

FARMERS MARKET VENDOR BOOTH APPLICATION

**Last Saturday of Months April-July
8 am – 12 pm**

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

Vendors (10x10) - \$20.00 _____ + electric \$10.00 _____ Total \$ _____

Limited Electricity available (no 220 outlets)

Booth set-up 7:00 a.m. - 7:45 a.m.

Must be ready to open at 8:00 am

(PLEASE PRINT)

Contact Name _____ Organization/Business Name _____

Address _____ City/State/Zip _____

Phone: _____ Email address: _____

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 Farmers Market.

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: whaun@cityofpilotpoint.org. To make phone payments call 940-686-2165 Ext. 100. 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
 - b. Additional electricity available (see form for charges)



For more information, contact Wendy Haun | 940-293-7434 | whaun@cityofpilotpoint.org

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 am – 7:45 am. **All Vendors must be set up and ready to open at 8 am.**

4. Market hours are 8 am to noon.

5. Booth location is determined by the Main Street Director and is **non-transferrable**.

6. **Payment for booth space is due no later than the Thursday before each market.** In the event a Vendor cannot participate in the Farmers Market, the fee is **NON-REFUNDABLE**.

7. Roaming sales are not allowed.

8. The undersigned applicant warrants that applicant is solely responsible for the food and/or merchandise that they intend to sell at the Pilot Point Farmers Market. 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 Farmers Market 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.

9. No Vendor/Concessionaire of the Pilot Point Farmers Market 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.**

10. No Animals allowed in booth space during the festival (except for service animals).

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

12. 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.

13. The Pilot Point Farmers Market reserves the right to inspect the booth of any Vendor/ Concessionaire and/or area of operation at reasonable times throughout the agreement.

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

15. 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.

16. The Farmers Market is not liable for any personal injury or property loss caused by theft, calamitous weather or accident.

17. Vendor/Concessionaire understands that the Farmers Market **will not have money on location for making change.**

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

19. Vendor/Concessionaire understands that the Farmers Market cannot guarantee another Vendor/Concessionaire will not sell a similar product. But Farmers Market would like to make Vendor/Concessionaires aware that they will



For more information, contact Wendy Haun | 940-293-7434 | whaun@cityofpilotpoint.org

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.

20. **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 _____



For more information, contact Wendy Haun | 940-293-7434 | whaun@cityofpilotpoint.org