



## 2023 VENDOR APPLICATION & AGREEMENT

Sunday, May 28, 2023 • 5 to 9 p.m.  
Town Green Park • The Woodlands

### EVENT

Memorial Day in The Woodlands, a one-day festival featuring live music, strolling entertainers and more, pays tribute to all military service men and women who lost their lives while serving the United States through an exciting community-wide celebration. The evening concludes with a fireworks display choreographed to a patriotic soundtrack, presented by Woodforest National Bank. More than 8,000 residents and visitors are anticipated to attend.

### ENTITLEMENTS

The Woodlands Township (“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>Retail Space</b> *Vendor keeps 100% of sales proceeds.
\$250	<b>Promotional Space</b> *Promote business and/or give away items.
\$250	<b>Food Vendor Space</b> *Vendor keeps 100% of sales proceeds.
\$150	<b>Non-Profit Space</b> *Vendor must submit a 501(c)(3) certificate with this Agreement.

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: Special Events Division. Credit card payments can be made by phone at 281-210-3800.

All Agreements and Applications are due to TWT by **Friday, May 19, 2023**. 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 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 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 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 May 19, 2023 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 May 19, 2023.

**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.

## 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.

All Food Vendors are required to carry general liability insurance for their own protection as well as insurance protection for The Woodlands Township. Required coverage for Food Vendors is as follows:

<b>General Liability</b>	\$1,000,000	Each Occurrence
	\$2,000,000	Products – Completed Operations
	\$2,000,000	General Aggregate

**VENDOR HEREBY AGREES TO AND UNDERSTANDS THE CONTAGIOUS NATURE OF COVID-19 AND VOLUNTARILY ASSUMES THE RISK(S) OF PARTICIPATION IN THE PROGRAMS, SERVICES, EVENTS OR FACILITIES OPERATED BY THE WOODLANDS TOWNSHIP WHICH INCLUDE THE RISK OF BECOMING EXPOSED TO OR INFECTED BY COVID-19.**

**INSTALLATION OF EXHIBITS**

Load in for all Vendors will be as follows:

- Between the hours of 1 to 3:30 p.m. on Sunday, May 28, 2023.
- All Vendors **MUST BE** completely set up by 5 p.m. on Sunday, May 28, 2023. Failure to set up within the given time frame may result in Vendor losing its Event Space at the Event.
- Vehicles must be moved to the designated Vendor parking area prior to the Event start. No vehicles may remain in the Event Space after the start of the Event without prior approval from the Township.

The hours of operation will be Sunday, May 28, 2023 from 5 to 9 p.m. at Town Green Park in The Woodlands Town Center.

Load out will commence at 9:30 p.m. when the park has cleared. 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 following business day after the Event shall become the property of TWT.

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

**PLEASE REVIEW THE FOLLOWING INFORMATION CAREFULLY REGARDING LOAD IN/LOAD OUT:**

- **Any event-related vehicle traffic is STRICTLY PROHIBITED FOR VENDORS AND ATTENDEES in the Library and Community Center parking lots for any period of time. Towing will be enforced at**

owner's expense. **This means Vendors will NOT be able to utilize the Library and Community Center parking lots to access Town Green Park – NO EXCEPTIONS!** The Library and Community Center parking lots are not Township property, and the Township does not have control over access to these facilities at any time.

- Vendors have two (2) options for load in:
  - Front entrance of Town Green Park (Lake Robbins)
  - Lake Front Circle Trolley Entrance to The Woodlands Waterway (Lake Woodlands) – **NOTE: Vehicles must pass under a bridge with a 10'11" clearance.**
  - **If your vehicle exceeds the above clearance, you will need to plan to unload from the front of Town Green Park. If you have a food truck or trailer, your vehicle cannot exceed the above clearance.**
- **VENDORS MUST PLAN ACCORDINGLY! Be prepared with dollies and carts if you will be unloading from the front of Town Green Park. If you will be accessing the park from Lake Front Circle, be prepared to wait once you arrive in the park to allow other vehicles to finish offloading items. You will have a limited amount of time to unload your items before being directed to move to the designated Vendor parking area to ensure timely load in of all event Vendors.**
- **Please plan to follow the same plan for load out as was done for load in. Vendors will not be able to access the park with vehicles until pedestrian traffic has cleared. Vendors should expect to wait for load out, especially if the event attracts a large number of attendees.**

## 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.



**2022 VENDOR APPLICATION**

**Contact Name:**

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**Business/Organization:**

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**Mailing Address:**

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**Phone Number:**

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**Email Address:**

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**Website/Social Media:**

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

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

**Bringing own equipment**       **Utilizing TWT provided equipment**

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

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

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

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

**Bringing own equipment**       **Utilizing TWT provided equipment**

Item \_\_\_\_\_

Item \_\_\_\_\_

Item \_\_\_\_\_

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

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

**Food Truck / Trailer**      **Truck Clearance:** \_\_\_\_\_ (*must not exceed 10'11"*)

**Food Tent**      **Tent Size:**      10'x10' *smaller food vendors*

10'x20' *larger food vendors*

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

**Bringing own equipment**       **Utilizing TWT provided equipment**

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

**Power will NOT be provided by TWT. I understand I am responsible for my own power needs for this event. (Initial): \_\_\_\_\_**

**I have read and understand load in and load out procedures and acknowledge access to the park via the Library and Community Center parking lots is strictly prohibited. (Initial): \_\_\_\_\_**



**SIGNED AND AGREED**

**VENDOR:**

**THE WOODLANDS TOWNSHIP:**

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Return pages 6 through 8 to TWT no later than Friday, May 19, 2023. Payments can be submitted after staff review and approve application.**

**Return via email:**

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

**Return via mail or in person:**

The Woodlands Township  
Attn: Special Events  
2801 Technology Forest Blvd.  
The Woodlands, TX 77381

**\*NOTE: VENDOR SPACE IS NOT CONFIRMED UNTIL PAYMENT IS RECEIVED.**