

VENDOR OPPORTUNITIES



ANNUAL FAMILY FUN FESTIVAL OCTOBER 12, 2019

CONTACT:
Lenette Cox
940-293-7434

MORE INFO:
www.bonnieandclydedays.org
www.cityofpilotpoint.org



Welcome to the 10th Annual Bonnie & Clyde Days!

Dear Vendors,

Mark your calendars for Saturday, October 12th for the 10th Annual Bonnie & Clyde Days! We are working hard to put on an even bigger and better Bonnie & Clyde Days than ever before. We are bringing back all of the old favorites including the Movie Reenactment, Model A Cars, Soap Box Challenge, FREE Kid Zone, Pie Eating Contest, Activities for the Children, and Live Entertainment throughout the day. **Also, this year we've extended the hours into the night and are having a free concert on the Square opening with Tyler Rogers and featuring Jarrod Morris!!**

Reserve your spot now to ensure that you will have excellent access to the crowds throughout the day. Food Vendors only – you have the option of closing your booth at 4:30pm or staying until the concert is over to provide for our evening guests. Many of the vendors last year were pleasantly surprised with the amount of sales they had over the course of the day, and some even ran out of merchandise and supplies before closing time.

Please feel free to contact me if you have any questions!

Sincerely,
Lenette Cox

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VENDOR BOOTH APPLICATION

Saturday, October 12, 2019

10:00 am – 10:00 pm

(Food vendors have the option to close at 4:30pm or 10:00pm)

NO REFUNDS will be given for any reason unless the City cancels the event for safety purposes

Non-Profit Vendors (10x10) - \$30.00 _____ + electric \$10.00 _____ total \$ _____

For-Profit Vendors (10x10) - \$50.00 _____ + electric \$10.00 _____ total \$ _____

Food Vendor - \$100.00 (includes Health Permit) _____ + electric \$10.00 _____ total \$ _____

Limited Electricity available (no 220 outlets)

Booth set-up 7:00 a.m. - 9:30 a.m.
Must be ready to open at 10:00 am

(PLEASE PRINT)

Contact Name _____ Organization/Business Name _____

Address _____ City/State/Zip _____

Phone: _____ Email address: _____

***Please describe items/food to be sold, or materials to be displayed: _____

This booth will be closing down and leaving the Square: 4:30pm-5:00pm _____ **OR** 10:00pm _____ (Initial)

Signature _____ Date _____

In consideration of accepting this application for booth space, the undersigned hereby **ELECTS TO AND DOES RELEASE THE CITY OF PILOT POINT, PILOT POINT MAIN STREET, STATE OF TEXAS AND ALL THE RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE WHICH THE UNDERSIGNED HAS EVER HAD OR MAY NOW HAVE OR MAY HEREAFTER HAVE, WHETHER NOW KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR BY REASON OF OR ANY WAY CONNECTED WITH, ANY INJURIES, LOSSES, DAMAGES, OR THE RESULTS THEREOF, WHICH HERETOFORE HAS BEEN OR HEREAFTER MAY BE SUSTAINED BY THE UNDERSIGNED** as a result or in connection with or arising out of the undersigned's participation in the Pilot Point Bonnie and Clyde Days.

I, the undersigned, have read and retained a copy of attached information and have agreed to the stated terms and conditions, including the above release, and understand all terms stated within. I execute this release voluntarily and with full knowledge of its significance and understand that violation of any rules may result in denial of participation in future years.

Signature _____ Date _____

NO REFUNDS will be given for any reason unless the City cancels the event for safety purposes.
_____ (Initial)

Return this form along with payment to: Pilot Point Main Street, 102 E. Main St., Pilot Point, TX 76258 or email form to: lcox@cityofpilotpoint.org. To make phone payments call 940-686-2165. Applicants will be accepted on a first paid, first reserved basis. We reserve the right to limit the amount of participants at any time.



VENDOR REGULATIONS

1. Booth space will consist of:
 - a. 10x10 space or space for trailer. Trailer must be approved prior to festival, and may be subject to additional fee.
 - b. Additional electricity available (see form for charges)
2. All Vendors will be responsible for all tables, chairs, tents, extension cords for electrical (if paid additional electric fee) or items needed to complete booth set up.
3. Set up time is 7:00am-9:30am. **All Vendors must be set up and ready to open at 10:00am.**
4. Festival hours are 10:00am to 10:00pm. **Food vendors are given a choice to leave between 4:30pm-5:00pm OR stay until 10:00pm for sales during the concert. No Food Vendor choosing to leave at 4:30pm will be allowed to pack up before 4:30pm and No Food Vendor choosing to stay past 5:00pm will be allowed to pack up before 10:00pm. Any Vendor in violation will be fined ½ of booth rental and will not be asked to return for future festivals.**
5. Food Vendor will be responsible for providing the following:
 - a. All food items, operational equipment, table, chairs, tents, extension cords for electrical (if paid additional electric fee) or items needed to complete booth set up
 - b. Menu signs
 - c. The Denton County Health Department **will be** inspecting booths for compliance of food vendor regulations. A temporary health permit must be obtained from Denton County Health Department the morning of the festival. **All food vendors must pass the health inspection.** Failure to pass will result in closure of booth and booth fee will not be refunded. This is **MANDATORY**
 - d. Fire extinguisher
 - e. Hand washing station, bleach water
6. Booth location is determined by the Bonnie and Clyde Festival committee and is **non-transferrable**.
7. A food Vendor may sell only those items outlined in the Food Vendor Application and approved by the committee and must sell in a manner that meets city health and fire regulations.
8. Food Vendors **cannot cook under a tent or awning.**
9. Payment for booth space is **due no later than September 27, 2019.** In the event a Vendor cannot participate in the Festival, the fee is **NON-REFUNDABLE.**
10. Roaming sales are not allowed.

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11. The undersigned applicant warrants that applicant is solely responsible for the food and/or merchandise that they intend to sell at the Pilot Point Bonnie and Clyde Days Festival. It is understood that the Pilot Point Main Street, as sponsor of the festival, merely rents space to the applicant and assumes no responsibility for the safekeeping or protection of same. In consideration of and to induce the sponsor to arrange for space, the undersigned applicant does hereby release the sponsor from any claim, action, demand, or liability arising out of conduct of any nature of the sponsor, its officials or agents, including its asserted failure to exercise ordinary care and does hereby indemnify from any claim, action or demand by any person for expense or damage arising from the sale of food or services. It is understood that the Pilot Point Main Street is renting space at the Pilot Point Bonnie and Clyde Days Festival to the applicant for the sale of food/merchandise and assumes no responsibility for the supervision or guarding of the rental space of products at the said rental space.

12. No Vendor/Concessionaire of the Pilot Point Bonnie and Clyde Days Festival will set up a booth on any location other than the assigned are for the Vendor/Concessionaire planned by the Pilot Point Main Street. **Fines of ½ the booth rental will be assessed if a booth is moved.**

13. No Animals allowed in booth space during the festival (except for service animals, pet adoption booths and photo booths).

14. Vendor/Concessionaire must keep area clean and safe at all times.

15. Vendor/Concessionaire agrees that the Pilot Point Main Street and/or City of Pilot Point will not be liable for the interruption of electricity or any utility service and that neither shall be liable in damages or otherwise for a cancellation of the event for any reason.

16. The Pilot Point Bonnie and Clyde Days Festival reserves the right to inspect the booth of any Vendor/Concessionaire and/or area of operation at reasonable times throughout the agreement.

17. Vendor/Concessionaire **will not sublease** the space leased without pre-approval by the Festival's designated representatives.

18. Vendor/Concessionaire will be responsible for the cleanup of their designated area. Further, Vendors/Concessionaires are responsible for keeping their space clean and taking all merchandise/goods and personal trash with them when they leave the event. Vendors must provide their own trash bags. Vendors are responsible for all security of merchandise.

19. The Festival is not liable for any personal injury or property loss caused by theft, calamitous weather or accident.

20. Vendor/Concessionaire understands that the Festival **will not have money on location for making change.**

21. Vendor/Concessionaire will only be permitted access to designated selling areas by showing their vendor pass.

22. Booth Fees will not be refunded for any reason including rain delays, event cancellation due to inclement weather or vendor initiated cancellations.

23. Vendor/Concessionaire understands that the Festival cannot guarantee another Vendor/Concessionaire will not sell a similar product. But Festival would like to make Vendor/Concessionaires aware that they will seek no more than two Vendor/Concessionaires of similar products and guarantee that similar Vendor/Concessionaires will not be placed in close proximity to each other.

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24. No cars will be allowed to park on Square or at vendor booths.

25. Each Vendor/Concessionaire will receive only **one Vendor Parking pass**. Additional parking passes **may be purchased for \$10.00 per vehicle**. **Parking is NOT ALLOWED at City Hall or on the Square**. **Vendor entrance is located at the corner of N. Washington St. and W. Main St.**

26. **Vendor parking will be north of the Square between Washington St. and Jefferson St. at the corner of Washington St. and Walcott St.**

27. **Sales Tax:** If your organization is exempt from sales tax liability, you must provide documentation, upon request. Others must have a **Texas Sales and Use Tax Permit**. A compliance visit from the State Comptroller's Office can be expected. You are solely responsible for the reporting and payment of all sales/use tax applicable to your sales.

I, the undersigned, have read and retained a copy of Vendor Regulations and have agreed to the stated terms and conditions and understand all terms stated within.

Signature _____ Date _____

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