

**40th Annual Christmas on the Square
“A Gingerbread Christmas”
December 10, 2022
Coldspring, Texas**

Coldspring/ San Jacinto County Chamber of Commerce

Vendor Agreement and Application

Vendors \$70 - \$80 per Booth

Food Vendors - \$150 per Booth

\$10 Discount for apps received before October 15, 2022

Please make checks payable to:

Coldspring Chamber of Commerce

Mail to: P O Box 980, Coldspring, Texas 77331

Blue \$80 _____ Yellow \$70 _____ Food \$150 _____

Booth Space # Requested _____

Print or Type the Following Information

Date _____ **Company** _____

Contact Person _____ **Phone #** _____ **email** _____

Address _____ **City** _____ **State** _____ **Zip** _____

VENDOR RELEASE AND ACKNOWLEDGEMENT

First choices of spots will be honored on a first come first pay basis - no spaces are guaranteed. In signing this application, I hereby Waive and release all other participants and the host of Christmas on the Square of all claims of injury and/or damages incurred in Connection with this event. I accept full responsibility for any liability incurred from the sale of products indicated on this form. I Have completely read the rules, guidelines and information and agree to abide by them.

Signature of Applicant _____ **Date** _____

ALL VENDORS: Displays, trailers, tables and canopies **MUST** fit inside the 12' wide x 20' deep space allotted. If equipment is larger than 12' x 20' (including trailer tongues), additional booth space must be leased. **NO EXCEPTIONS!** No stakes may be driven into the asphalt. All vendors are responsible for their own change and TRASH!

Vendor Spots: The Map shows the pricing for different vendor spots. The inside spots are on the grass of the courthouse lawn. The outside are on asphalt. **NO STAKES CAN BE USED FOR EITHER SPOTS!** The traffic for this event is tremendous and heavily advertised. Please look at the map and pick out the spot you would like, and we will accommodate you as best we can. The first to pay will get the spot chosen; otherwise we will put you as close as possible to the spot you request. Any questions call the chamber office at 936-653-2184.

Night Time: All vendors who stay past 5:30 p.m. will be there until 8:00 p.m. because of the parade traffic. It is advised that you provide some battery operated lighting. There are lights and Christmas lights all around the square; however it may be dark and shadowy in your tents. We recommend some battery operated lighting to showcase your merchandise, as the parade draws out hundreds of spectators, and when it's over they will come.

CRAFT/MERCHANDISE VENDORS: Please list **ALL** arts, crafts and merchandise to be sold, distributed, displayed or given away. There is no electricity provided for craft vendors and no generators are allowed. (Please use additional sheet if necessary)

GENERAL CONDITIONS

Christmas on the Square is a family oriented function that is aimed at presenting entertainment and activities suitable for the entire family, including minors. Thus, the Christmas on the Square Committee reserves the right to restrict the artwork and crafts sold and displayed. Such items must not contain nudity, profanity, obscenity or otherwise objectionable material. NO weapons, including without limitation, knives (with the exception of collectors knives which are displayed in a locked case), brass knuckles, Chinese throwing stars, other such materials, can be sold or displayed. Should the Christmas on the Square Committee, at its sole discretion, determine that a Lessee's items do not conform to the standards mentioned, Lessee agrees to remove such items from the site immediately. If the Christmas on the Square Committee, at its sole discretion determines that any Lessee fails to comply with ALL of the terms set out in this contract, said Lessee will be asked to leave the Christmas on the Square area and the booth will be removed.

This Lease Agreement shall not become effective until it is paid in full and is accepted by the Christmas on the Square Committee and shall constitute the entire agreement between parties. This event is highly advertised. There will be **NO REFUNDS** for any reason, including weather.

AGREEMENT

LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COLDSRING / SAN JACINTO COUNTY CHAMBER OF COMMERCE, SAN JACINTO COUNTY, THE CITY OF COLDSRING AND THE CHRISTMAS ON THE SQUARE COMMITTEE, SPONSORS AND EACH OF THEIR RESPECTIVE GUESTS, AGENTS, SERVANTS, EMPLOYEES, OFFICERS AND DIRECTORS FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, LIABILITIES, ASSERTIONS OF LIABILITIES, LOSSES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES WHICH IN ANY MANNER MAY ARISE OR ALLEDGED TO HAVE ARISEN OR RESULTED TO, ALLEDGED TO, HAVE RESULTED FROM THE PRESENCE, ACTIVITIES, EVENTS AND OMISSIONS OF ANY NATURE WHATSOEVER OF LESSEE, THEIR AGENTS, SERVANTS, EMPLOYEES, AND THEIR RESPECTIVE GUESTS AND INVITEES, IN CONNECTION WITH THE USE AND OCCUPANCY OF THE LESSEE'S BOOTH AND BOOTH AREA INCLUDING WITHOUT LIMITATION, ANY CLAIM OR CLAIMS FOR BODILY INJURY OR DEATH OF ANY PERSONS AND FOR ANY LOSS OR DAMAGE TO PROPERTY AND FURTHER INCLUDING WITHOUT LIMITATION, ANY CLAIM OR CLAIMS ARISING OUT OF THE PRESENCE, SERVING OR USE OF ANY ALCOHOLIC BEVERAGES AT CHRISTMAS ON THE SQUARE.

I AGREE TO THE FOREGOING TERMS AND CONDITIONS: _____ (INITIALS OF THE PERSON EXECUTING THIS AGREEMENT).

The undersigned Lessee (Vendor):

- Will check in at the Coldspring Chamber office when he/she arrives at the Courthouse Square between 5:30 am and 8:00 am. 31 N Butler Street.
- Will keep the booth(s) open, manned and maintained during Christmas on the Square hours of 9:00 am and 5:00 pm. **Booths in the blue # 1 thru 14 & #44 thru 61 must be fully dismantled and away from the courthouse square area by 5:30 pm.** Any Vendor failing to keep his/her booth open, manned and

maintained during the entire event and/or removing his/her booth from said event prematurely without the permission of the Event Committee will forfeit his/her right to occupy a vendor booth at Christmas on the Square next year. This is a liability issue and will be enforced.

- Those vendors that stay past 5:30 p.m. will not be allowed to bring their vehicle in to dismantle until 8:00 p.m. due to traffic for the parade and the concert.
- Will enter Christmas on the Square area to set up Saturday morning, unload completely and immediately move vehicle to designated parking area.
- **NO VEHICLES ARE ALLOWED IN THE CHRISTMAS ON THE SQUARE AREA AFTER 8:30 AM OR BEFORE 4:30 PM FOR DISMANTLING, AND BETWEEN 5:30 p.m. UNTIL 9:00 p.m.**
- Will keep and leave the leased booth space(s) clean and clear of refuse by containing all trash in appropriate trash bags. **YOU ARE RESPONSIBLE FOR REMOVING YOUR TRASH.**
- Will remain in the assigned 12" x 20" booth space and will not move any barriers that have been placed to contain the Christmas on the Square area.
- Will provide any tables, chairs, loading equipment, displays material, protective covering, sanitation supplies, etc. that are needed by Vendor.
- Will abide by all of the rules of Christmas on the Square including but not limited to, those referring to vehicle traffic and items that may be sold.

The undersigned Lesser (Coldspring / San Jacinto County Chamber of Commerce):

- Will furnish a space approximately 12' x 20' for Lessee's use as a booth.
- Will assume no responsibility for Workman's Compensation, FICA or other withholding taxes for any and all employees or agents that work in the booths and shall not be responsible for sales tax.
- Reserves the right to approve for each booth, the items offered for sale, distribution or display in order to avoid excessive duplication. **NO BOOTH WILL BE LEASED FOR GARAGE SALE TYPE MERCHANDISE.**
- Reserves the right to locate exhibitors for the maximum benefit of the Christmas on the Square Committee and its visitors.
- Will assume no responsibility for items left at the Christmas on the Square site.
- Will provide Vendor parking for vehicles clearly displaying parking permits and parked in the approved Vendor parking area.
- Vendor's automobiles, RV'S, and trailers may only be parked in the assigned area designated by the Christmas on the Square Committee.

I/we agree to the guidelines and conditions in this contract. In addition, I/we declare that the information above is true and complete. I/we understand that all contracts and applications must be completed, signed and paid for in full before being accepted by the Christmas on the Square Committee. I/we further understand that this application and contract will not be considered to be valid until all information has been provided, payment and fully executed contract received, and Lessee notifies of acceptance.

Lessee's Authorized Signature

Date

Event Committee's Authorized Signature

Date