

# CELEBRATING 37TH YEAR ANNIVERSARY

## COLDSRING CHAMBER OF COMMERCE

P.O. Box 980, Coldspring, TX 77331- 936.653.2184, [chambercoldspringtexas@gmail.com](mailto:chambercoldspringtexas@gmail.com)

2018 Wolf Creek Car, Truck & Bike Show, Coldspring, TX

FOOD VENDOR SPACE APPLICATION & CONTRACT

**October 15-16, 2022**

**Fees: \$125.00 per booth- NO REFUND OF FEES FOR ANY REASON INCLUDING WEATHER**

### PLEASE PRINT:

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

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

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

Phone \_\_\_\_\_ Fax \_\_\_\_\_ 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 **Wolf Creek Car, Truck & Bike Show** 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 \_\_\_\_\_

**FOOD VENDORS:** Please list ALL food and drinks to be sold, distributed, displayed or given away. Please be specific and thorough. **Items not listed here 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.

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### For Official Use Only

Date Received \_\_\_\_\_ Amount Received \$ \_\_\_\_\_ Booth Space # \_\_\_\_\_  
Check # \_\_\_\_\_ Cash \_\_\_\_\_ Money Order \_\_\_\_\_

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## AGREEMENT

I/ We \_\_\_\_\_

Representing \_\_\_\_\_ (Lessee), hereby agree(s) to lease from the Coldspring/ San Jacinto County Chamber of Commerce, through its authorized committee, Wolf Creek Car, Truck & Bike Show (Lesser), booth space (s) at Wolf Creek Car, Truck & Bike Show for a fee of **\$125.00 per booth space**. A check, money order, cash, or credit card authorization in the amount of \$ \_\_\_\_\_ is attached to this application.

**CHECKS SHOULD BE MADE PAYABLE TO COLDSRING/ SAN JACINTO COUNTY CHAMBER OF COMMERCE. POST-DATED CHECKS WILL NOT BE ACCEPTED.**

The undersigned:

LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COLDSRING/ SAN JACINTO COUNTY CHAMBER OF COMMERCE, SAN JACINTO COUNTY, THE CITY OF COLDSRING AND THE WOLF CREEK CAR, TRUCK & BIKE SHOW 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 WOLF CREEK CAR, TRUCK & BIKE SHOW.

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

The undersigned Lessee (Vendor):

- Will check in at the gazebo when he/she arrives at Wolf Creek Park between 5:30am and 8:00am.
- Will keep the booth(s) open, manned and maintained during the Wolf Creek Park Car, Truck & Bike Show hours of 8am and 4pm, Saturday, October 15, 2022 AND 9am to 4pm Sunday, October 16, 2022. Booths must be fully dismantled and away from the Park area by 4pm on Sunday. 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 Wolf Creek Park in the year 2023. This is a liability issue and will be enforced.

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- Will enter Wolf Creek Park area to set up Saturday morning, unload completely and immediately move vehicle to designated parking area.
- Will keep and leave the leased booth space(s) clean and clear of refuse by containing all trash in appropriate trash bags. Once full, these bags need to be placed into the trash bins provided by Wolf Creek Park.
- Will remain in the assigned booth space and will not move any barriers that have been placed to contain the Wolf Creek Car, Truck & bike Show area.
- Will provide any tables, chairs, loading equipment, display materials, protective covering, sanitation supplies, etc, that are needed by Vendor.
- Will assume complete liability for occurrences within or around the booth(s) and will provide insurance coverage required by Lessor.
- Will post Certificate of Registration in the booth where it is clearly visible.
- Will abide by all rules of Wolf Creek Car, Truck & Bike Show, including by not limited to, those referring to vehicular traffic and items that may be sold.

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

- Will furnish a space 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.
- Reserves the right to locate exhibitors for the maximum benefit of the Wolf Creek Car, Truck & Bike Show and its visitors.
- Will assume no responsibility for items left at the Wolf Creek Car, Truck & Bike Show 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 Wolf Creek Car, Truck & Bike Show 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 Wolf Creek Park, Car, Truck & Bike Show. 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 \_\_\_\_\_