

# Texas PHP Fest Marketplace Application/Agreement

June 29, 2019

Exhibitor Name: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone No: \_\_\_\_\_

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

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

Number of Booth Spaces Needed: \_\_\_\_\_ Dimensions approx. 10' X 10'. Cost is \$50 per space. (Cost for applications received prior to April 30 is \$25 per space.)

Description of items/produce that will be sold: \_\_\_\_\_

Review, sign and return this Application/Agreement, with payment, by **June 8, 2019** to: TX PHP Fest Marketplace; c/o Lareatha H. Clay; 1411 Pecos St.; Dallas, TX 75204. **Make check payable to Texas Purple Hull Pea Festival.**

This vendor space rental agreement is entered into by and between the Shankleville Historical Society, Inc., dba Texas Purple Hull Pea Festival and the vendor indicated above for empty booth rental space at the 2019 Texas Purple Hull Pea Festival. I, the undersigned, understand that the Shankleville Historical Society, Inc., and/or the Texas Purple Hull Pea Festival reserve(s) the right to refuse my participation in the TX PHP Fest Marketplace and, in the event my application is accepted, may ask that items be removed from my booth if they are deemed inappropriate for the TX PHP Fest Marketplace and/or are not in keeping with this agreement. I agree to abide by the decisions of the Texas Purple Hull Pea Festival organizers, and by the TX PHP Fest Marketplace rules and regulations:

## 1. Responsibilities and Duties of Vendor

Vendor agrees to the following rules and regulations:

### Rules

- No glass containers
- No use of tacks, glue products or nails outside of your tent or booth area
- No leaving trash
- No sale or consumption of alcohol allowed on premises

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- **No sale of soft drinks or bottled water** (will only be sold by event organizers)
- **No sale of any merchandise or novelties bearing the complete or modified official logo of the Texas Purple Hull Pea Festival – past or present**
- **No sale of any merchandise or novelties bearing the phrase “Texas Purple Hull Pea Festival” or any derivative thereof, e.g., “TX PHP Fest,” “TX PHP,” “PHP Fest”**

### **Equipment and Clean-up**

Vendor is responsible for providing all of their own tent, booth, signage or marketing tools, equipment, utensils, fixtures utility access lines, supplies ingredients and any other items necessary to operate and/or sell items at their booth. Vendor is responsible for all set-up and dismantling of all tents, booths and equipment.

Vendor further agrees to keep their booth rental area free of any slip or trip hazards from cords, lines, trash cans or equipment. Vendor is responsible for and agrees to keep their booth rental area free of trash during hours of festival operation.

Vendor is further responsible for all timely clean-up, including disposal and/or removal of all trash, equipment, and other items, in connection with their rental space, upon closing of the event.

**Vendor understands that electrical power will not be provided.** Food vendors may utilize propane for food preparation.

### **Health and/or Safety Regulations**

Vendor warrants they have any and all requisite permits or licenses required under applicable state, county, and/or city ordinances and regulations. Vendor further agrees they will abide and follow any applicable state and/or county health and safety code regulations and ordinances with respect to preparation of, storage, and/or sale of items from their booth rental area.

## **2. Force Majeure**

The Festival and/or its organizers will not be responsible for any weather conditions or other acts of God that result in cancellation of the event.

## **3. Market and Profitability**

The Festival and/or its organizers does not represent, promise or otherwise guarantee any profit, income, or patron turnout of any kind to Vendor. Vendor is responsible for their own marketing, production and sales.

**4. Release and Indemnification**

**VENDOR IS SOLELY RESPONSIBLE FOR ANY INJURIES OR DAMAGES SUSTAINED AND ASSUMES ALL RESPONSIBILITY IN THE EVENT OR DAMAGES, PERSONAL INJURIES OR FATAL INJURIES RESULTING FROM INJURY OR DAMAGE OCCURRING AS A RESULT OF ANY ITEM(S) SOLD BY VENDOR AND/OR THROUGH THE LEASED BOOTH RENTAL SPACE TO VENDOR, HIRED OR VOLUNTEER PERSONNEL OF VENDOR, AND/OR PATRONS OF VENDOR.**

**IN NO EVENT SHALL VENDOR OR ANY PERSON OR ENTITY AFFILIATED WITH THE SHANKLEVILLE HISTORICAL SOCIETY OR THE TEXAS PURPLE HULL PEA FESTIVAL BE LIABLE TO VENDOR, ANY PATRON OF VENDOR, OR OTHERWISE, FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURIES, FATAL INJURIES, PROPERTY DAMAGE, THEFT, LOSS OF USE, COSTS AND LOSSES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OF OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF RENTAL SPACE OR ITEMS SOLD THEREFROM. TEXAS PURPLE HULL PEA FESTIVAL AND ITS ORGANIZERS IS HEREBY RELEASED FROM ANY AND ALL AFOREMENTIONED LIABILITY. VENDOR AGREES TO HOLD FESTIVAL AND FESTIVAL ORGANIZERS HARMLESS FROM ANY SUCH LIABILITY OR DAMAGE AND FURTHER AGREES TO INDEMINFY THE TEXAS PURPLE HULL PEA FESTIVAL AND ITS ORGANIZERS FOR ANY COSTS OR DAMAGES INCURRED AS A RESULT OF ANY ALLEGED LIABILITY ON THE PART OF THE FESTIVAL AND/OR ITS ORGANIZERS OR IN ANY WAY CONNECTED WITH THE TERMS OF THIS AGREEMENT, THE USE OF BOOTH RENTAL SPACE, AND/OR ITEMS SOLD THEREFROM.**

This agreement fully sets forth all terms relating to the subject booth rental and operation thereof. No oral agreement or promise has been made outside of the terms of this agreement.

Vendor hereby indicates by their signature below that they have read and agree with the terms and conditions of this Agreement consisting of 3 pages in its entirety.

**VENDOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title