



HOMETOWN CHRISTMAS

VENDOR APPLICATION

Business Name: _____

Contact Name: _____

Contact Number: _____

Address: _____

Email: _____

City, State, Zip: _____

Texas Sales & Use Tax ID #: _____

What will you be selling? _____

You are responsible for obtaining proper licensing, permits or certificates if required. (ie. food, plants, etc. require specific permits and certificates) PLEASE NOTE: You will need proper permits from **CHEROKEE COUNTY**.

Please select type of booth you are requesting. Spaces are limited and are reserved on a first come, first served basis.

- 12 x 12 space, no electricity - \$20.00 per day
- Food Vendor - \$60.00 per day – Must have a current food license from Cherokee County Health Department. No electricity or water will be provided.

Payment may be made by one of the following:

- **Check – payable to Rusk Chamber of Commerce, drop off at the office or mail to PO Box 67 Rusk, TX 75785**
- **Paypal - @ruskchamber**
- **Cash – drop off at the office or mail to PO Box 67 Rusk, TX 75785**

****Vendor space is not reserved until payment, application and waiver are received. ****

THE IMPORTANT STUFF:

- Payment must be made before setting up. Check-in starts at 8:00 AM.
- Booth spaces are assigned.
- Vehicles must be moved from the vendor areas before 1:30PM.
- You must be onsite no later than 9:15 AM unless approved in advance.
- The event lasts from 10 AM until 6 PM, unless hours are changed by the Rusk Chamber of Commerce.
- All vehicles and merchandise must be removed by 8PM. Do not leave trash or merchandise behind.
- You are responsible for your own tables, tents, canopies, cash for change, etc. The Chamber of Commerce does not provide Wifi.
- You are responsible for operating your booth. The Chamber of Commerce will not handle sales or provide a cashier or sales machine.
- This event is rain or shine, no refunds. Cancellations must be made no later than 1 week prior to the event. Cancellations made within the week of the event or the day of the event are non-refundable.
- Should this event be postponed due to weather, the alternate date will be December 4, 2021, 10 AM – 6 PM.

I have read and understand and agree to comply with the Vendor Rules and Regulations.

Vendor Signature

Date

Vendor Printed Name



HOMETOWN CHRISTMAS

LIABILITY WAIVER

In consideration for participating in the Hometown Christmas event, which is sponsored by the RUSK CHAMBER OF COMMERCE, I hereby release, waive, discharge and covenant not to sue, and agree to hold harmless for any and all purposes, the Rusk Chamber of Commerce and their representatives from any and all liabilities, claims, demands, or injury, including death, that may be sustained by me or anyone working for me or my guests while participating in such activity, or while on the premises that is owned, leased, or controlled by the Rusk Chamber of Commerce, including travel to and from the event's activities, including injuries sustained as a result of the negligence of the Rusk Chamber of Commerce.

Vendor agrees that Vendor is solely responsible for any loss or damage to its property while the same is in transit to or from the event, or while Vendor's property is at the event. Vendor agrees that within the confines of the space(s) contracted for by the Vendor, neither the Rusk Chamber of Commerce nor their representatives shall be held liable or responsible for property loss, property damage, or any bodily injury to the Vendor or Vendor's employees, guests or visitors while at the event. Vendor is responsible for obtaining appropriate insurance coverage at his discretion.

Vendor shall be liable for any property damage or personal injury to any individual caused by Vendor or Vendor's employees or representatives. Vendor shall defend, indemnify and hold harmless the Rusk Chamber of Commerce, its officers and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of Vendor or any employee or representative of Vendor participating in the event.

In the case of hazardous weather conditions, event will close for the protection of attendees and vendors.

By my signature below I agree that I have read and voluntarily signed the release and waiver of liability and indemnity agreement, and further agree that no oral representation, statements, or inducements, apart from the foregoing agreement that has been reduced to writing have been made.

Signature of Vendor

Date

Printed Name of Vendor

Rusk Chamber of Commerce Representative

Date

Printed Name of Representative



HOMETOWN CHRISTMAS

VENDOR RULES & REGULATIONS

GENERAL VENDOR GUIDELINES

1. The Hometown Christmas bazaar and lighting ceremony will take place in Downtown Rusk, Texas with vendor booth locations available around the courthouse square.
2. Hours of operation will be 10 AM until 6 PM. Hours of operation and all times listed in these guidelines are subject to change without notice.
3. Vendors must check in at the Rusk Chamber booth no later than 9:15 AM.
4. Vehicles must be moved out of the vendor areas before 9:30 AM.
5. Vendors should be ready to greet customers at 9:45 AM.
6. Vendors are expected to be loaded out by 7:00 PM.
7. Do not leave trash or merchandise behind.
8. For the safety of our customers, there will be no vehicular traffic inside the vendor booth areas from 9:30 AM to 6 PM on the day of the Event. If you arrive late or need to leave early, you must have prior approval. You may be directed to park in an alternate location. Please note that depending on the time and number of guests, you may be required to hand carry your merchandise to/from your vehicle.
9. No produce purchased at any retail outlet, even at a reduced cost, can be sold.
10. All vendors, without exception, must sign the Liability Waiver before they can set up at the event.
11. In case of a weather cancellation by the Rusk Chamber of Commerce, vendors will have the option to: (a) participate in the next event or (b) receive a refund. This is for severe weather, not including rain. Hometown Christmas will be held rain or shine.
12. This event is rain or shine, no refunds. Cancellations must be made no later than 1 week prior to the event. Cancellations made within the week before the event are non-refundable. No Shows the day of the event are non-refundable.
13. The Rusk Chamber of Commerce will have final approval of all vendor participation and final authority on site to interpret and enforce rules and regulations. The Rusk Chamber of Commerce reserves the right to reject any application.
14. Vendors not complying with instructions or rules will be considered in material breach and default of the agreements, and may be asked to vacate their premises immediately.
15. The Rusk Chamber of Commerce may, at its sole discretion, revise the Rules and Regulations, and may alter operations of the event at any time. Vendors will be notified of any changes.
16. Vendors agree to comply with the rules and abide by the final decisions of the Rusk Chamber of Commerce.

VENDOR CONDUCT

The minimum expectations for all vendors are that they be reliable, be set up and ready to greet guests by 1:45pm and keep a good, positive attitude for the duration of the event.

1. Vendors are expected to meet these expectations, in addition to complying with the rules and regulations, in order to be allowed to continue to participate at the Event.
2. Incidents of unruliness and/or verbal altercations will not be tolerated and will result in immediate expulsion from the Event.
3. Concerns or complaints may be discussed with The Rusk Chamber of Commerce representative on-site before or after event.
4. The Hometown Christmas event is "Family Friendly" and all vendors are expected to act appropriately.
5. Vendors are required to wear shoes and shirts at all times. Vendors should wear clean clothing and present a clean and professional appearance.
6. Vendors may not smoke in any vendor area.
7. Foul language, profanity, or other rude behavior is not permitted.

VENDOR RULES

1. All vendors must complete and submit a Vendor Application which includes acceptance and understanding of the Rules and Regulations, and adherence to related governmental rules and required permits.
2. Vendor may remit booth fee via PayPal or check or cash.
3. Required applications, permits, licenses, and fees must be complete before set up can begin.
4. Vendors must provide their own table, chairs, displays, signs, and canopy.
5. Vendors must supply all materials for customer sales.
6. Vendors and their employees are responsible for informing themselves about and complying with federal, state, and local health regulations and licensing requirements governing the production, display, distribution, sampling, and sale of their products.
7. Vendors providing samples of their products must comply with the rules governing market sanitation and health issues from the **Cherokee County** Health Department.
8. Foods and food products produced by "Temporary Food Establishments" may be sold at the Event pursuant to the rules and regulations established by the Texas Department of Health Services.
9. All foods must be properly labeled. No unlabeled packaged or processed foods are allowed.
10. The vendor is solely responsible and liable for any claims and damages resulting from the sale of unsafe, unapproved, or unsound goods.
11. The Rusk Chamber of Commerce will determine eligible participation at Event. All decisions are final.
12. Vendors are responsible for obtaining a Sales Tax Number, *if required*, by the State of Texas and collecting and paying any sales tax that may be assessed on their products.
13. The vendor shall be responsible for filing any and all returns required by the State of Texas with respect to sales tax collection. The Rusk Chamber of Commerce will not involve itself in collection, audit, or other related sales tax activities.
14. It is the responsibility of the prospective vendor to complete, sign, and return all required paperwork and fees. Incomplete packets will not be processed.

BOOTH SPACE

The Rusk Chamber of Commerce will work to ensure all vendors have an appropriate booth space. Our goal is to provide a wide variety of goods at the Event. The following rules will apply to booth space assignment:

1. Vendor displays must be assembled in a manner that does not block or hinder access to any adjoining booth space; nor does it block or hinder ease of egress for customers walking past the booth.
2. Signage and displays must be attractive and of good quality and look professional.
3. Each vendor will be assigned one 12 X 12 space. Additional spaces may be rented if available.
4. Display items are to be within the designated vendor space only.
5. The Rusk Chamber of Commerce has the sole discretion to delete items from a booth, and unacceptable merchandise quality will not be sold at the Event.
6. Reserved spaces not occupied 30 minutes prior to the opening of the event may be reassigned and will not receive a refund for the space.
7. Canopies are recommended in most areas.
8. We will not allow more than one representative of any marketed product (i.e. Scentsy, Paparazzi Jewelry, Tupperware, Pink Zebra, Mary Kay, Avon, Premier Jewelry, etc.)
9. Vendors may not allow friends or family to bring items to sell in their space unless those items were listed on the original application.
10. Trash must be placed in suitable containers. The Rusk Chamber of Commerce provides trash receptacles throughout the event area for vendor convenience. Boxes that are left for disposal must be broken down and placed near the trash receptacles. No trash should be left in the vendor's booth space.