

A PORTION OF PROCEEDS BENEFITING HBCU STUDENTS



**MARCH 7th SAT**

**VENDORS  
AGREEMENT**

# Reach new customers & create brand loyalty at the 5th Annual Houston Black Heritage Music & Arts Festival!!

***Register for an Exhibitor Space today!***

**Are you an entrepreneur or a professional looking to expand your audience?**  
***We have just the right engagement opportunity for you!***

## **Get ready to elevate your brand to the next level!**

By registering for an exhibitor booth space today at the 5th Annual Houston Black Heritage Music & Arts Festival, your brand will have an opportunity to reach an audience of thousands multi-cultural event attendees. This highly anticipated event also offers your brand an incredible family-friendly marketplace to increase exposure for an excellent value.



## **Don't Procrastinate ... Register Early & SAVE!**

Early Bird Registration available until December 31, 2019

Standard registration rates begin on January 1, 2020

### **Exhibitor Registration Includes:**

RENTAL USE OF 10x10 EXHIBITOR SPACE

2 EXHIBITOR BADGES

1 6FT TABLE + 2 CHAIRS

\*ADDITIONAL 10x10 TENT \$150, 10x20 275\*

### **Event Benefits:**

***Register as an exhibitor today and win a chance for an onsite Live remote interview at the event with a special guest radio Host DJ, promoting your products and services to radio listeners of our proud media partners!***

1. Maximize opportunities to engage fellow exhibitors who may have an interest in your product/services
2. Create memorable brand experiences with diverse event attendees that improve customer retention
3. Celebrate the essence of the African-American spirit in Cultural Arts & Music
4. Support a cause-worthy scholarship drive benefitting aspiring HBCU students in need
5. Get noticed in the spotlight as a featured exhibitor on the Houston Black Heritage Festival Facebook and Twitter pages to drive traffic directly to your business website

**REGISTER TODAY! Space is limited and all sales are final.**





FOR HBHMAF OFFICE USE

DATE RECV'D: \_\_\_\_\_

BOOTH#: \_\_\_\_\_

## 5th ANNUAL EXHIBITOR APPLICATION

### GENERAL INFORMATION

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Booth Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: (REQUIRED): \_\_\_\_\_

Website: \_\_\_\_\_

Description of product or service: \_\_\_\_\_

How did you find out about us? \_\_\_\_\_ Do you need electrical access? Yes \_\_\_\_ No \_\_\_\_

Describe items to be powered: \_\_\_\_\_

Business Structure: Sole Proprietor \_\_\_\_ Partnership \_\_\_\_ LLC \_\_\_\_ S Corp \_\_\_\_ C Corp \_\_\_\_

# Paid Employees: \_\_\_\_\_ Minority-Owned: Yes \_\_\_\_ No \_\_\_\_ Woman-Owned: Yes \_\_\_\_ No \_\_\_\_

Estimated Annual Revenue: \_\_\_\_\_

### EXHIBITOR PRICING OPTIONS

REGISTRATION INCLUDES ONE 10x10' SPACE AND ONE BADGE; UPCHARGES APPLY ON ADDITIONAL FEATURES BELOW

	QUANTITY OF BOOTHS	EARLY BIRD RATES DUE BY 12/31/19	STANDARD RATES DUE BY 3/1/20
SMALL BUSINESS		\$300	\$400
NON-PROFIT		\$300	\$400
FOOD VENDOR		\$450	\$550
GOVERNMENT		\$575	\$675
CORPORATE		\$875	\$975
ELECTED OFFICIALS		NONE	\$975
ARTS/CRAFTS		\$100	\$200
PERFORMERS		\$200	\$250

### OPTIONAL SERVICES

	QUANTITY	UNIT PRICE
10x20' SPACE UPGRADE		\$275
10 MIN. EXHIBITOR SPOTLIGHT SPEAKING OPPORTUNITY*		\$300
CORNER BOOTH UPGRADE* SPACES ARE LIMITED		\$75
EXTRA EXHIBITOR LANYARD AND CHAIR		\$15
OFFICIAL EVENT T-SHIRT		\$20

### SIGN-UP INSTRUCTIONS

Please make full registration payment payable to the Foundation for Black Heritage & Culture by certified check or credit card. All exhibitor registration cancellations are non-refundable. A \$75 late fee will be assessed on applications received after February 15, 2020.

NOTE: BY SIGNING THIS APPLICATION, I UNDERSTAND AND ACCEPT THE TERMS OF THIS CONTRACT AS A FINAL AND LEGALLY BINDING AGREEMENT. I AGREE TO FOLLOW ALL RULES AND REGULATIONS SET FORTH BY MIDTOWN PARK, THE CITY OF HOUSTON AND HBHMAF. PLEASE RETAIN A COPY OF THIS CONTRACT. HBHMAF RESERVES THE RIGHTS TO ASSIGN BOOTH LOCATIONS AND MAY ACCEPT OR REJECT ANY APPLICATION. MAIL THE ORIGINAL APPLICATION TO: P.O. Box # 300504 Houston, TX 77230

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



## Credit Card Authorization Form

*(Check & Credit Card Accepted: 2.9% credit processing fee for all credit card purchases)*

I \_\_\_\_\_ do hereby authorize the Foundation of Black Heritage & Culture to process my payment for services rendered Expo via credit card on the following date: \_\_\_\_\_ .

Name on Credit Card: \_\_\_\_\_

Type of Credit Card: ☐ M/C ☐ Visa ☐ Discover (Note: No AMEX accepted)

Credit Card Number: \_\_\_\_\_

3-Digit Security Code: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Located on the back of the card after the cc number)

Amount Charged: \$ \_\_\_\_\_

I further agree to pay the above total amount, according to card issuer agreement and understand that all exhibitor space purchases are final and non-refundable.

Signature Authorization: X \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Approval Number: \_\_\_\_\_

Declined Comments: \_\_\_\_\_

If paying by check, please make full registration payment payable to:  
The Foundation for Black Heritage & Culture by certified check.  
Black Heritage Fest has the exclusive right to change date and or location of festival.

MAIL THE ORIGINAL APPLICATION AND CHECK TO:

P.O. Box # 300504 Houston, TX 77230

# EXHIBITOR GUIDELINES

## EVENT DATE, TIME & LOCATION:

Saturday, March 7, 2020; Event opens from 12pm-9pm  
MIDTOWN PARK, 2811 Travis Street, Houston, TX 77006 in the Midtown District

## EVENT DAY BOOTH CHECK-IN POLICY FOR SETUP:

**(Vendors Bring Your Own Tent With 20 lb. Weights for Each Pole!)**

Registered exhibitors will be assigned a booth number and may arrive for setup beginning at 10am to 12pm.

PROPANE TANKS ARE ALLOWED

## EVENT BREAKDOWN:

All registered exhibitor spaces must be inspected before event commences and break-down must be completed by 11pm.

## VEHICLES ON THE FESTIVAL GROUNDS:

All vendors will be assigned a designated time to deploy in the LOAD IN/LOAD OUT ZONE. Once officials have declared vehicles to leave the footprint, any remaining vehicles will be subject to towing and fees at the owner's expense.

## ACCESS TO ELECTRICAL POWER:

Electrical requirements must be communicated, finalized and approved by exhibitor at thirty upon registration. Additional surcharges may apply for access to power which will be based upon market pricing. Exhibitor agrees that they will comply with any training and provision of an insurance certificate that complies with the requirements of Midtown Park.

**STAKING INTO THE GROUND IS STRICTLY PROHIBITED.**

## DECOR, SIGNAGE, BANNERS AND INSTALLATIONS:

Exhibitors are solely responsible for the décor of the designate exhibitor space. Because aesthetics are important, the Houston Black Heritage Festival must approve any and all proposed décor, signage and installations to be placed outside of tents, including installation methods and placement, before the Event. No décor, signage and installations may be tied, taped, nailed, pinned or otherwise attached to buildings, trees, light posts, furniture and/or any other Park property. At no time shall the Exhibitor use beams, electrical wiring, lighting conduits, lighting fixtures, utility pipes or sprinkler systems as supports or a source for attachment. **STAKING INTO THE GROUND IS STRICTLY PROHIBITED. Decorations and signs may be placed on self-supporting stands but must be secured against wind.**

## FOOD CONCESSIONAIRES & FOOD TRUCK GUIDELINE:

All food concessionaire and food trucks must complete form Appendix F and submit a valid (COI) Certificate of Insurance meeting general insurance requirements to become an approved caterer. To operate at The Festival, food trucks must be registered and licensed with the City of Houston Department of Health and Human Services, and in compliance with all rules set forth in Chapter 20, Section 20-22 of the Ordinance.

**GENERATORS ARE ALLOWED INSIDE THE PARK.**

## OBTAINING FOOD PERMIT WITH CITY OF HOUSTON:

Note: For more information on obtaining a food permit, please contact Michael Gonzalez, Mobile Food Units Section Supervisor, Houston Department of Health & Human Services at 713-502-5388, or Michael.Gonzalez@houstontx.gov. Mobile food trucks operating with LP Gas (Propane) require permits by the City of Houston Fire Marshal's Office which include a permit fee and a Standby Fire Watch fee. Multiple food trucks at one location must be spaced 60ft apart. Mobile Food Trucks not in compliance with the City of Houston Health & Human Services and the City of Houston Fire Marshal's Office will be escorted out of the park.

## ALCOHOL SERVING GUIDELINES:

Appendix G is required to serve beer/wine or alcohol anywhere at The Festival to obtain a temporary permit from Texas Alcoholic Beverages Commission ("TABC"). All drinking guests must be at least 21 years of age.

## CERTIFICATE OF INSURANCE(COI) REQUIREMENTS FOR FOOD VENDORS & FOOD TRUCKS ONLY:

Each food vendor AND food truck is required to present their COI to the no later than February 1, 2020 with a \$1,000,000 COI policy for the weekend event. Such insurance must include the following entities as "ADDITIONAL INSURED" on the endorsement: "THE HOUSTON BLACK HERITAGE FESTIVAL, HOUSTON MIDTOWN PARK CONSERVANCY, THE CITY OF HOUSTON, AND SYMMETRY STRATEGIES LLC DBA AREA 59 LIVE ARE HEREBY COVERED AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES OF THE INSURED AT THE 2019 HOUSTON BLACK HERITAGE FESTIVAL." OR A BLANKET ENDORSEMENT MAY BE PROVIDED IF A WRITTEN CONTRACT EXISTS BETWEEN THE LICENSEE, VENDOR, OR CONTRACTOR AND THE CONSERVANCY. A waiver of subrogation including the following language: "Waiver of subrogation is provided in favor of the Certificate Holder in regards to general liability. The insured's coverage shown on this certificate is primary and non-contributory to any insurance in effect for the certificate holder", OR, a blanket endorsement may be provided if a written contract exists between the Licensee, Vendor or Contractor and the Conservancy.

**Liquor Liability Policy: If liquor is served at the Event, a liquor liability policy ("Liquor Liability Policy") covering the Event naming Licensee as the insured (with the effect that Licensee and its employees and contractors of any tier are covered) and the Conservancy Insured as additional insureds, with policy limits of not less than (i) \$1,000,000.00 general aggregate and (ii) \$1,000,000.00 each occurrence.**

# EXHIBITOR GUIDELINES

## LIQUOR AND THE LAW:

1. The Park has been classified by the Texas Alcohol and Beer Commission ("TABC") as a Public Entertainment Facility. Accordingly, all advertising, promotional, sponsorship, and concession agreements authorized by this subchapter shall contain an affirmative provision disavowing the right of any party to engage in conduct prohibited by Section 108.g. 75 of TABC Code.
2. In order to serve alcohol at the Event, you must have a Caterers Permit issued by TABC and have express authorization from the Conservancy in writing. In all cases, bartenders must be TABC- certified. In general, no one other than the Park's restaurant operator, Schiller Del-Grande Group ("SDG"), is allowed to serve alcohol at events that are open to the general public.
3. SDG already has a TABC beer and wine license that covers the Midtown Park Stage and Amphitheater Area.
4. Caterers may not serve alcohol in this area without (i) express written permission of the Conservancy, (ii) paying the fees to temporarily modify the SDG license, and (iii) completing the process described in Appendix G.
4. STATE LAW prohibits the service of alcoholic beverages to:
  - Intoxicated guests. If a guest appears to be intoxicated, immediately inform security.
  - Persons under the age of 21.

**REMEMBER:** Anyone who serves a drink to an intoxicated person or minor can be held personally liable under the state tort law for the acts of an intoxicated individual.

## CLEAN-UP:

All Licensees is required to restore the Event Venue and surrounding areas back to their original condition prior to the period such Event Venue was licensed to the Licensee, immediately following the conclusion of the Event.

## POSSESSION OF WEAPONS PROHIBITED:

Possession of firearms, guns or weapons of any kind is forbidden in the Park. Anyone who fails to comply with this prohibition or who otherwise violates any laws (whether local, state or federal) with respect to firearms of any kind or any other weapon will be immediately removed from the park and may be subject to arrest and prosecution.

## COMPLIANCE WITH LAWS AND PARK REQUIREMENTS:

All exhibitors shall, and shall cause the exhibitor parties to, abide by, conform to and comply with all applicable laws, rules, ordinances, regulations, codes, statutes and court orders (whether federal, state or local) and all disclosed requirements and will not do or permit to be done anything in violation thereof and shall cause the exhibitor parties not to do or permit to be done anything in violation thereof.

## REFUNDS/CANCELLATIONS:

**EXHIBITOR REGISTRATION FEES ARE NON-REFUNDABLE IN ALL CIRCUMSTANCES AT THE TIME PAYMENT IS RECEIVED. BLACK HERITAGE FEST HAS THE EXCLUSIVE RIGHTS TO CHANGE DATE AND/OR LOCATION OF THE FESTIVAL.**

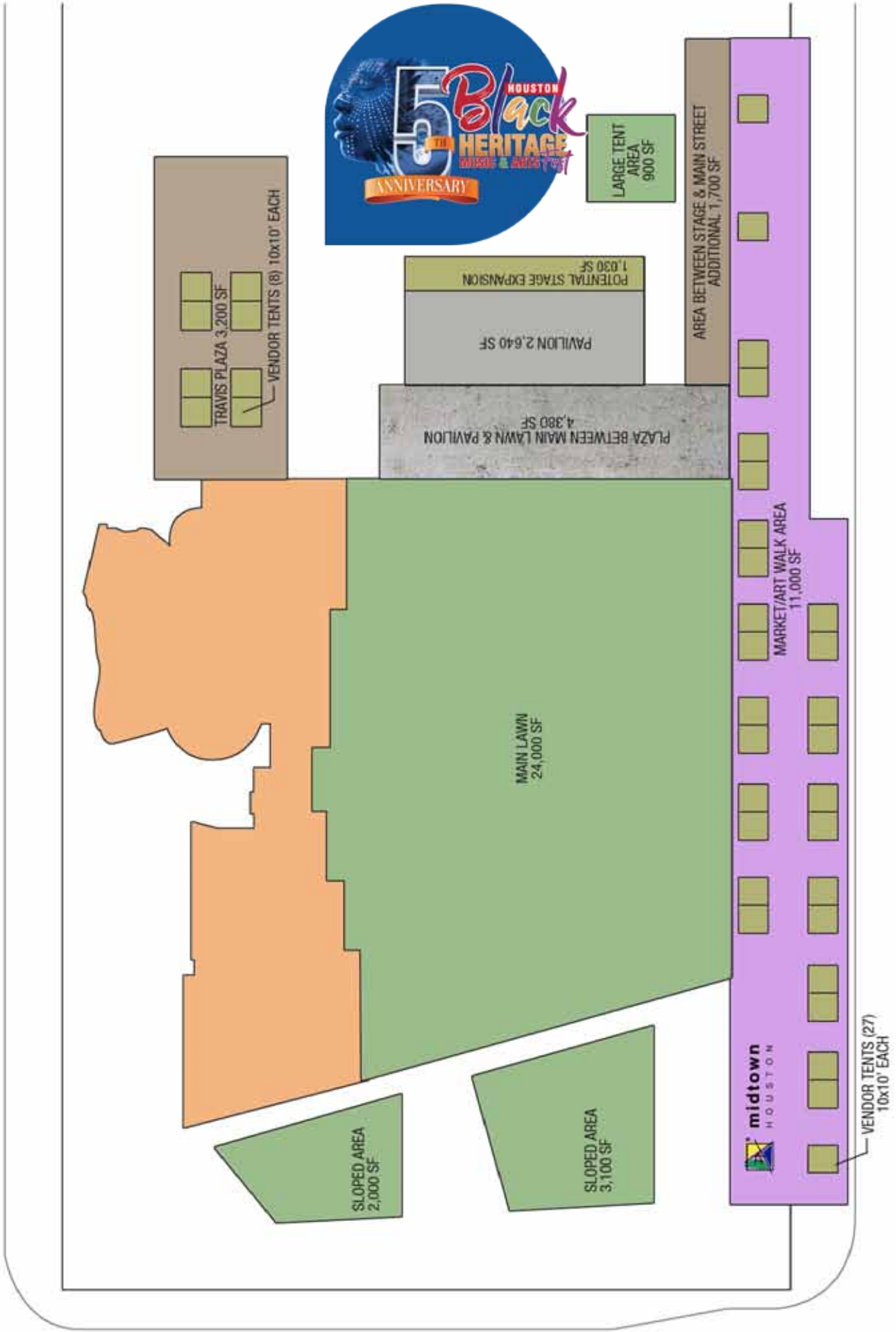
## FINAL APPROVAL:

Exhibitor location and layout will be determined by festival committee.

## CREDENTIALS (I.E. LANYARDS, PARKING PASSES, ETC.):

Credentials will be distributed onsite to vendors/exhibitors who have fully completed all required steps of the approval process. Vendors will need to unload at assigned areas during the set-up times specified by the event coordination staff and then move their vehicles to one of the approved Festival lots.









# CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY)  
03/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> sample	Contact Name:	sample name	sample name
	Phone:	xxx-xxx-xxxx	xxx-xxx-xxxx
<b>INSURED</b> SAMPLE insured's name here	Insurer's Affording Coverage		NAIC #
	INSURER A: Great Divide Insurance Company		
	INSURER B: ACE America Insurance Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/>	X		CNA 1000703	06/01/13	06/01/14	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 MEDICAL EXPENSE EXCLUDED
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> AUTO PHYS. DAM. *	X		CNA 1000703 *AUTO PHYSICAL DAMAGE DEDUCTIBLE: \$2,500	06/01/13	06/01/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO PHYSICAL DAMAGE Incl. in Miscellaneous Equipment
A	<input checked="" type="checkbox"/> Umbrella Liab <input checked="" type="checkbox"/> OCCUR Excess Liab <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	X		CUA 1000704	06/01/13	06/01/14	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 WC Statutory Limits <input type="checkbox"/> Other <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	NOT COVERED HEREUNDER			E.L. Each Accident \$ E.L. Disease - EA Employee \$ E.L. Disease - Policy Limit \$
A	<b>WORLDWIDE PRODUCTION PACKAGE</b> MISCELLANEOUS EQUIPMENT PROPERTY OF OTHERS PROPS, SETS & WARDROBE			CNA 1000703	06/01/13	06/01/14	LIMIT DEDUCTIBLE \$3,000,000 \$3,500 \$1,000,000 \$2,500 \$1,000,000 \$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Scripps Networks Interactive - Cooking Channel - Chuck's Eat the Street 300

Discovery Green Conservancy, Houston Downtown Park Corporation, Houston First Corporation and the City of Houston are Additional Insured (by "Blanket" Endorsement) under General/Auto Liability but only with regard to claims arising from the negligence of Named Insured and as required by written contract. Certificate Holder is Loss Payee with regard to Production Package. All coverage is subject to terms and conditions of policies of insurance. This Certificate does not amend, extend or alter the coverage afforded by the policies above. Insurance is primary and non-contributory. Waiver of Subrogation applies.

## CERTIFICATE HOLDER

Discovery Green Conservancy  
Candy Sigust, Data Management  
Administrator  
1500 McKinney, Houston, Texas 77010

Houston First Corporation  
Lisa Kingsbury, Contract Administrator  
P.O. Box 61469, Houston, Texas 77208

## Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon/Albert G. Ruben Insurance Services, Inc.



POLICY NUMBER: CNA

COMMERCIAL GENERAL LIABILITY

1000703 INSURED: **SAMPLE**

CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Discovery Green Conservancy, Houston Downtown Park Corporation, Houston First Corporation and the City of Houston
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented/used by you.

**RE:** Scripps Networks Interactive – Cooking Channel -  
Chuck's Eat the Street 300

## COMMERCIAL GENERAL LIABILITY

Policy Number:  
CNA1000703 Insured:  
sample

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

### SCHEDULE

Discovery Green Conservancy, Houston Downtown Park Corporation, Houston First Corporation and the City of Houston

RE: sample sample sample

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.