

**\$10 off booth rental if paid BEFORE Oct. 31st!**

\*Chamber members receive a \$10 discount on all booths.



**Deadline for submission of application is 2 weeks prior to event date**

**VENDOR APPLICATION & CONTRACT**

**CHRISTMAS ON THE SQUARE**

**December 14, 2024 9am-8pm**

**PLEASE PRINT OR TYPE:**

Lessee – Name of Organization/Business \_\_\_\_\_

Contact Person(s) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**VENDOR RELEASE AND ACKNOWLEDGEMENT**

PLEASE NOTE: The primary contact person listed above, must be present at the event. When signing this application, I hereby waive and release all other participants and the host(s) of the \_\_\_\_\_, 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 said products. I have read the rules, guidelines and information sheets and agree to abide by them. Vendor fees will not be refunded for any reason, including weather.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**VENDORS:** Please list ALL food items, beverages, or merchandise to be sold, distributed, displayed or given away. Please be specific and thorough. **Items not listed on the attached Vendor Item List will not be allowed to be sold.** In the event of any dispute regarding the sale of any item, the decision of the Event Committee shall be final and the Vendor accepts this condition by his/her signature. Vendor further acknowledges that any violation of this agreement may result in the Vendor’s booth being closed. Use additional an sheet if necessary.

**\*\*VENDORS in spots A & D BLUE MUST take down booth COMPLETELY by 5pm to make room for the parade.**

**\*\*Mobile Food Truck vendors** will also be required to apply for a Mobile Food Unit permit issued by the City of Coldspring. Please call the city at (936)653-3289. All permits must be completed **BEFORE** submitting the vendor application.

**Vendor spots will be honored as a first come first paid basis - no spots are guaranteed.**

FEE SCHEDULE: A&D BLUE Spots **\$80** All YELLOW Spots **\$100** Mobile Food Truck **\$150**

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For Official Use Only

Booth Type: BL \$ YL MFT

Date Received \_\_\_\_\_ Amount Received \$ \_\_\_\_\_ Booth Space # \_\_\_\_\_

Check # \_\_\_\_\_ Cash \$ \_\_\_\_\_ Money Order # \_\_\_\_\_ Online Payment \$ \_\_\_\_\_

**COLDSRING CHAMBER OF COMMERCE**

Chamber Office: 31 N. Butler St - Coldspring, Texas 77331 • Mailing: P.O. Box 980

Phone: 936-653-2184 • Email: chambercoldspringtexas@gmail.com

www.coldspringtexas.org

*IT TAKES TWO ~ THE CHAMBER AND YOU*



## VENDOR AGREEMENT & INDEMNITY

I/We \_\_\_\_\_, Representing \_\_\_\_\_ (Lessee), hereby agree(s) to lease from the Coldspring Chamber of Commerce (Lessor), through its authorized committee, for the \_\_\_\_\_ event, booth space(s) at \_\_\_\_\_ for a fee of \$ \_\_\_\_\_ per vendor space.

**PLEASE SEE PAGE 5 FOR PAYMENT INSTRUCTIONS.**

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**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 stakes may be driven into the asphalt or grass. All vendors are responsible for their area and trash. Trash must be removed from the area, and vendors are not allowed to utilize the spectator trash receptacles for this purpose. Vendors must take any trash with them away from the venue to discard.

Neither electricity nor water are provided for vendors, nor are generators allowed for general merchandise booths. Generators are only allowed for mobile food trucks and food booths.

### GENERAL CONDITIONS

All Chamber events are family oriented functions that are aimed at presenting entertainment and activities suitable for the entire family, including minors. Thus, the event 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 event 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 event 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 event and booth will be removed.

This Lease Agreement shall not become effective until it is **paid in full** and is accepted by the Coldspring Chamber of Commerce and shall constitute the entire agreement between parties.

### AGREEMENT / INDEMNIFICATION:

Lessee shall indemnify, defend and hold harmless the Coldspring Chamber of Commerce, San Jacinto County, the City of Coldspring, the event committee, the event 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 alleged to have arisen or resulted to, alleged 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 the event.

I agree to the foregoing terms and conditions: \_\_\_\_\_ (initials of the person executing this agreement).

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**The undersigned Lessee (Vendor):**

- Will check in at the designated Chamber Check-In booth, when he/she arrives at the venue, between 6:00 AM and 8:00 AM.
- Will keep the booth(s) open, manned and maintained during the entirety of the event hours. 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 future events. This causes a liability issue and will be strictly enforced by the Chamber of Commerce.
- Will enter the vendor area to set up during the designated setup hours, unload completely and immediately move vehicle to designated parking area.
- No vehicles are allowed in the event area after setup hours have concluded or before the conclusion of the event for dismantling.
- Will keep and leave the leased booth space(s) clean and clear of refuse by containing all trash in appropriate trash bags.
- Will remain in the assigned 12" x 20" booth space and will not move any barriers that have been placed to contain the event 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 the event including but not limited to, those referring to vehicle traffic and items that may be sold.

**The undersigned Lessor (Coldspring 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 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. No booth will be leased for garage sale type merchandise.
- Reserves the right to locate exhibitors for the maximum benefit of the event and its visitors.
- Will assume no responsibility for items left at the event site.
- Will provide vendor parking for vendor vehicle clearly displaying provided vendor parking permit.
- Vendor's may park automobiles, RV'S, and trailers only in the designated vendor parking area.
- The only vehicles allowed to remain inside the event area after setup has concluded will be mobile food trucks.

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 Coldspring Chamber of Commerce. 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 \_\_\_\_\_

Lessor's Authorized Signature

\_\_\_\_\_

Date \_\_\_\_\_

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## PAYMENT INSTRUCTIONS

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### Payment Instructions

Cash or Check payments made payable to Coldspring Chamber of Commerce:

- Can be delivered to the Chamber Office during regular business hours
- Can be dropped in drop-box by front door of the Chamber office
- Can be mailed to PO Box 980 Coldspring, TX 77331
- No post-dated checks will be accepted

### Online Payments via Credit Card

- Visit <https://www.coldspringtexas.org> and select the "Online Payments" button
- Enter the total amount of the vendor booth fee, then **select the option to cover the fees (you MUST cover the fees if paying Online)**
- Click the option to "Donate with Debit or Credit Card" payment and proceed to filling out your information
- At the top, in the Note section – please enter the event name, business name and booth type
- Once completed, click "Donate Now"

### Deadline for payments and documentation

- All vendor fees shall be paid no later than two weeks prior to the event date
- Any vendors that have not paid fees by the deadline could lose their assigned booth space
- Any vendors paying fees after the deadline, will be subject to a late fee of \$25

Signature \_\_\_\_\_ Date \_\_\_\_\_

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