

COLDSRING CHAMBER OF COMMERCE

P.O. Box 980, Coldspring, TX 77331- 936.653.2184, chambercoldspringtexas@gmail.com

CRAFT VENDOR / FOOD VENDOR SPACE APPLICATION & CONTRACT

SPRING FESTIVAL April 29, 2023

Fees: 0.00 FREE -

PLEASE PRINT:

Lessee- Name of Organization / Business _____

Contact Person(s) _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

VENDOR RELEASE AND ACKNOWLEDGEMENT

PLEASE NOTE: First Choices will be honored as much as possible, however there are no guarantees. When signing this application, I hereby waive and release all other participants and the host of **2023 SPRING FESTIVAL/ COLDSRING CHAMBER OF COMMERCE/ COCISD** 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.

Signature _____ Date _____

ALL VENDORS: Displays, trailers, tables and canopies MUST fit inside the 12' wide x 12' deep space allotted. If equipment is larger than 12'x12' 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 for sales purposes.

CRAFT/ MERCHANDISE VENDORS: Please list ALL art, crafts and merchandise to be sold, distributed, displayed or given away. Please be specific and thorough. **Items not listed here will not be allowed to be sold and strictly enforced on COCISD property.** 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. **There is NO electricity** provided for craft vendors and no generators are allowed in the craft vendor area, only in the food area. Use additional sheet if necessary.

FOOD VENDORS – must be self-contained and provide their own water/ generator for operation.

AGREEMENT

The undersigned:

LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COLDSRING CHAMBER OF COMMERCE, SAN JACINTO COUNTY, THE CITY OF COLDSRING AND THE COLDSRING-OAKHURST CISD FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, LIABILITIES, ASSERTIONS OF LIABILITIES, LOSSES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES WHICH IN ANY MANNER MAY ARISE OR ALLEDGED TO HAVE ARISEN OR RESULTED OR ALLEDGED TO HAVE RESULTED FORM 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 OCCUPANCE 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 SPRING FESTIVAL.

The undersigned Lessee (Vendor):

- Will check in at the gate with a representative before setting up.
- Will be set up by 9am
- Will remove vehicle from the show area after unloading.
- 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' x12' booth space and will not move any barriers that have been placed to contain the Spring Festival area.
- Will provide any tables, chairs, loading equipment, display materials, protective covering, sanitation supplies, etc., that are needed by Vendor.
- Will abide by all rules of COCISD, including by not limited to, those referring to vehicular traffic and items that may be sold.
- Not use or carry any product containing tobacco or alcohol on COCISD property.

The undersigned Lessor (Coldspring Chamber of Commerce/ COCISD)

- Will furnish a space approximately 12' x12' for Lessee's use as a booth.
- Will assume no responsibility for Worker's Compensation, FICA or other withholding taxes for any and all employees or agents who work in the booth 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 Spring Festival and its visitors.
- Will assume no responsibility for items left at the Spring Festival site.

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 and signed before being accepted by the Coldspring Chamber of Commerce/COCISD. I/we further understand that this application and contract will not be considered to be valid until all information has been provided, fully executed contract received and Lessee notifies of acceptance.

Lessee's Authorized Signature _____ Date _____

Event Committee's Authorized Signature _____ Date _____