

JOIN US FOR THE 2024

SPRING

Festival

SATURDAY, APRIL 13 • 10:00 AM – 4:00 PM
COLDSPRING-OAKHURST HIGH SCHOOL

FOOD • VENDORS • GAMES

Fun for the whole family!

**INTERESTED IN BEING A VENDOR?
CONTACT THE COLDSPRING CHAMBER OF COMMERCE
AT (936) 653-2184**



SEE YOU
THERE!



IT TAKES TWO ~ THE CHAMBER AND YOU



VENDOR APPLICATION & CONTRACT

PLEASE PRINT OR TYPE:

Lessee – Name of Organization/Business _____

Contact Person(s) _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Deadline for submission of application/documentation: March 22, 2024

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 _____ (Event), 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 sheet if necessary.

****Mobile Food Truck vendors** will also be required to apply for a Mobile Food Unit permit issued by the City of Coldspring via the attached permit application, which should be completed and returned to the Chamber of Commerce, along with all required documentation. Mobile Food Unit Permit fee shall be paid in addition to the booth fee, in the amount of \$25.00, via a separate check/money order made payable to The City of Coldspring.

FEE SCHEDULE: Mobile Food Truck \$ _____
General Merch/Food Booth \$ _____

For Official Use Only Booth Type: **G** **F**
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
980 Phone: 936-653-2184 • Email: chambercoldspringtexas@gmail.com
www.coldspringtexas.org

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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 either \$_____/ \$_____ per booth space.

A check, money order, cash, or credit card authorization in the amount of \$_____ is attached to this application or has been submitted through the online payment system of the Coldspring Chamber of Commerce.

Checks and money orders made payable to Coldspring Chamber of Commerce. Post-dated checks will not be accepted.

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 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 and the event committee, the following event organizers and hosts _____ 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) and event organizer/host(s)(_____):

- 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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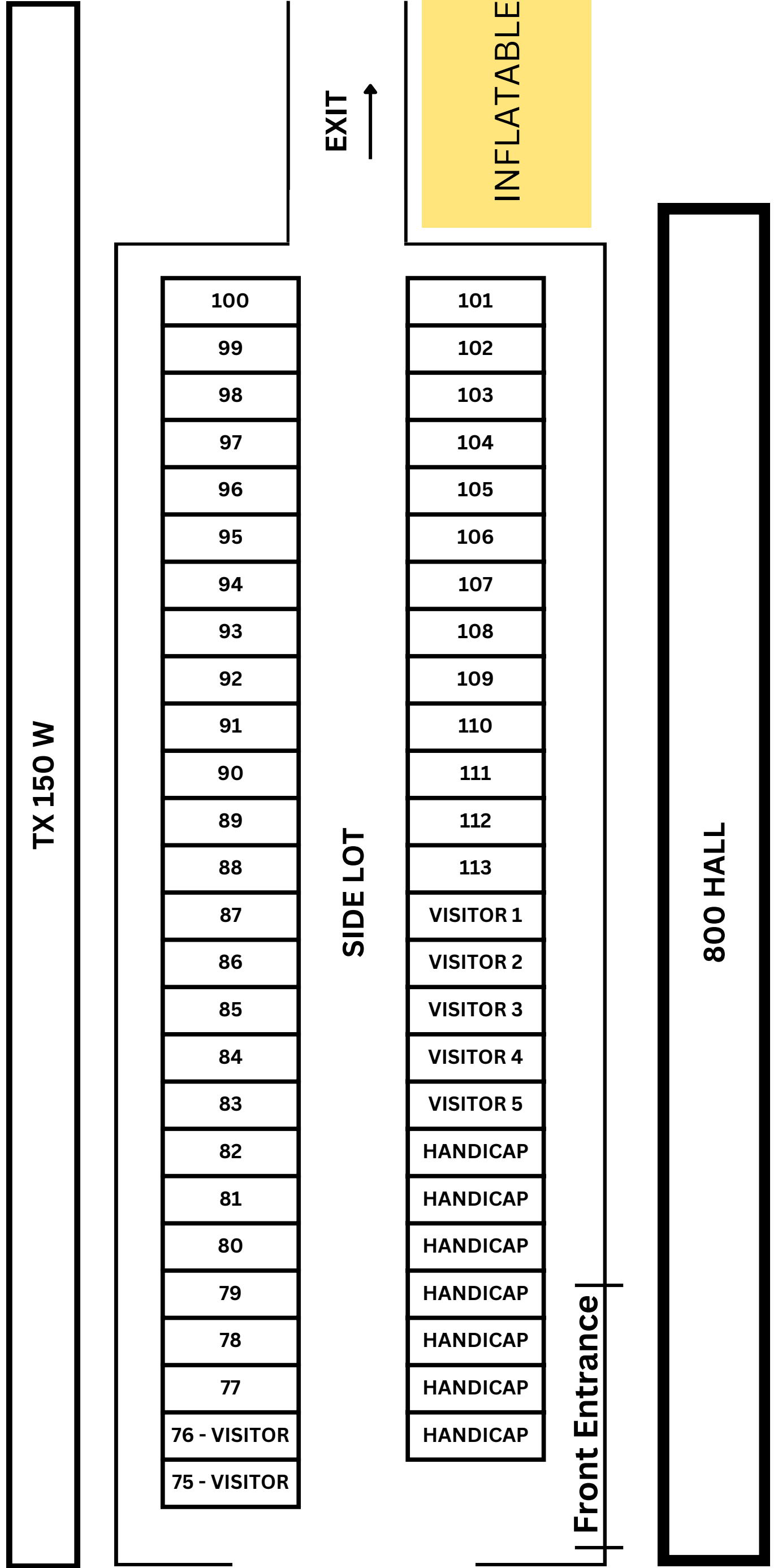
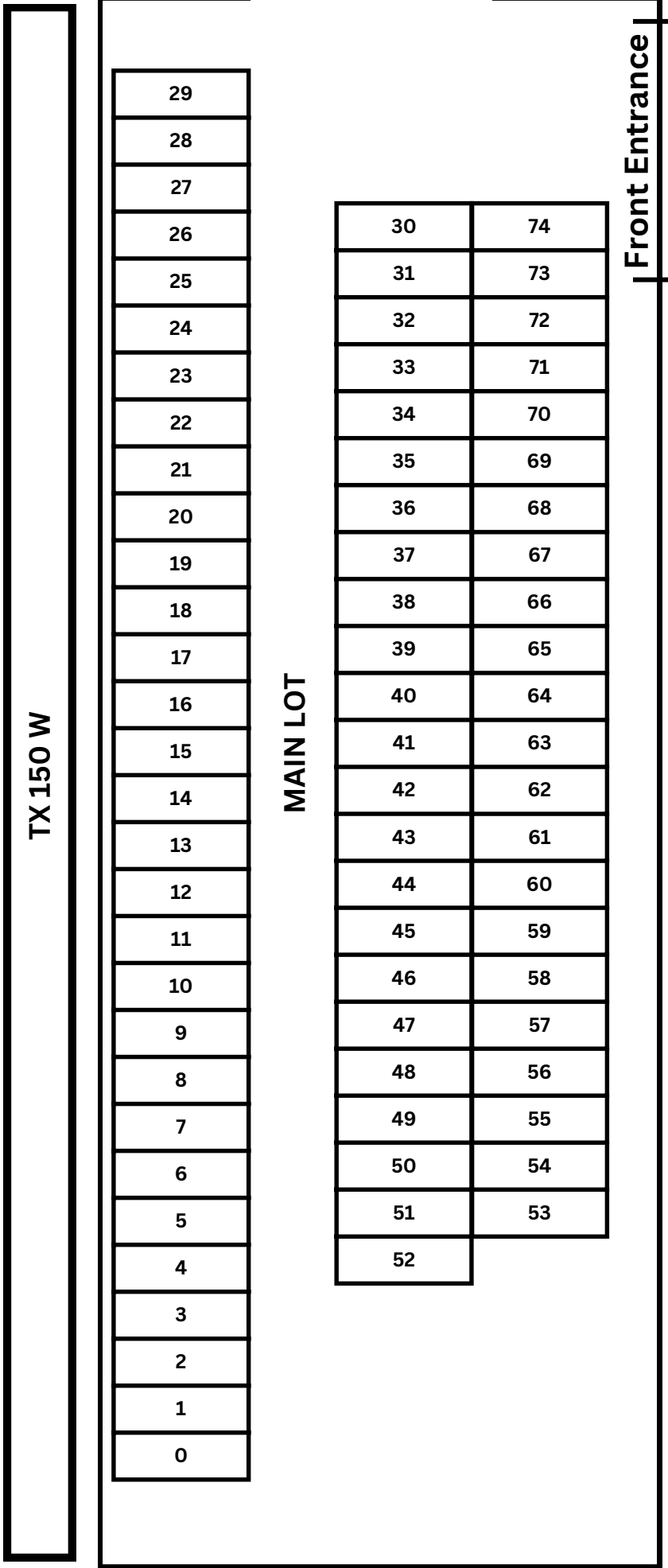
VENDOR ITEMS TO BE SOLD

Please list all food items, beverages, or merchandise to be sold, distributed, displayed or given away. Please be specific and thorough. Items not included on this Vendor Item List will not be allowed to be sold. Vendors are not required to list all variations of similar items, such as different colors for a single shirt design, but each different design itself must be listed.

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MOBILE FOOD VENDOR REQUIREMENTS INSIDE CITY LIMITS

NOTE: PLEASE SEE ORDINANCE NO. 2023-05 FOR FULL DESCRIPTION AND DEFINITION OF ALL REQUIREMENTS AND REGULATIONS. ALL CITY ORDINANCE REQUIREMENTS AND CODE COMPLIANCE MUST BE SUBMITTED BEFORE ANY PERMIT WILL BE ISSUED TO A VENDOR.

- 1. NO PERSON SHALL ACT AS MOBILE FOOD VENDOR IN THE CITY WITHOUT A PERMIT ISSUED BY THE CITY. ALL PERMIT APPLICATIONS SHALL BE SUBMITTED TO THE CITY SECRETARY'S OFFICE AT CITY HALL.**
- 2. ALL APPLICANTS ARE TO PROVIDE THE FOLLOWING DOCUMENTATION BEFORE ANY PERMIT WILL BE ISSUED (MUST BE VERIFIED BY CITY STAFF BEFORE PERMIT WILL BE ISSUED):**

___ PERMIT APPLICATION

___ COPY OF VALID CURRENT DRIVERS LICENSE

___ SIGNED PERMISSION FROM ALL PRIVATE PROPERTY OWNERS WHERE THE MOBILE FOOD VENDING UNIT WILL BE STATIONED (A COPY OF THESE MUST BE KEPT ON MOBILE FOOD VENDORS TRUCK)

___ PHOTOGRAPH OF MOBILE FOOD TRUCK

___ PROOF OF CURRENT MOTOR VEHICLE LIABILITY INSURANCE

___ PROOF OF MOBILE FOOD UNIT LICENSE ISSUED BY THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES

___ TEXAS SALES TAX PERMIT

PERMITS WILL ONLY BE VALID FOR ONE CALENDAR YEAR [JANUARY 1 – DECEMBER 31]

- 3. THE FOLLOWING PERMITS WILL BE REQUIRED:**
 - Mobile Food Vendor Permit (\$25.00)**
 - Mobile Food Park Permit (\$50.00)**

CITY OF COLDSRING

City Hall: 14211 Highway 150 West - Coldspring, Texas 77331 • Mailing: P.O. Box 247 - Coldspring, Texas 77331
Phone: 936-653-3289 • Fax: 936-653-5278 • Email: coldspringcity@gmail.com
www.cityofcoldspring.com



MOBILE FOOD VENDOR PERMIT APPLICATION

MOBILE FOOD VENDOR:

Truck Name: _____
Permanent Address: _____ City _____ State _____ ZIP _____
Local Address: _____ City _____ State _____ ZIP _____
Company/Business Name: _____ Contact Name: _____
Phone: _____ Email: _____

Food Handlers License Number: _____ Sales Tax ID Number: _____

Type of Mobile Unit:

(Please Circle One) Food Truck Concession Cart Concession Trailer

Year: _____ Make: _____ Model: _____ Color: _____

Signage Description: _____

HAVE YOU EVER BEEN CONVICTED OF A CRIME OTHER THAN A MINOR TRAFFIC OFFENSE IN ANY CITY/STATE/COUNTRY? EXPLAIN:

(IF THE PERMIT IS OBTAINED BY FALSE REPRESENTATION IN THE APPLICATION OR BY DECEPTIVE TRADE THE PERMIT WILL BE REVOKED.)

DO YOU HAVE UNPAID CIVIL JUDGEMENTS AGAINST YOU IN ANY STATE OR U.S. POSSESSION WHICH ARISE FROM A BUSINESS ACTIVITY WHICH WOULD HAVE BEEN COVERED BY THIS SECTION IF IN EFFECT AT THE TIME IN THE JURISDICTION WHERE SUCH JUDGEMENTS ARE OF RECORD?

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I, _____, ACKNOWLEDGE THAT I AM FAMILIAR WITH THE TERMS OF THE CITY OF COLDSRING ORDINANCE NO. 2023-05 AND ITS REQUIREMENTS AND REGULATIONS AND I SWEAR THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT. I ALSO UNDERSTAND, IF I DO NOT PROVIDE ALL INFORMATION AS STATED HERIEN, I CANNOT OPERATE A MOBILE FOOD UNIT WITHIN THE CITY LIMITS OF COLDSRING.

PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

DATE

OFFICE USE ONLY:

APPROVED: _____

PERMIT #: _____

NOT APPROVED: _____

BY: _____