



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 8:00pm.
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 22, 2023 at 5 pm.** In the event a Vendor cannot participate in the Festival, the fee is **NON-REFUNDABLE.**
10. Roaming sales are not allowed.
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,



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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. Vendor/Concessionaire agrees that any and all sales of “Cottage Foods,” as that term is defined by Chapter 437 of the Texas Health and Safety Code, shall be subject to all pertinent Texas Cottage Food laws and regulations (see www.texascottagefoodlaw.com for pertinent laws and regulations).

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

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

16. 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.

17. 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.

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

19. 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.

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

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

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

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

24. 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.

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



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26. 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.**

27. Vendor parking will be at the Calvary Baptist Church, 125 N Jefferson St.

28. **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.



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