



# Vendor Application

## CHECKLIST

1. Application- Completed and Signed
2. Photograph of booth set up and product(s)
3. Copy of Texas Sales Tax Permit
4. Regulations & Guidelines- Read & Signed
5. Full Payment

Dear Valued Vendor,

The 3<sup>rd</sup> Annual Galveston Island Food & Wine Festival is set to kick off Thursday April 19-22, 2012.

Last year at Food & Wine Festival

- Attendee numbers reached 5,000
- Live Music was held in Saengerfest Park throughout the day
- The Grand Wine Tasting Event was held in Saengerfest Park

Our goal this year is to draw in more spectators with the expansion of the

- Grand Wine Tasting
- Art Vendors

We are looking for unique vendors with hand made crafts, products and variety of gifts, to contribute to the continued success of the Food & Wine Festival on **Saturday April 21, 2012.**

Please review the full application packet and contact us with any questions or concerns. Applications and other information are available online at **[www.galveston.com/foodandwine](http://www.galveston.com/foodandwine)**

## **Terms and Conditions For Exhibit Space**

### **RESERVATION PROCEDURES**

No Telephone Reservations will be accepted and there are NO GUARANTEED reservations without payment. You must complete the application and forward to us with full payment to reserve your space. Booth spaces will be assigned at check-in. Upon acceptance of your application a confirmation will be sent to you. Spaces will be assigned on a first paid first reserved basis. NO EXCEPTIONS.

### **CHECK IN**

Saturday April, 21<sup>st</sup> @ 7:00 am on the corner of 23<sup>rd</sup> Street and Strand Street. Vendors will be allowed to pull their vehicle up to their assigned space to unload. Once items are unloaded all vehicles should be moved to allow other vendors to unload. All vehicles must be off of 23<sup>rd</sup> street by NO LATER than 9:30am.

### **FESTIVAL HOURS**

**Saturday April 21, 2012 10am – 7 pm** (A complete schedule is available on the website.)

### **CAPACITY CONTROL**

The policy of controlling the number of exhibitors selling/displaying at each show will continue throughout the year. Early reservations with full payment is important!

### **BOOTH SPACE ASSIGNMENT**

Vendors will be located on 23<sup>rd</sup> street from Harborside to Mechanic. Booth assignment will be given at check in. Returning vendors from any of Yaga's Entertainment, Inc. festivals have first right of space request if application completed and received by February 1. All booth assignments after that are based on a **first paid, first reserved basis**. Management will work with you as best possible to honor your space requests. Special circumstances require management discretion. Yaga's Entertainment, Inc. reserves the right to reassign your reserved exhibit space if you do not set up within designated set-up times or call our offices at 409-770-0999.

### **POWER**

Vendors will be allowed to bring inverter generators only for a power source. The festival does not provide power.

### **FIRE TENT PERMIT**

All vendors with a tented space larger than 100 sq ft. (10 x 10) will be required to have a Fire Tent Permit issued through the Fire Marshal's office in Galveston. Call the Galveston Fire Department for any questions. (409) 797-3865

### **SALES TAX PERMIT**

All federal, state, and local laws governing retail sales tax must be followed. Vendors **MUST** provide Yaga's Entertainment Inc. with their own Texas sales tax number. Vendor is required to display the registration certificate throughout entire festival. An online application form is available at <http://www.window.state.tx.us/taxpermit> Proof of Sales Tax must be provided before you are allowed to move-in to your spot. All information will be maintained with the strictest of confidentiality.

### **INSURANCE**

Insurance is included in the vendor space fee.

*YAGA'S ENTERTAINMENT, INC. will provide (VENDORS) General Liability coverage under their "Special Events Policy #CL420912373 written with Essex Insurance and meeting the General Liability requirements:*

*\$1,000,000 Per Occurrence/\$2,000,000 Aggregate Bodily Injury & Property Damage*

*\$1,000,000 Personal Injury/Advertising Injury Limits*

*\$100,000 Fire Damage Legal Liability*

*\$1,000 Medical Payments Limit*

### **CANCELLATION POLICY**

SORRY NO REFUNDS are given unless the festival is cancelled.

### **PAYMENT OPTIONS**

Credit Card, Business Check, Personal Check, Money Order and Cash

\*\*\*A \$30.00 fee will apply to all returned checks

# APPLICATION AND AGREEMENT FOR VENDOR SPACE

**\*\*\*REGISTER BEFORE FEBRUARY 1 AND RECEIVE 20% OFF APPLICATION FEE\*\*\***

## Festival Date: Saturday, April 21, 2012

<u>Non Food Vendor</u>	<u>Food Vendor</u>
# of Spaces (1Booth =12'x12' ) _____	# of Spaces (1Booth =12'x12' ) _____
# of spaces _____ x \$200.00      \$ _____	1 <sup>st</sup> space      \$ <u>350.00</u>
	Additional Space(s) _____ x \$300.00      \$ _____
	Deposit (Refundable if applicable)      + <u>100.00</u>
<b>TOTAL</b> \$ _____	<b>TOTAL=</b> \$ _____

**It is required that you list what you will be selling/displaying**

Company _____ Address _____ City _____ State _____ Zip _____ Applicant Name _____ Phone (Day) _____ Fax _____ Cell _____ Email _____	<p style="text-align: center;"><b><u>Fax Back With Credit Card Or Mail Money Order</u></b></p> <p style="text-align: center;"><b><u>Payment To:</u></b>                  Yaga's Entertainment, Inc.                  2314 Strand St Galveston, TX. 77550                  Phone (409) 770-0999 Fax 409-419-1717</p> Charge My:    Visa    MC    Amex    Disc    Amount \$ _____ Account # _____ Exp. Date _____ Security Code _____ Name of Cardholder _____ (PRINT) Signature _____
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Application (hereinafter described) hereby applies for exhibit space at the 2012 Food & Wine Festival. This application shall become an agreement between applicant and Yaga's Entertainment, Inc. for the use of said space under the following terms and conditions. Yaga's Entertainment, Inc. will assign exhibit space in accordance with exhibitor's date of acceptance. Exhibit fees will include space rental only.

**MAIL OR EMAIL APPLICATIONS TO:**

*Yaga's Entertainment, Inc.*  
 2314 Strand, Galveston, TX 77550  
 Attn: Elizabeth Kibling  
[EKibling@yagaspresents.com](mailto:EKibling@yagaspresents.com)

**I have read, understand and am in compliance with the 2012 Galveston Island Food & Wine Festival application pages 1-7**

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **REGULATIONS AND GUIDELINES**

- 1) All concessions on public right-of-ways and on private property that are controlled by the City of Galveston will be permitted by YAGA'S ENTERTAINMENT, INC.
- 2) Pre-fabricated booths will be allowed in the areas designated by Yaga's Entertainment, Inc. Booth space size is 12' x 12'. NO MOTORIZED CONCESSION VEHICLES OR TRAILERS ARE ALLOWED.
- 3) No amplified music systems will be permitted without prior approval from Yaga's Entertainment, Inc.
- 4) Informative signs with prices are allowed on booths only. Brand names are NOT permitted. This is to protect advertising rights of Sponsors.
- 5) No peddling will be allowed outside of the concession booths at any time.
- 6) No Telephone Reservations will be accepted and there are NO GUARANTEED reservations until the application is completed and paid for in full. Partial payments and payment plans are not accepted. Confirmation e-mail will be sent to the email given on the application upon acceptance.
- 7) Heat presses or transfers WILL NOT be allowed without prior approval of the Yaga's Entertainment Staff. All goods and services must be listed on this contract.
- 8) All booth assignments will be given at check in. Vendors will be assigned a specific check in time by email a week prior to the event.
- 10) All Vendors with tents are required to provide the proper equipment to ensure the tent is weighed down. (Cinder blocks, sand bags, water barrels) If you do not provide the proper equipment you will not be allowed to set up.
- 11) Yaga's Entertainment Inc. has the right to refuse an application.

### **Safety and Security:**

Due to public safety concerns, there will be no placing of any structures, signs, or products on the sidewalk area whatsoever, unless authorized by Yaga's Entertainment, Inc. No items will be chained to parking meters, signs or utility poles.

### **SECURITY**

There will be patrolling security hired by the City. However, VENDOR IS SOLEY RESPONSIBLE FOR THEIR OWN SECURITY.

### **Cleanup Requirements:**

**ALL VENDORS** will be required to clean their area.

**FOOD VENDORS** dealing with greases or oils are required to provide plastic pails with lids (mayonnaise or pickle buckets) into which you can safely secure your grease and empty into grease recycling containers that will be provided and placed in close proximity of the vendor area. Do not leave or dispose of your grease or trash in any other manner. Failure to comply with this requirement will result in forfeiture and possible ticketing from the City of Galveston.

**CLEANUP DEPOSIT** fee is \$100 per food vendor. If you forfeit the cleanup deposit by failure to comply with cleanup requirements, you will be responsible for paying an additional \$100 cleanup deposit in order to hold your event vendor spot. Deposit return will occur 2 weeks after the festival. Failure to abide by these rules will result in a penalty for your business' participation in future Yaga's Entertainment Inc. events.

Yaga's Entertainment, Inc. and the City of Galveston encourages recycling during the event. Please comply with all clean up requirements and recycling procedures to protect the environment and support Galveston Islands efforts.

### **Menu Selection and Policies:**

As part of the application process, food vendors must list food items to be sold and pricing. Food vendors may only sell those items listed on the vendor application. Vendors may not sell any additional items without the express written consent of Yaga's Entertainment, Inc. In addition, we reserve the right to state that certain items cannot be sold, and therefore those items must be omitted. All food vendors will be prohibited from selling non-food items, such as hats, t-shirts, etc. Conversely, all non-food vendors will be prohibited from selling or giving away food or drinks.

### **Use of Logos, Marks, and Images:**

Vendors may not sell any item with the official Galveston Island Food and Wine Festival or City of Galveston logos or graphics. Vendors may not sell any item with the name or images of any band or performer playing at the Galveston Island Food and Wine Festival. There are no exceptions to this policy. Violators will be removed from the festival immediately at their own expense.

### **Merchandise Restrictions:**

Yaga's Entertainment, Inc. has the exclusive right to display, license, sell and merchandise all event novelties (t-shirts, posters, etc.). Yaga's Entertainment, Inc. further has the right to inspect, approve, reject or otherwise control the display, promotion, sale or other merchandising of products or services by exhibitors at the event in its sole discretion. Any products or services rejected by Yaga's Entertainment, Inc. must be immediately removed from the event premises and may be removed by Yaga's Entertainment, Inc. if this does not occur. Galveston codes and/or Festival policy prohibit the selling of sexually explicit material, items with obscenities or profanity, illegal drugs and drug paraphernalia, weapons, merchandise containing racial slurs, manufacturer or copyright infringements, obscenities or other offensive or other detrimental matter. Any such merchandise or displayed matter will be confiscated and not returned. Merchandise designed to be passed off as event merchandise (use of Galveston, date, event name, trademarks, etc.) or which has this effect will not be permitted. No signage may be displayed in Exhibitor space reading "Official 2012 Galveston Island Food & Wine Festival Merchandise", "Festival Merchandise", "Festival Tees", "Event Tees" or any similar language advertising the sale of event merchandise. Any vendor found selling merchandise that infringes on these trademarks may be asked to leave immediately and will be subject to legal recourse. No silly string products allowed on festival grounds.

Alcoholic Beverages may not be sold or served within an exhibitor's space without written consent from Festival Management and all vendors must sell products of the official festival caterer or beverage sponsor (i.e. water, soda) if they wish to sell this product.

Festival Management will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products that are in violation of these Exhibitor Regulations or any other reason. By signing this form you are agreeing that the officers of Yaga's Entertainment, Inc. have sole and final authority to determine violations of this agreement.

## **RELEASE OF LIABILITY**

My application is a commitment to show with all the created work being exhibited for sale, and I personally will be present at all times during each day of Galveston Island Food & Wine Festival. I have read all of the Galveston Island Food & Wine Festival application information and agree to abide by all the rules. I hereby release Galveston Island Food & Wine Festival, Yaga's Entertainment, Inc. the

City of Galveston, festival organizers, volunteers, sponsors, property owners, and tenants from all claims, demands, actions, debts, liabilities, and causes of action of every nature which the undersigned might have against the above by reason of any damages, loss, theft, or injury to person or property, or both, resulting from the entry by the signer on Galveston Island Food & Wine Festival grounds.

Galveston Island Food & Wine Festival reserves the right to use artist's images to advertise and promote Galveston Island Food & Wine

Festival. I understand that my slides/photos will not be returned. Applicant agrees to observe and comply with all applicable laws, statutes, ordinances, rules and regulations. Applicant assumes all costs and liability arising from the use of patented, trademarked, copyrighted or service marked materials, equipment, processes or creative rights. Applicant shall not assign or attempt to sell this agreement or any rights hereunder without the prior written consent of Yaga's Entertainment, Inc.. Yaga's Entertainment, Inc. reserves the right to terminate the license granted by this agreement for good cause and, in said event, Applicant agrees to waive and forego all claims for damages and recourse of any kind. Applicant agrees to assume all risks arising out of or relating to it's attendance or participation at said event and to protect, defend, indemnify and hold harmless Yaga's Entertainment, Inc., the City of Galveston, Galveston Park Board of Trustees, GPM, Inc. and each of their agents, servants, contractors and employees from any and all liability, loss, damage or expense it may cause or sustain from any cause whatsoever, including fire, theft, personal injury or property loss. I further acknowledge that I am aware that I cannot sell, give or offer for sale any pictures or accounting of this event for publication without the written permission of Yaga's Entertainment,, Inc.

## Vendor Contacts

### **Yaga's Entertainment, Inc**

Elizabeth Kibling  
2314 Strand  
Galveston, TX 77550  
Phone 409.770.0999  
Fax 409.419.1717  
[ekibling@yagasresents.com](mailto:ekibling@yagasresents.com)

### **Galveston County Health District**

Consumer Health Services  
1205 Oak Street  
La Marque, TX 77568  
Phone 409.938.2300  
Fax 409.938.2321  
[www.gchd.org](http://www.gchd.org)

### **Office of the Fire Marshal**

City of Galveston  
2517 Avenue H, Suite 207  
Galveston, TX. 77550  
Phone (409) 797-3870  
[fmo@cityofgalveston.org](mailto:fmo@cityofgalveston.org)