



## 2018 VENDOR APPLICATION & AGREEMENT

Sunday, October 28, 2018 • 3 to 6 p.m.  
Northshore Park • The Woodlands, Texas

### EVENT

The Trick or Treat Trail (the “Event”), produced by The Woodlands Township Parks & Recreation Department (“TWT”), is scheduled for Sunday, October 28, 2018, at Northshore Park from 3 to 6 p.m. Event activities include trick or treating, vendor booths, costume contests, children’s activities, games and more. Attendees are encouraged to dress in their Halloween best and trick or treat through 30+ vendor booths, collecting candy and Halloween goodies. The Trick or Treat Trail continues to expand each year and draws an estimated 5,000 residents and visitors each year.

### ENTITLEMENTS

TWT will provide you (“Vendor”) with the following:

- 10’x10’ tent (“Event Space”)
- One (1) 8ft. table
- Two (2) folding chairs

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

### RENTAL SPACE FEES

The applicable fees to be paid by Vendor to TWT for different types of space, as elected by Vendor (“Rental Space Fees”), are as follows:

<u>FEE</u>	<u>SPACE TYPE</u>
\$250	<b><i>Retail Space</i></b> *Vendor keeps 100% of sales proceeds.
\$250	<b><i>Promotional Space</i></b> *Promote business and/or give away items.
\$250	<b><i>Food Vendor Space</i></b> *Vendor keeps 100% of sales proceeds.
\$150	<b><i>Non-Profit Space</i></b> *Vendor must submit a 501(c)(3) certificate with this Agreement.
\$150	<b><i>Children’s Activity Space</i></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.

**Vendor is required to provide a “Giveaway Item.” Giveaway Item must be age appropriate for children (i.e. candy, trinket). Vendor shall plan and prepare for approximately 5,000 attendees.**

**Vendor is required to decorate Event Space and participate in the “Judge’s Choice Award.” The Judge’s Choice Award Winner will be announced at the Event and awarded a prize.**

The applicable Rental Space Fee must be submitted in the form of a cashier’s check or money order made payable to The Woodlands Township: 2801 Technology Forest Boulevard; The Woodlands, Texas 77381 – Attn: Development Division.

All Agreements and Applications are due to TWT by **Monday, October 15, 2018**. If the Application is turned in after this date, there will be a \$100 additional fee which must be submitted with the applicable Rental Space Fee in the same form provided by this section.

### **CANCELLATION BY VENDORS**

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 MAJEURE**

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.

### **CHARACTER OF EXHIBITS**

TWT 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 alcoholic beverages. Vendors may sell soft drink beverages, water or specialty beverages. A request to sell soft drink beverages, water and/or specialty beverages must be submitted in writing for approval by TWT. 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 October 15, 2018 from the Montgomery County Health Department.** To complete the health permit application online, visit: [www.mctx.org](http://www.mctx.org) (Department/Environmental Health/Consumer Health & Food Division). Please send a copy of the health permit to TWT via email ([specialevents@thewoodlandstowship-tx.gov](mailto:specialevents@thewoodlandstowship-tx.gov)). TWT must have a copy of your permit on file by October 15, 2018.

**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 expressed 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 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 The Woodlands Township may require and shall deliver to The Woodlands Township copies of all such policies of insurance and/or certificates thereof as The Woodlands Township may request.

## INSTALLATION OF EXHIBITS

Load in for all Vendors will be as follows:

- Between the hours of 11 a.m. to 1:30 p.m. on Sunday, October 28, 2018.
- All Vendors MUST BE completely set up by 2 p.m. on Sunday, October 28, 2018. Failure to set up within the given time frame may result in Vendor losing its Event Space at the Event.

The hours of operation will be Sunday, October 28, 2018 from 3 to 6 p.m. at Northshore Park in The Woodlands Town Center.

Load out will commence at 6:30 p.m. Vendor may request special approval from TWT, to be granted by TWT 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 TWT 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 TWT.

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

## 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.



## VENDOR APPLICATION

Contact Name

---

Business/Organization

---

Mailing Address

---

Daytime Number

---

Cell Number

---

Fax Number

---

Email Address

---

Facebook Link

---

Twitter Link

---

Business Website

---

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

\_\_\_\_\_ **\$250 – Retail Space** – You are requesting a premium spot to sell and keep 100% of proceeds.  
Describe items being sold.

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

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

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

\_\_\_\_\_ **\$250 – Promotional Space** – You are requesting to promote or give away items. Describe each item.

Item \_\_\_\_\_

Item \_\_\_\_\_

Item \_\_\_\_\_

\_\_\_\_\_ **\$250 – Food Vendor Space** – You are requesting a premium spot to sell and keep 100% of proceeds. Please describe the type of food/beverage you are selling and pricing.

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

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

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

\_\_\_\_\_ **\$150 – Non-Profit Space** – Describe your organization and the intended use of the space. A 501 (c) (3) certificate must be remitted with application.

---

---

---

\_\_\_\_\_ **\$150 – Children’s Activity Space** – Please tell us about the activity. Only no cost activities allowed.

---

---

---

**NOTE – Power will NOT be provided by TWT.**



**SIGNED AND AGREED**

**VENDOR:**

**THE WOODLANDS TOWNSHIP:**

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Return pages 5 through 7 to TWT no later than Monday, October 15, 2018 along with check or money order made payable to The Woodlands Township for the applicable Rental Space Fee.**

**Return via email:**

[specialevents@thewoodlandstowship-tx.gov](mailto:specialevents@thewoodlandstowship-tx.gov)

**FAXED APPLICATIONS WILL NOT BE ACCEPTED.**

**Return via mail in person:**

The Woodlands Township  
Attn: Development Division  
2801 Technology Forest Boulevard  
The Woodlands, Texas 77381

**\*NOTE: APPLICATION WILL NOT BE PROCESSED UNTIL PAYMENT IS RECEIVED.**