



HOLIDAY MARKET

APPLICATION/CONTRACT FOR CRAFT BOOTHS

Parks & Recreation Department
2701 Cypress Point Drive
Missouri City, TX 77459

Deadline for submitting application:
November 15, 2019

Dear Potential Vendor:

The Missouri City Parks and Recreation Department invites you to participate in the Holiday Market that will be held from 4:00 – 9:00 pm on Friday, December 6 at the Community Center Auditorium located at 1522 Texas Parkway, Missouri City, Texas 77489.

All potential vendors must read and abide by the rules and regulations set forth in this document. To participate, vendors must send in samples of their work via photo and a completed application along with booth fees by **Friday, November 15, 2019**. Due to limited space, applications received after the deadline or that do not meet our requirements/needs are subject to refusal.

The booth fee will be returned to those artists not selected for the show. All booth fees will be deposited upon acceptance to be a vendor in the Holiday Market. In the event of withdrawal, the booth fee will not be refunded. No commission will be taken on sales.

The following items must be completed and enclosed for the application to be considered:

1. Completed Application Form with signatures/initials.
2. High-resolution photo of sample of work
3. Booth Payment

Incomplete forms will not be accepted. Fair officials reserve the right to reject vendors. The Holiday Market is an indoor event; there will be no refunds or rain out dates.

Vendors must be available for **set up on Friday, December 6th between 10:00 am and 3:00 pm**. No early set up will be allowed. **Breakdown will immediately follow the event at 9:00 pm**. Vendors must stay set up until the conclusion of the event.

Application and fee are for **booth space ONLY**. Vendors are required to bring tables (maximum of 3) and two chairs along with all needed supplies. Failure to comply with this requirement will result in the vendor being asked to leave the event without receiving a refund. Booth assignments and parking passes will be given to vendors upon check-in during the designated time on Friday.

Mail or drop off your completed application form with signatures/initials to Parks & Recreation, 2701 Cypress Point Drive, Missouri City, TX 77459; fax to 281-403-8649 or email to Daniele.Stewart@MissouriCityTX.gov. For questions regarding this application, please call 281-403-8634.

Sincerely,

E. Daniele Stewart
Recreation Specialist
281-403-8634
Daniele.Stewart@MissouriCityTX.gov

VENDOR APPLICATION

This application/contract is made between Missouri City Parks & Recreation and:

Contact Name: _____ Organization: _____
Mailing Address: _____

City State Zip
Phone: _____ Cell Phone: _____
Email (Required): _____

Craft Vendor Fee: \$30 for a 10'x10' booth space

Craft Items: Please list the items you would like to sell

Please email all samples of work and setup to Daniele Stewart at Daniele.Stewart@MissouriCityTX.gov

Booth Space: All craft vendors will receive a one 10'x10' space, no exceptions. Vendors are required to bring all of their supplies. Electricity will be available for vendors who request it below. Vendors who have been approved for electricity must bring their own 100' extension cord. Booth spaces will be selected by the event staff based on a first come, first serve basis and what best fits the goals of the event.

I agree bring my own tables (maximum of 3), 2 chairs, and all other supplies. _____ (initial)

I agree to park my vehicle and any vehicles associated with my booth in the designated spaces. _____ (initial)

I will need electricity for my set up and I agree to bring a 100' extension cord). _____ (YES) _____ (NO)

Payment Information (cash, check, credit/debit)

Name on Credit Card: _____ Type of Credit Card: _____

Credit Card # _____ Expiration: ____/____ CVV: _____

My signature acknowledges that I have read the application and will only sell those items I have listed above otherwise Missouri City has the right to tell me to leave without a refund. I will be present at my booth and my booth will be open all advertised hours of the Fall Craft Fair. I agree to follow all rules and regulations set forth by fair staff and understand that failure to do so can result in immediate expulsion without refund. I will have no illegal substances or weapons in my possession or in my booth or vehicle during the fair.

Signed: _____ Date: _____

OFFICE USE ONLY

Received Date: _____ Received By: _____ Accepted: _____ Rejected: _____

Fee Paid: \$ _____ Receipt #: _____ Booth Number: _____

Notes:

VENDOR AGREEMENT / HOLIDAY MARKET

Vendor Rules & Regulations

1. The Holiday Market will be held at the Community Center Auditorium (1522 Texas Parkway, Missouri City, TX 77489) from 4:00 – 9:00 pm. Vendors also agree to be on-time during set-up and agree that they will be refused entrance into the venue if they arrive after the specified set up time with no refunds to be given.

SET UP TIME: Friday, December 6 from 10:00 am – 3:00 pm. Vendors must be ready for business no later than 3:30 pm. All vendors must be cleared out of the auditorium by 10:00 pm.

BOOTH SPACES: Each vendor will receive a 10' x 10' space. Vendors agree to bring their own tables (maximum of 3) which must be draped on all sides at least 2 chairs and all other supplies.

2. **Electricity is provided for vendors if they notify it on their application.** Vendors using electricity must bring a minimum a 100' extension cord.
3. Vendors are responsible for their own finances. No change will be made on site.
4. Vendors are responsible for containing their trash and leaving their site free of debris at the end of the fair.
5. Spaces are assigned and placed on a first come, first serve basis.
6. Fair officials reserve the right to reject vendors.
7. There are no refunds after the application has been accepted.
8. All entry fees will be deposited immediately upon receipt. Artist applications will be reviewed as they are submitted.
9. Email: Please note that all communication will be sent to you electronically. Please provide an accurate email address for communication to be sent to.
10. No ALCOHOL may be consumed during the fair.
11. Exhibitor is responsible to collect and report own sales tax.
12. Vendors must remain with the prices set on their items. No “percent off” or discount on prices are to be initiated during the fair. This creates an expectation set by the customers for other vendors to also go down on their prices and creates an atmosphere contrary to the event’s goals.
13. Unacceptable to show: Decoupage, commercial photographs, mass produced jewelry, manufactured bags or belts, non-original or kit work, any commercially produced clothing.
14. Exhibitors may not display any sponsorship or third-party signage in their space.
15. If vendor is found to be selling items not listed on this application, booth will be subject to closure without a refund. All items must be handcrafted or hand painted by the vendor. No resale items allowed. No commercially produced jewelry or clothing allowed.
16. All participants must occupy the space provided during the event. No “mobile” vendors allowed.
17. Vendors agree to notify the Parks and Recreation office immediately if for some reason they are unable to participate in the event.

18. Missouri City Parks & Recreation assumes no liability for any financial loss due to the operation of a vendor booth and makes no representation in regards to the number of event participants.

19. Final instructions will be sent via email one week prior to the event.

INDEMNITY: VENDOR agrees to provide services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the VENDOR'S trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and VENDOR'S performance. VENDOR shall and does hereby agree to indemnify and hold harmless the CITY, its officers, agents, and employees from any and all damages, loss or liability of any kind, whatsoever, by reason of death or injury to property or third persons caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of VENDOR, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Agreement, and VENDOR will, at its cost and expense, defend, pay on behalf of, and protect the CITY and its officers, agents, and employees against any and all such claims and demands. Such indemnity shall apply where the suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arise in whole or in part from the fault of VENDOR.

Force Majeure. Neither VENDOR, its suppliers nor CITY will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of VENDOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If VENDOR is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, CITY may cancel the services order without penalty.

VENDOR

Signature

Company Name

Printed Name/Title

Date