent of the **VENDOR COMMITTEE CHAIRMAN**. Nor shall any advertising or other promotional material be distributed there from unless so provided above under items.
3. **SECURITY:** The Bluebonnet Days Festival provides security during festival hours, however, they are not responsible for the security of individual vendor booths and products. Vendors are responsible to secure their own booths, supplies and equipment at night.
4. **TERM:** The term of this contract and lease shall be during the dates above named. This lease shall terminate at the end of the last day of Bluebonnet Days as above indicated. It is expressly understood the **INDIVIDUAL** named herein shall be ready for operation by 7:00pm Friday the first day of the Festival and remain intact until the end of the day's festivities. Also, **INDIVIDUAL** shall be ready for operation by 10:00 am Saturday, the last day of the Festival and remain intact until 11:00 pm Saturday. No vehicle shall be allowed on the concession midway during each day of the Festival during the periods of Friday 6:00pm till 12:00am and Saturday 8:00am till 12:00am. All material and property of **INDIVIDUAL** shall be removed at expense of **INDIVIDUAL** by 1:00am Sunday, the 1st day following the last day of the Festival. All materials and property remaining after such time shall be at **INDIVIDUAL'S** risk, and such property being considered as abandoned and may be removed by anyone; however, if so removed by the Bluebonnet Days or its agents, the costs of such removal shall be charged back to the **INDIVIDUAL** as an expense and **INDIVIDUAL** agrees and consent to such liability not to exceed an amount equal to that of said space rental.
5. **RENTAL:** The parties hereto agree that the Festival shall receive as rental for said space the amount named above by **TOTAL RENTAL**.
6. **RESTRICTIONS:** The Bluebonnet Days Festival and/or it's representatives reserve the right to the sales of ALL ALCOHOLIC BEVERAGES. The sale of any type of fireworks (including noise makers, cracker balls, cap guns & caps, stink and/or smoke bombs, etc.) water filled items (water balloons, water guns, etc.), silly string, vanishing ink, potato guns, tobacco paraphernalia, weapons, laser items, items of obscene/lewd in nature or those things deemed offensive by the Kenedy Chamber of Commerce and **ARE ABSOLUTELY FORBIDDEN!** Religious or Political solicitation is strictly prohibited in or around the premises of the Bluebonnet Days Festival.
7. **CONDITION OF EMPLOYEES & PREMISES:** Concessionaire or Exhibitor shall be responsible for the personal appearance of all personnel employed by the concessionaire or exhibitor in the operation of the concession or exhibit. **INTOXICATION** of or the **USE OR POSSESSION OF DANGEROUS OR NARCOTIC DRUGS** by the Concessionaire, Exhibitor or Employees of either during operating hours shall be sufficient cause for immediate and summary cancellation of this agreement. Concessionaire or Exhibitor shall keep a reasonable area adjacent and in close proximity to the location **CLEAN and FREE OF DEBRIS or REFUSE** at all times. Every concession or exhibit shall be constructed in a neat and orderly style, and kept clean by the **EXHIBITOR/CONCESSIONAIRE** during the entire period of the

Festival. Any refuse or trash should be placed in a box, can or container PROVIDED BY THE INDIVIDUAL (CONCESSIONAIRE OR EXHIBITOR).

8. **ACTIVITIES: INDIVIDUALS** must confine all exhibit or concessionaire activities to the limits of the space allotted to them. Sales people and demonstrators are prohibited from operating or extending their activities in to the Festival grounds.
9. **FREE DRAWINGS:** Drawings for prizes must be approved through and under the supervision of the **VENDOR CHAIRMAN** of the Bluebonnet Days Festival.
10. **SOUND AMPLIFICATION:** Sound devices shall not be used without special written permission from the **VENDOR CHAIRMAN**. If such permission is granted, it is with the express understanding that the **INDIVIDUAL** shall regulate the sound, music or voice amplification as instructed by said **VENDOR CHAIRMAN**. It is further understood and agreed that all recorded music used by the **INDIVIDUAL** shall comply with all copyright and jurisdictional regulations at no cost to the Festival.
11. **UTILITIES:** All wiring and electrical installations, excepting existing facilities if such be so provided shall be furnished and/or installed by and at the cost and expense of **INDIVIDUAL**, should *existing electrical facilities* be provided, then such **shall be for operation of the LEASED SPACE ONLY** and **NOT** for any **MOTOR HOME or TRAVEL TRAILER situated inside or outside such space**. **ANY VIOLATION SHALL IMMEDIATELY SUBJECT SAID INDIVIDUAL TO LOSS OF SAID ELECTRICAL FACILITIES BEING FURNISHED BY THE FESTIVAL**. By providing said electrical facilities, only 20 amperes for the aforementioned **SPACE ASSIGNMENT** shall be provided **INDIVIDUAL**, and any excessive use shall automatically result in loss of said electrical facilities being furnished by the Festival, and/or termination or cancellation as herein provided and agreed to between Festival and Individual(Concessionaire or Exhibitor). **INDIVIDUAL** shall provide electrical cord heavy enough to carry current usage of said **INDIVIDUAL**. Additionally, Festival shall charge back to **INDIVIDUAL**, as determined by the **VENDOR CHAIRMAN**, any excessive use of electrical facilities and said **INDIVIDUAL** shall cease use of said excess.
12. **LIABILITY:** The **INDIVIDUAL** hereby undertakes and agrees to save and keep the Kenedy Bluebonnet Days Festival and the Kenedy Chamber of Commerce harmless from and against any and all loss, cost, expense, liability or damage and any all claims, demands, or liability by or to the public or employees of the Festival or others on account of or loss of electrical facilities, operating, dismantling of or removing from the premises and/or Festival grounds of equipment or structure named herein. In no event shall the Festival be liable for any loss, damage or injury to customers or patrons of the **INDIVIDUAL** by reason of the operations of **INDIVIDUAL** hereunder or for the loss of any equipment, furnishings or other property or supplies of the **INDIVIDUAL**, its customers or patrons, which may be stolen or destroyed, whether due to the theft, burglary, malicious mischief, fire, windstorm, hail or other elements of nature, loss or malfunction of electrical current, facilities or other equipment or otherwise during the term thereof.
13. **CANCELLATION:** It is further agreed and understood that the Kenedy Chamber of Commerce reserves the right to cancel this contract if in its judgment the business or exhibition carried on by the **INDIVIDUAL** or the manner of conducting same is objectionable or not as represented at the time of making of the **CONTRACT** and to have property of the **INDIVIDUAL** removed from the grounds of the Bluebonnet Days Festival and all payments previously made under this **CONTRACT** shall be forfeited. The **INDIVIDUAL** covenants and agrees that in the event of such cancellation, the Festival shall not be held liable for any damages and **INDIVIDUAL** shall have no recourse whatsoever against the **FESTIVAL**.
14. **OPERATING REQUIREMENTS:** All supplies delivered to the **INDIVIDUAL** by vehicle of any kind shall not be delivered during period of operation described above. Under no circumstances shall **INDIVIDUAL**, his agents, employees or delivery vehicles be allowed to drive to **INDIVIDUAL'S** stands during the designated times of operation. All items sold or offered for sale by **INDIVIDUAL**, his agents or employees, must be within the confines of the space assigned above and shall be represented to the public.
15. **COMPLIANCE WITH RULES & LAWS GENERALLY:** **INDIVIDUAL** further agrees to comply with all rules, orders and regulations which may be prescribed by the Festival and with all Federal and Municipal Laws, Ordinances and Regulations event though same are not herein specifically set forth. Specifically, but not by way of limitation, the following is directed by the Festival: **NO GLASS CONTAINERS** shall be allowed within the Festival area at any time.

16. TERMINATION: It is mutually agree that this agreement shall be and is a personal agreement by and between the Festival and INDIVIDUAL and shall not inure to the benefit of INDIVIDUAL'S being, personal representatives, successors or assigns and in the event of the death of the INDIVIDUAL or dissolution thereof, during the term of the Agreement it shall automatically terminate. It is further agreed that INDIVIDUAL does not have the right to assign this agreement or any of the privileges granted herein or sublet any of the space herein above described. The Festival reserves the right to cancel this agreement, if in its own judgment, the INDIVIDUAL'S activity is mismanaged, excessive use is made of electrical facilities, or due to lack of personal attention, unnecessary disturbances, intoxication or the use or possession of dangerous or narcotic drugs on part of INDIVIDUAL or Employees of same, discourtesies or improper conduct as rent shall be automatically forfeited. All notices herein provided are to be given to the INDIVIDUAL in writing by hand delivering same or by mailing to the address of the INDIVIDUAL specified herein. All notices to be given the Festival may be served only my mailing same by registered mail to the Kenedy Chamber of Commerce at the address listed above.

17. DEFAULTS: In the event the INDIVIDUAL shall be in default in the payment of any sums payable to the Festival hereunder or in the performance of any of the covenants and conditions hereof and shall fail to correct and rectify any such default within twelve (12) hours from the receipt of written notice thereof from the Festival, or if the INDIVIDUAL shall be adjudicated bankrupt, or make any assignment for the benefit of creditors, or if all or any portion of the equipment and property of the INDIVIDUAL used or useful in the performance of this agreement shall be sold under execution or their legal process the Festival may enter upon said location and again have and repossess the same as if this agreement had not been entered into and shall thereupon have the right to terminate this agreement without prejudice, however, to the right of the Festival to recover all sums due and payable to the date of such entry, and the Festival shall have a first, prior and superior lien upon any and all of the equipment or property of the INDIVIDUAL used or useful in connection with the performance of this agreement in order to secure the full payment of all sums due to Festival by INDIVIDUAL hereunder. In the case of returned checks due to insufficient funds there will be a collection processing fee of \$35.00 in addition to the amount of the check. Vendors with Returned checks that require legal action to collect will be liable for legal fees plus the collection fee should this action be necessary.

18. NONDISCRIMINATION: INDIVIDUAL agrees that in conducting its operations hereunder it will not discriminate against any employee, applicant for employment, customer or patron due to race, creed, color, national origin or sex.

19. RELOCATION: It is further agreed that the Kenedy Chamber of Commerce reserves for itself, and for the benefit of any MUNICIPALITY, the right of the Kenedy Chamber of Commerce Board of Directors and the Festival, itself, to require any INDIVIDUAL to move its concession or exhibit to some to other location, if it will be (in the opinion of the Festival) to the best interest of the Festival to require this to be done, and such reservation shall extend to require the surrender of said location by the INDIVIDUAL in the event that the Festival cannot find suitable location for the INDIVIDUAL.

20. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all other agreements between the parties, oral or written, relating to the subject matter of this agreement.

THIS AGREEMENT IS NOT SUBJECT TO AMENDMENT OR REFORMATION EXCEPT BY WRITTEN AGREEMENT.

21. SPECIAL PROVISION: ANY REVISION, ADDITIONS, PROBLEMS OR PERCENTAGES TO THE CONTRACT SHALL BE APPROVED BY VENDOR CHAIRMAN OF THE BLUEBONNET DAYS FESTIVAL.

IN WITNESS THEREOF, THE ABOVE AGREEMENT IS SIGNED BY ALL PARTIES HERETO IN KENEDY, KARNES COUNTY, TEXAS.

(Sign & return this contract with proper & full payment. Please correct any inaccuracies. A completed copy of the contract will be returned.)

INDIVIDUAL _____ DATE _____

FESTIVAL REPRESENTATIVE _____ DATE _____