



**APPLICATION AND AGREEMENT FOR USE OF EXHIBIT SPACE**

**22<sup>nd</sup> Annual Yaga's Children's Fund Wild Game BBQ Cook-off May 10<sup>th</sup> and May 11<sup>th</sup> 2019**

Application (hereinafter described) hereby applies for exhibit space at the 2019 Yaga's Wild Game BBQ Cook-Off. This application shall become an agreement between applicant and Yaga's Children's Fund Board of Directors for the use of said space under the following terms and conditions. Yaga's Children's Fund Board of Directors will assign exhibit space in accordance with exhibitor's stated preference, depending on its availability. Exhibit fees will include space rental only. 3 Phase Rental will be available to provide you power. Please contact 3 Phase Rental (the power provider for the event) at 713-705-8257 if power will be required. Upon payment, all applicants will receive a confirmation.

Please fill out a separate application for each booth requested.

<u>2019 General Merchandise Booth Space*</u>	
<u>Load-In on Friday at 11:00 am &amp;</u> <u>Load-Out on Saturday at 6:00 pm</u>	
Booth Size is 10 ft x10 ft and available for Friday and/or Saturday	
10 x 10 space = \$125.00 per day	\$ _____
Each Additional 100 sq ft add \$125.00	\$ _____
TOTAL=	\$ _____

We will be selling/displaying the following products or services:

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YOUR ENTIRE DISPLAY MUST FIT WITHIN YOUR DESIGNATED BOOTH SPACE

Company _____ Address _____ City _____ State _____ Zip _____ Applicant Name _____ Phone (Day) _____ Fax _____ Cell _____ Email _____	<p style="text-align: center;"><u>Fax Back With Credit Card Or Mail With Payment To:</u>          Yaga's Children's Fund          P.O. Box 805 Galveston, Tx. 77553          Phone (409) 599-4515 Fax (409) 740-0269          Email: lauridibrell@yahoo.com</p> Charge My: Visa MC Amex Disc Amount \$ _____ Account # _____ Exp. Date _____ Security Code _____ Name of Cardholder _____ Signature _____
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ALL EXHIBITORS MUST READ AND SIGN THE TERMS AND CONDITIONS ON PAGES 2 & 3

Payment Received \_\_\_\_\_ Date Received \_\_\_\_\_ Location(s) \_\_\_\_\_



## 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. No booth space will be assigned until full payment is received. 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.

### CAPACITY CONTROL

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

### BOOTH SPACE ASSIGNMENT

All booth assignments will be given at the time of exhibitor check-in and 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 Children's Fund Board of Directors reserves the right to reassign your reserved exhibit space if you do not set up within designated set-up times.

### INSURANCE

Insurance coverage is mandatory. Insurance is NOT included in your booth space price. You must secure a commercial general insurance policy in the amount of at least \$1,000,000, for general liability, which names Yaga's Children's Fund Board of Directors as additional insured.

### 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. Please contact the Fire Marshal's office for proper fee amount and mail your permit form and fee to:

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)

### SALES TAX PERMIT

All federal, state, and local laws governing retail sales tax must be followed. Exhibitor must provide their own Texas sales tax number.

Exhibitor is required to display the registration certificate throughout entire Event. An online application form is available at

<https://www.comptroller.texas.gov/taxes/permit/>

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.

### HEALTH PERMIT

All Food Vendors must fill out the application for a Health Permit with the Galveston County Health District. The form can be filled out online at:

<http://www.gchdenform.org/servlet/guest?service=0&formId=38>

**A COPY OF ALL NECESSARY PAPERWORK NEEDS TO BE FILED WITH THE YAGA'S CHILDRENS FUND BOARD OF DIRECTORS.**



### LOAD IN

Friday, May 10th, 2019. 11:00 a.m.

### LOAD OUT

Friday, May 10th, 2019. 11:00 p.m.

### HOURS OF OPERATION

(Booths must remain open during these hours)

Friday, May 10th, 2019

5:00 p.m. to 11:00 p.m.

and/or

Saturday, May 11th, 2019

10:00 a.m. to 6:00 p.m.

### LOAD IN

Saturday, May 11th, 2019. 7:00 am to 9:00 am

### LOAD OUT

Saturday, May 11th, 2019. 6:00 p.m.

### CANCELLATION POLICY

90-61 Days - 50% of Booth Space fee Refunded

60-31 Days - 25% of Booth Space fee Refunded

30-0 Days - NO REFUND

A \$30.00 fee will apply to all returned checks

### SET-UP/ TEARDOWN POLICY

Each confirmed exhibitor will receive a confirmation of check-in/set-up times. Teardown times will be posted on the confirmation.

No early teardown without show management approval - NOEXCEPTIONS.

### SAFETY & 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 management. All tents must be secured/weighted. Security is not provided for merchandise left overnight.

### MERCHANDISE RESTRICTIONS

Yaga's Children's Fund Board of Directors has the exclusive right to display, license, sell and merchandise all event novelties (t-shirts, posters, etc.). Yaga's Children's Fund Board of Directors 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 Children's Fund Board of Directors must be immediately removed from the event premises and may be removed by Yaga's Children's Fund Board of Directors if this does not occur. Galveston codes and/or Event 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 Yaga's Wild Game BBQ Cook-off", "Event Merchandise", "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.

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

Yaga's Children's Fund Board of Directors 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 Yaga's Children's Fund Board of Directors have sole and final authority to determine violations of this agreement.



## RELEASE OF LIABILITY

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 Children's Fund Board of Directors. Yaga's Children's Fund Board of Directors 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 its attendance or participation at said event and to protect, defend, indemnify and hold harmless Yaga's Children's Fund Board of Directors and the City of Galveston 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 Children's Fund Board of Directors.

I have read and understand all of the above terms and conditions.

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