

Effective: October 1, 2007

Last Updated: April 15, 2010

Policy: Special Event Booth Vendor Application / Non-profit 501 – c Application



P E A R L A N D
Parks & Recreation

Learn. Play. Grow.

July 4th Celebration of Freedom
Sunday, July 4, 2010
Activity/Craft Vendor Application / Contract
Nonprofit 501-c Booth Vendor Application / Contract

Between
The City of Pearland Parks and Recreation
And
Your Business/Organization

This agreement is made and entered between Pearland Parks and Recreation, a department of the City of Pearland and your business, Independent Contractor / Vendor, to provide and execute services on the 4th day of July, 2010, for the event known as July 4th Celebration of Freedom. In the event that applicant is not accepted by the EVENT, applicant will receive a full refund and contract is null and void.

Whereas, Pearland Parks and Recreation's principal place of business is located at 2947 Broadway, Suite 200, Pearland, TX 77581, in Brazoria County;

Whereas, VENDOR declares that it is an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this agreement.

OR

Whereas, VENDOR declares that it is a nonprofit 501–c entity and has complied with all federal, state and local laws regarding nonprofit organizations permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this agreement.

Therefore, in consideration of the foregoing representation and the following terms and conditions, the parties agree:

1. The 2010 BOOTH SPACE will consist of:
 - 10' X 10' sq ft of operational space
 - Hours of Operation:

Sunday	6:00pm – 10:00pm
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- Roving on site security throughout the event, set-up and take-down
 - Opportunity to sell signature items
 - Opportunity to promote your company on-site with coupons, promotional materials and name-identified uniformed employees
 - No applications accepted after June 18, 2010
 - On site set up begins July 4, 2010 at 2:00 p.m.
2. Agree independent vendor / Non-profit vendor will be responsible for providing all operational equipment such as tents, tables, and chairs if not provided in booth description.
 3. Agree that the booth location is determined by Pearland Parks and Recreation (taking the optional corner fee into consideration) and is non-transferable.
 4. Agree to provide own power supply unless Pearland Parks has stated availability of power for vendor usage.
 5. Agree that in the event VENDOR cannot participate in July 4th Celebration of Freedom the booth fee is **NON-REFUNDABLE AND NON-TRANSFERABLE.**
 6. Agree to the following regulations defining booth decorations:
 - All decorations must be tasteful and reflect theme of individual vendor or event theme.
 - All decorations must be flame retardant and meet fire code regulations.
 - Decorations must be within boundaries of allotted booth space.
 - Ground, pavement, walls, poles etc. surrounding booth must not be damaged or defaced in any way.
 7. Agree to sell only material souvenirs and not food items. Certain promotional items may be given away. However, all giveaway items must have prior approval of Pearland Parks and Recreation.
 8. Agree that all marketing and promotional material will be distributed ONLY from the booth location. No member of the organization is to distribute information verbal or printed more than five (5) feet from the assigned booth space. Violating this policy will cause your organization to be dismissed from the festival grounds without a refund. In addition your organization will not be allowed to participate in future City sponsored events.
 9. Agree to behave in a professional manner or be dismissed from the festival grounds without a refund. Any vendor suspected of alcohol or drug usage during the festival, set up or take down, will be dismissed from the festival without a refund.

10. Agree that excessive complaints (2 or more) from event participants, staff, or patrons, will result in being dismissed from the festival grounds without a refund. In addition your organization will not be allowed to participate in future City sponsored events.
11. Agree not to damage property of the CITY OF PEARLAND or PEARLAND INDEPENDENT SCHOOL DISTRICT (PISD) in any way, (nails, staples, paint, etc) and agree to pay any damages therein.
12. Agree to operate booth space throughout all hours of the events and agree to remain in booth until official closing times. **If vendor arrives past the specified set up time for the event, vendor will not be allowed admittance and a refund will not be given.**
13. Agree that the following items must be postmarked by June 18, 2010:
 - a. Signed Application / Contract
 - b. Cashier's check, money order, or check for booth fees (Payable to City of Pearland)
 - c. Price representative of all items to be sold
14. General supervision: Vendor is an independent contract and retains the sole right to control and / or direct the manner in which the services described herein are to be performed and details of all work performed by Vendor, its employees and representatives. Subject to the foregoing, Pearland Parks and Recreation retains the right to inspect the progress of the work performed by Vendor. Pearland Parks and Recreation has the limited right to stop the work, to prescribe alterations and generally to oversee the work only to insure its conformity with that specified herein. Pearland Parks and Recreation's general oversight is in no way intended to assume control or to direct the details of Vendor's work, which duties remain solely with Vendor.
15. Disclaimer: The event will be held rain or shine to the best abilities of the Pearland Parks and Recreation. Pearland Parks makes no representation as to the number of potential Event attendees and assumes no liability for any financial loss due to Vendor's operation at the event.
16. **INDEMNITY: VENDOR SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY OF PEARLAND AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, THE EVENT SPONSORS AND THEIR AFFILIATES FREE AND HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR OTHER LITIGATION (INCLUDING ALL COSTS THEREOF AND ATTORNEY'S FEES) OF EVERY KIND AND CHARACTER ARISING AGAINST THE CITY OF PEARLAND AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, THE EVENT SPONSORS AND THEIR AFFILIATES OR ANY THIRD PARTY (INCLUDING BUT NOT LIMITED TO, PERSONNEL FURNISHED BY VENDOR OR ITS VENDORS AND SUBCONTRACTORS OF ANY TIER) ON ACCOUNT OF BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO OR LOSS OF PROPERTY IS CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL ACTS OR CONDUCT AND/OR STRICT LIABILITY OF VENDOR, ITS VENDORS OR SUBCONTRACTORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES, OR ANYONE OR MORE OF THEM IN CONNECTION WITH THE EVENT.**

Please provide contact information:

Company Name _____
Contact Name _____
Daytime Phone _____ Cell _____
FAX _____ Email _____
Mailing Address _____
City _____ State _____ Zip Code _____
Alternate Contact _____ Email _____

Booth space is contracted for 2010 during all hours of operation for July 4th Celebration of Freedom.

The 2010 BOOTH FEE:

\$_____ \$40.00 Vendor Booth Fee
\$_____ \$25.00 Late fee (if not postmarked by June 18, 2010)
\$_____ Total Amount Due

Agree to sell only those items approved by Pearland Parks and Recreation and in a manner that meets the city health and fire regulations. Items to be sold include:

First Item _____ Price _____
Second Item _____ Price _____
Third Item _____ Price _____

(Attach a sheet for additional item listing)

AGREED AND ACCEPTED

Vendor Signature Title Date

Printed Vendor Name

Pearland Parks and Recreation – Special Event Coordinator Date

- FILL OUT, SIGN AND SEND ONLY THIS PAGE ALONG WITH PAYMENT -