



Food Vendor Agreement

1. Vendor Agreement - This agreement, properly executed and understood by applicant (Vendor), and shall, upon written acceptance constitute a valid and binding agreement. The Texas Arts & Crafts Fair reserves the right to cancel any Vendor booth prior to the event date with full or partial refund to Vendor. Any approved assignee shall be subject to all the provisions and requirements of this contract.

2. Vendor Space Rental - Exhibit space rental includes a reserved space on the paved parking lot and access to electricity and a general waste disposal container. Electricity is available at six locations around the perimeter of the Hill Country Arts Foundation parking lot, with each box providing the following: 220V 50 amp; 110V 30 amp; a duplex for 110V 20 amp. Vendors should provide their own cables/cords.

3. Cancellation or Postponement of Event - In the event that the fair is postponed due to any occurrence not occasioned by the conduct of the Texas Arts & Crafts Fair staff or Vendor, whether such occurrence be an Act of God or the act or conduct of any person or persons not party or privy to this lease, then the performance of the parties under this agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrences results in the cancellation of the fair, the obligations of the parties under this agreement shall be automatically terminated and all rental payments made shall be automatically refunded to Vendor, less a pro rata share of expenses actually incurred by the Texas Arts & Crafts Fair in connection with the fair. The Texas Arts & Crafts Fair shall not be liable for any loss or damage to Vendor, which may be caused by or associated with any postponement/cancellation of the fair.

4. Food – All food sold by vendors shall be of human approved consumption and carry all approved health permits including up to date licenses and sanitary and approved vending permits.

5. Warranties - It is expressly recognized and understood that the Texas Arts & Crafts Fair makes no warranties, representations, promises or commitments regarding the number of vendors participating in the Texas Arts & Crafts Fair; the number of individuals attending the Texas Arts & Crafts Fair; or the projected success of the Event. The Texas Arts & Crafts Fair shall not be liable for loss or damages that may be caused by poor attendance, too few vendors, or any other circumstances that vendor may deem to have adversely impacted their participation in the event.

7. Move-In - Vendor agrees to arrive for move-in at the assigned time. Vendor and booths must remain intact for duration of event.

8. Sales tax – Vendors agree to collect and report Texas sales tax, in the amount of 8.25 percent.

9. Insurance - As a vendor at the Texas Arts & Crafts Fair, we require that you provide us with evidence of insurance with the minimum requirements outlined below:

Commercial General Liability (Occurrence Form)

General Aggregate (other than Prod/Comp Ops Liability)	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal & Advertising Injury Liability	\$ 1,000,000
Each Occurrence	\$ 1,000,000

Texas Arts & Crafts Fair/ Hill Country Arts Foundation, Inc must be named as an Additional Insured with Waiver of Subrogation wording in favor of Texas Arts & Crafts Fair/ Hill Country Arts Foundation, Inc. The above coverages must be placed with an insurance company with an A.M. Best rating of A-VII or better. *Please forward your certificate within 10 days prior to the event.*

In consideration of acceptance, I hereby, waive all rights, and claims I may have against the sponsors, coordination group, and any individuals associated with this event and their property owners with said event. I accept to be responsible for any loss of personal items, security and health risks associated or any other form of aggravation in connection with this event. I also give permission for the free use of my name and picture in any broadcast, telecast or print media account of this application. By signing this form, I acknowledge that I have read and fully understand my own liability and accept all rules and responsibilities as a participant vendor.

Vendor printed name

Vendor signature

Date

WANDA GARNER CASH

Fair Coordinator

Date