

# Vendor Information and Application

Fees: 10 X 16 \$30.00 with electricity \$40.00

All spaces are outside

Set up times – Saturday morning from 6:30 am to 8:00 am

All vendors must be set-up and ready to conduct business by Saturday, September 25<sup>th</sup>, 2010 at 8:00 am. All vendors must be out on Saturday, September 25<sup>th</sup>, 2010 at 7:00 pm.

## Rules:

1. Accept location assigned
2. You are responsible for sales tax
3. Sell items listed on your "Vendor/Exhibitor Application Form".
4. No refunds for any reason, any cancellation, removal for cause or act of God.
5. No drug related paraphernalia will be displayed or sold. No obscene material.
6. No exclusions will be granted. (We will limit certain items, so get your application in early)
7. You may set up and tear down at specified times only.
8. The total amount of your exhibit space is due with the return of your signed "Vendor/Exhibitor Application Form".

## Terms and Conditions

We the undersigned do hereby apply for the reservation of vendor space in Pioneer Days, September 25, 2010. When executed by both parties, this agreement shall constitute a binding agreement between Pioneer Day Committee, who agrees to rent to the undersigned Vendor, and the undersigned Vendor, who agrees to rent from the Pioneer Day Committee, the vendor space, on terms contained herein. Vendor agrees to abide by all Vendor Rules & Regulations. Vendor understands that booth space allocation shall be at the discretion of the Pioneer Day Committee and that this Agreement shall be legally binding between the Pioneer Day Committee and the Vendor upon acceptance by the Pioneer Day Committee. Vendor understands and agrees that any change in the information on this Agreement must be made in writing to the Pioneer Day Committee.

**Payment deadline of September 1st, 2010.**

**If not paid by that date, spaces will become open to those on the waiting list.**

Neither Pioneer Days Committee (its partners, representatives, employees, volunteers, official sponsors, and official contractors), nor the facilities it leases ( their representatives and employees) will be liable for the safety of a vendor's property, the vendor's agents or employees from theft, damage by fire or any other cause. Vendor , for itself, its directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests, or contractors and their personal representatives, assigns, heirs and next of kin ( herein referred to as "Vendor") hereby releases, waives, discharges and

covenants not to sue the Pioneer Day Committee or City of Collinsville, their directors, officers, employees, volunteers, agents, representatives, servants, licensees, invitees, patrons, guest, or contractors ( herein referred to as "Releasees") and each of them, from all liability to Vendor for any and all loss's or damages, and any claim or demands therefore on account of injury to the person or property or resulting death of Vendors arising out of or relating to the Pioneer Days , whether caused by the negligence of the releasees or otherwise. Vendor hereby agrees to indemnify, save and hold harmless the Releasees and each of them from and against any loss, liability, damage, or cost Releasees may incur from any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description ( including court cost and reasonable attorney fees) for injury to or any death of persons, and damage to any loss of property which are caused by, arise from or grow out of the acts or omissions of Vendor incident to the Pioneer Days , or from any breach by Vendor of any term or condition of this Agreement. Vendor hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Pioneer Days, whether caused by the negligence of Releasees or otherwise. Vendor hereby confirms that it holds adequate and current liability insurance.

**AT LEAST READ THIS PART**

Pioneer Days Committee and Collinsville Parks and Recreation has exclusive rights to all event novelties (i.e. event t-shirts, event pins, etc.)

Vendor shall comply with all Texas State Laws and Collinsville, Texas laws and local ordinances regarding the sales of specialty items. Knives, guns and fireworks are not permitted. At its discretion, Pioneer Days Committee reserves the right to prohibit the sale and /or display of any products it considers unsuitable and /or in poor taste.

Illegal drugs, drug paraphernalia, weapons, merchandise containing racial slurs, manufacture or copyright.

Infringements, obscenities or other offensive material will not be permitted and will be subject to confiscation by the Pioneer Days Committee, Collinsville Parks and Recreation or Collinsville Police Department. Merchandise designed to be passed off as event merchandise ( use of city, date, event name, trademarks, etc.) or which has this effect will not be permitted.

The undersigned agrees and understands that all applicable state and/or local sales taxes are the Vendor responsibility.

The use of generators is not permitted inside. They may be used outside in areas permitted only.

All Vendors with rigs and /or trailers to be displayed must arrive at the assigned time in order to be placed in the Vendor area assigned to them. Vendors will be notified in late September of their assigned time for placement. If the trailer or rig does not arrive at the time specified location at the assigned time, placement cannot be guaranteed and refund

will not be provided. For more information on this, contact Beth Cavin at 903-436-6314 or email at [beth.cavin89@yahoo.com](mailto:beth.cavin89@yahoo.com)

Cancellation of space: because of the low rate, there will be no refunds available for any reason at any time.

\* Denotes Required Field

I agree with above stated terms and conditions and I understand that my spot will be forfeited if I do not pay in full by September 1, 2010.

Name of Business\*:

Address:

City:

State:

Zip Code:

Business Contact Name:

Last\*:  First\*:

Phone Number\*:

Fax Number:

Email Address:

Products Being Sold\*:



