



## 2019 VENDOR APPLICATION & AGREEMENT

Thursday, July 4, 2019 • 6 to 10 p.m.

Town Green Park, Northshore Park & Rob Fleming Park • The Woodlands, Texas

### EVENT

The 22<sup>nd</sup> Annual Red, Hot & Blue Festival™ (“RHB” or the “Event”) produced by The Woodlands Township (“The Township”) is scheduled for Thursday, July 4, 2019 from 6 to 10 p.m. in The Woodlands Town Center. The Event will take place in Town Green Park, Northshore Park and Rob Fleming Park. Event activities include entertainment on four (4) stages, children’s activities, strolling entertainers, concessions and the 18-minute Fireworks Extravaganza at dusk (weather permitting). The Event will draw an estimated 50,000 attendees, with over 100,000 fireworks spectators in The Woodlands and its surrounding areas.

### ENTITLEMENTS

The Woodlands Township will provide you (“Vendor”) with the following:

- 10’x10’ lighted tent (“Event Space”)
- One (1) 8ft. skirted table
- Two (2) folding chairs
- 10’x2’ lattice for signage
- Electrical power for operation (additional fees apply, form enclosed)

***Each Food Vendor is responsible for providing its own health permit (see instructions in the ordinance section of the application).***

### RENTAL SPACE FEES

Spectrum Catering, Concessions & Events (“Spectrum”) manages rental spaces for the Township. The applicable fees to be paid by Vendor to Spectrum for different types of space, as elected by Vendor (“Rental Space Fees”), are as follows:

<b><u>“EARLY BIRD” FEE</u></b> (until May 30, 2019)	<b><u>REGULAR FEE</u></b> (until June 20, 2019)	<b><u>SPACE TYPE</u></b>
\$300	\$400	<b><i>Retail or Activity Space</i></b> *Vendor keeps 100% of sales proceeds.
\$500	\$600	<b><i>Promotional Space</i></b> *Promote business and/or give away items.
\$500	\$525	<b><i>Food/Beverage Vendor Space</i></b> *\$250 of the Vendor Fee is a security deposit, which will be refunded following the event provided that the Event Space is left free of trash and damage. See page 2. *Vendor pays a 25% commission fee to Spectrum on food sales and 35% commission fee to Spectrum on approved beverage sales, where applicable. Vendor is also responsible cost of signage. See page 6.

<u>EARLY BIRD FEE</u> (until May 30, 2019)	<u>REGULAR FEE</u> (until June 20, 2019)	<u>SPACE TYPE</u>
\$200	\$250	<b>Non-Profit Space</b> *Vendor must submit a 501(c)(3) certificate with this Agreement.
\$200	\$250	<b>Children's Activity Space</b> *Vendor must specify the details of the intended activity on the form provided. All activities are subject to TWT approval. Only NO COST activities are permitted.

A \$250 refundable security deposit will be required for all Food/Beverage Vendors. Deposit will be refunded following the event, provided that the Event Space is left free of trash, properly cleaned and free from damage to grass and/or surrounding sidewalk areas.

The applicable Rental Space Fee must be submitted in the form of a cashier's check or money order made payable to Spectrum Catering, Concessions and Special Events: P.O. Box 7130; The Woodlands, TX 77387 – Attn: Morgan Greer Alternately, the Rental Space Fee may be paid via credit card with PayPal. An invoice will be sent to approved applicants after the application deadline and will be subject to a 3.5% processing fee.

The Early Bird Fee applies only to Agreements and Applications received by **Thursday, May 30, 2019**. All Agreements and Applications are due to Spectrum by **Thursday, June 20, 2019**. If the Application is turned in after this date, there will be a \$50 additional space fee which must be submitted with the applicable Rental Space Fee in the same form provided by this section.

### **POS TABLETS**

The Township will be supplying tablets to vendors to use as their only points of sale. The tablets are equipped with an application to accept cash and credit to easily capture all sales records and enable vendors to accept all major credit cards. Only Spectrum tablets will be used and all vendors must record both cash and credit card transactions on the system.

The pre-approved menu will be entered into the application for all transactions. The tablet will be passed out before the event begins. Please ensure that all menu items and prices are correctly spelled and listed on the application. At the end of the event, vendors must turn in their tablets. Credit card sales will be paid back to vendors, minus the 3.5% processing fees, Friday, July 5, 2019 from 9 a.m. to 1 p.m. at the Spectrum offices located at 27328 Spectrum Way, Oak Ridge North, TX 77385.

Failure to turn in any associated parts to the tablets will result in the complete forfeiture of the security deposit and the cost for equipment replacement.

**Vendors must accept coupons. One (1) ticket equals one (1) dollar. Following the Event, all tickets must be remitted to Spectrum no later than Friday, July 5, 2019 at 4 p.m.**

### **CANCELLATION BY VENDOR**

As occupancy of the Event space is the essence of the Agreement, no refunds shall be made in connection with any Rental Space Fee after the acceptance of said fee by The Woodlands Township, except as otherwise provided in the Agreement.

## **FORCE MAJEUR**

In case of cancellation of the Event or unavailability of the Event Space for specified use due to war, governmental action or order, act of God including, but not limited to, weather, fire, strike, labor disputes, or any other cause beyond the Township's control, this Agreement shall terminate, and the Vendor shall be entitled to the return of the Rental Space Fee for the Event Space less an amount equal to the total costs and expenses incurred by the Township in connection with the preparation of Vendor's Event Space.

Refund of the Rental Space Fee (or a portion thereof, as applicable) as provided in this section, shall be the exclusive remedy of the Vendor against the Township or its representatives, employees, agents, invitees, licensees, affiliates, and all other related parties in the case the Event is canceled or rescheduled or the Event Space is unavailable for use. In case of damage to the Vendor through war, governmental action or order, act of God, including, but not limited to, weather fire, strike, labor disputes, or any other cause beyond the Township's control, the Vendor expressly waives all liability and completely releases and holds harmless the Township of and from any and all claims for damage to person and property and agrees that the Township shall have no liability whatsoever.

## **SALE OF PRODUCT**

Vendors are responsible for all their transactions, sales taxes and personal cash needs. All prices must conform to the listed prices on the accepted Application. Only products on the Application can be sold.

**Vendors must accept coupons.**

## **CHARACTER OF EXHIBITS**

The Woodlands Township reserves the right to prohibit the display of any article that, in its sole discretion, is not in keeping with the nature and character of the Event.

**Vendors must submit with the Application a photo of the display area, cart or booth intended for use during the Event.** If approved, Vendor will receive written notification of approval of their Application.

## **BEVERAGES**

**Vendors are not allowed to sell soft drink beverages, water, or alcoholic beverages unless expressly agreed to in writing by The Woodlands Township. A request to sell specialty beverages must be submitted in writing for approval by The Woodlands Township. Vendor may not give away beverages as part of any offer to its customers.**

## **RULES AND REGULATIONS**

Should Vendor fail to strictly adhere to and follow the Rules and Regulations set by The Woodlands Township, then Vendor shall be in default under this Agreement and The Woodlands Township may immediately terminate this Agreement upon notice to Vendor. In the event of a default by the Vendor, the Vendor shall forfeit as liquidated damages the Rental Space Fee, regardless of whether or not The Woodlands Township enters into a further lease for the Event Space involved. Said damages are agreed to in no way constitute a penalty, but rather a reasonable estimate of The Woodlands Township's damages which are incalculable with any degree of certainty.

## **SPACE ASSIGNMENTS**

The Woodlands Township has complete control of Event diagrams and space assignment. The Woodlands Township reserves the right to make modifications on Event diagrams which are believed to be accurate but only warranted to be approximate. Further, The Woodlands Township reserves the right to assign space(s) in such a manner as it deems appropriate in its sole and absolute discretion, notwithstanding the foregoing.

## ASSIGNMENT, SUBLETTING OF EVENT SPACE

No Vendor shall assign, sublet or share the Event Space allotted to such Vendor without the knowledge and prior consent of The Woodlands Township. No products, parts, accessories or other goods, souvenirs, catalogs, etc. bearing names or other forms of advertising other than that of the Vendor may be displayed. No firm or organization not assigned an Event Space shall be permitted to solicit business within the Event areas.

## USE OF SPACE

The Woodlands Township reserves the right to restrict Vendor exhibits which, because of safety, noise, method of operation, materials or display, in the opinion of The Woodlands Township, may detract from the general character of the Event as a whole. Accordingly, The Woodlands Township may, at its sole discretion, prohibit such exhibits from being kept or utilized by Vendor in or around the Event area, in which event Vendor shall immediately remove such exhibits as directed by The Woodlands Township. The Woodlands Township reserves the right to prohibit any equipment that is deemed unsafe or appears to be unreasonable in The Woodlands Township's judgment. All equipment and heavy machinery must be cleared and approved in writing and in advance by The Woodlands Township's staff. **All demonstrations or promotional activities must be confined within the limits of the Vendor Event Space.** Demonstrations or activities that cause annoyance to neighboring Vendors such as flashing lights or noise or result in obstruction of walk space or prevent ready access to a nearby booth will not be permitted. **Stakes, spikes or other pointed objects may not be driven into the ground.**

## COMPLIANCE & ORDINANCES

To ensure the safety of all participants, fire regulations, health and all other applicable ordinances must be strictly observed. In addition, all requirements imposed upon Vendor by the Township must be strictly complied with by Vendor. **If you are a Food Vendor, you are responsible for obtaining a health permit by June 20, 2019 from the Montgomery County and/or Harris County Health Department(s).** To complete the health permit application online, visit: [www.mctx.org](http://www.mctx.org) (Department/Environmental Health/Consumer Health & Food Division) or [publichealth.harriscountytexas.gov](http://publichealth.harriscountytexas.gov) (Services & Programs/All Services/Food Permits). Please email a copy of the health permit to Morgan Greer at Spectrum Catering, Concessions and Special Events ([mgreer@spectrumfcs.com](mailto:mgreer@spectrumfcs.com)). Spectrum must have a copy of your permit on file by June 20, 2019.

**Food Vendors are required to have the original copy of their health permit posted on their booth during the event.** Any Vendor found selling contaminated, unfit or illegal items will be suspended from selling at the Event and may be asked to leave immediately without refund of Vendor Fee. All Vendors must wear shirts and shoes. Smoking is discouraged, but allowed no less than 30' away from Event Space. Unlawful drug/alcohol possession will not be tolerated. No pets are allowed in Event Space, unless Vendor has received express permission from the Township.

Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Gov't. Code, nor is it engaged in business with Iran, Sudan, or foreign terrorist organization as identified by the Texas Comptroller's office under Sections 806.051, 807.051 or 2252.152 of the Texas Gov't. Code.

## LIABILITY & INSURANCE

In no event, shall Spectrum, The Woodlands Township, The Woodlands Operating Company, nor their representatives, contractors, nor corporate sponsors of the Event be responsible for any injury, loss nor damage that may occur to the Vendor's employees, agents, contractors, representatives, or property from any cause whatsoever. It is the Vendor's responsibility to protect machinery, perishables, and exhibits so

that no injury will result to the public visitors, guests, or persons, or property. If property does not appear to be properly maintained, it will be promptly withdrawn from the Event site. All property of the Vendor, including food-stuffs and other perishables is understood to remain in Vendor's care, custody and control in transit to, from, or within the confines of the Event area subject to the Rules and Regulations. The Vendors, on signing the Agreement expressly release, hold, keep, save harmless and indemnify the foregoing persons and entities, named organizations and committees, and individuals from and against all claims for such a loss, damage, or injury. Vendors must carry appropriate insurance through such carriers and containing such limits, terms and conditions as Spectrum or event sites may require and shall deliver to Spectrum copies of all such policies of insurance and/or certificates thereof as either Spectrum or Event sites may request.

## **INSTALLATION OF EXHIBITS**

Load in for all Vendors will be as follows:

- Between the hours of Noon and 4 p.m. on Thursday, July 4, 2019.
- All vendors **MUST BE** completely set up by 4 p.m. on Thursday, July 4, 2019. Failure to set up within the given time frame may result in Vendor losing its Event Space at the Event.
- Vendors wishing to set up items prior to the specified load in times may elect to do so on Wednesday, July 3, 2019 at Town Green Park **ONLY**. Overnight security will be provided for the evening of Wednesday, July 3, 2019. Notwithstanding the foregoing, should Vendor choose an early load in time, neither Spectrum, The Woodlands Township, nor their representatives shall be responsible for any lost, stolen or damaged items, and Vendor hereby waives and releases Spectrum, the Township, and their representatives from any and all claims arising therefrom.

The hours of operation will be Thursday, July 4, 2019 from 6 to 10 p.m. at Town Green Park, Northshore Park and Rob Fleming Park.

Load out will commence at 10:15 p.m. Vendor may request special approval from the Township, to be granted by the Township at its sole discretion, to close down early only if Vendor has completely sold out of merchandise, food, or materials. Load out with a vehicle may only begin when the crowd has cleared and the Township gives Vendor express permission. Any items unclaimed by the Vendor as of 8 a.m. the day after the Event shall become the property of the Township.

Vendors are responsible for leaving their area free of litter and debris.

## **ADDITIONAL POWER NEEDS**

Each Vendor needing additional electrical supply must provide their own or request needs through Spectrum Catering, Concessions and Special Events. Generators must be of the quiet variety.

Some power averages to be used as an example are:

- 1 Blender – 15 amps
- 1 Small Fridge – 10 to 15 amps
- 1 Small TV – 2 amps

Please note that in order to ensure the right amount of power each Vendor must check the power requirements for their specific equipment. **Additional power requests the day of the Event may not be available, and if so, they will be charged at a premium. The attached Application contains an Electrical Services Request Form which must be completed with each Application.**

## AMENDMENTS

The Woodlands Township reserves the right to make changes to these rules and regulations contained in the Agreement as The Woodlands Township sees fit.

Vendor hereby agrees that Vendor and its employees, agents, and representatives will abide by the terms provided in this Agreement and any additions and/or amendments, which The Woodlands Township shall make to this Agreement, and that it will remain a Vendor, for purposes of this Agreement, as long as it maintains strict compliance with the terms of this Agreement, understanding that said terms have been formulated and adopted in the best interest and for the protection of the Vendors collectively as well as The Woodlands Township and its representatives. In any interpretation of this Agreement, The Woodlands Township reserves the right to accept or reject any reservation for any reason whatsoever determined to be in the best interest of The Woodlands Township. **The Rental Space Fee will be refunded to the Vendor should the Application be initially rejected by The Woodlands Township. Vendor's payment in full must accompany this Agreement and the Application.** Once an Application and Agreement are accepted by The Woodlands Township, Vendor will be notified with a signed copy of this Agreement and the Application, returned as acknowledgement of The Woodlands Township's acceptance and of reservation of the Event Space and receipt of the Rental Space Fee.

## FOOD VENDOR SIGNAGE

Spectrum will provide Food Vendors with Banner and Menu signage. Vendors are required to use the signage provided by Spectrum for the sole reason of keeping a uniform look amongst concessionaires throughout the Event. Vendors are prohibited from altering menu items or prices throughout the entire duration of the Event. Please ensure that all menu items and prices are correctly spelled and listed on the application. Pricing for 10ft banner is \$40 and 2'x2' Menu is \$20. Pricing will be deducted from your settlement report at the end of the Event. Spectrum will install and remove all banners and menus. Vendors may also keep and pick up signage on settlement day.



**2019 VENDOR APPLICATION**

Contact Name:

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Business/Organization:

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Mailing Address:

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Daytime Number:

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Cell Number:

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Fax Number:

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Email Address:

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Business Website:

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**I am requesting an Event Space in the following category (include picture of items):**

Early Bird Fee (Applications Received by 5/30/2019) / Regular Fee (Applications Received by 6/20/2019)

\_\_\_\_\_ **\$300/\$400 – Retail or Activity Space** – You are requesting a premium spot to sell and keep 100% of proceeds.

Item \_\_\_\_\_ @ \$ \_\_\_\_\_

Item \_\_\_\_\_ @ \$ \_\_\_\_\_

Item \_\_\_\_\_ @ \$ \_\_\_\_\_

\_\_\_\_\_ **\$500/\$600 – Promotional Space** – You are requesting to promote or give away items. Describe each item.

Item \_\_\_\_\_

Item \_\_\_\_\_

Item \_\_\_\_\_

\_\_\_\_\_ **\$500/\$525 – Food/Beverage Vendor Space** – Vendor agrees to pay a 25% commission back to The Township on all food sales; and 35% commission back to the Township on approved beverage sales. Please describe the type of food/beverage you are selling and pricing. No soft drink, water, or alcoholic beverage sales are allowed to be sold by Vendor.

Item \_\_\_\_\_ @ \$ \_\_\_\_\_  
Item \_\_\_\_\_ @ \$ \_\_\_\_\_  
Item \_\_\_\_\_ @ \$ \_\_\_\_\_

\_\_\_\_\_ **\$200/\$250 – Non-Profit Space** – Describe your organization and the intended use of the space. A 501 (c) (3) certificate must be remitted with application.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **\$200/\$250 – Children’s Activity Space** – Please tell us about the activity. Only no cost activities allowed.

Activity \_\_\_\_\_  
Activity \_\_\_\_\_  
Activity \_\_\_\_\_

**Do you have additional electrical needs/hookups for equipment, displays, etc.?**

Yes\* \_\_\_ No \_\_\_

*\*If yes, please complete information on next page.*



## 2019 ELECTRICAL SERVICES REQUEST FORM

Vendors must list ALL items for which electricity is being requested. All fields are required.

Vendor: \_\_\_\_\_

Type of Equipment	Voltage	Amperage
_____	_____	_____ @\$1.50/AMP = \$ _____
_____	_____	_____ @\$1.50/AMP = \$ _____
_____	_____	_____ @\$1.50/AMP = \$ _____
_____	_____	_____ @\$1.50/AMP = \$ _____
_____	_____	_____ @\$1.50/AMP = \$ _____
_____	_____	_____ @\$1.50/AMP = \$ _____
_____	_____	_____ @\$1.50/AMP = \$ _____
_____	_____	_____ @\$1.50/AMP = \$ _____
_____	_____	_____ @\$1.50/AMP = \$ _____
		<b>TOTAL DUE</b> \$ _____



**SIGNED AND AGREED**

**VENDOR:**

**THE WOODLANDS TOWNSHIP:**

\_\_\_\_\_  
Business/Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**You must return pages 7 through 10 by the below date. Payments can be submitted with cashier's check or money order made payable to Spectrum Catering, Concessions & Special Events after staff review and approve application.**

**Early Bird Fee (Received by May 30, 2019)**

**Regular Fee (Received by June 20, 2019)**

**Return via fax or email:**

Email: [mgreer@spectrumfcs.com](mailto:mgreer@spectrumfcs.com)

Fax: 281-362-7111

**Return via mail:**

Spectrum Catering, Concessions & Special Events

Attn: Morgan Greer

P.O. Box 7130

The Woodlands, TX 77387

**NOTE: VENDOR SPACE NOT GUARANTEED UNTIL PAYMENT IS RECEIVED.**