

## **Vendor Contract • 46th Annual Hamilton County Dove Festival • October 28, 2017**

*Please fill out the attached contract on or before October 13, 2017 and submit it with your payment.*

**1) This Vendor Contract is made between the Exhibitor and the Lessor (Hamilton County Chamber of Commerce).**

### **2) Check-In—THERE WILL BE NO EARLY CHECK-IN PERMITTED**

Before booth set-up, Exhibitor must check-in at the CofC booth (on the east side of the square) during the designated check-in time:

**Saturday October 28, 2017 from 5:30 a.m. until 8:30a.m.**

### **3) Exhibit Space**

The Vendor Area will be located around the Hamilton County Courthouse Square/Downtown area. A guide from the Chamber of Commerce will show you to your space. **Space is limited—allocate for trailer length including hitch.**

### **4) Exhibit Times**

Exhibitor agrees to keep exhibit open during show hours on **Saturday, October 28, 2017 from 9:00 a.m. to 4:00 p.m.**

### **5) Vehicles**

Exhibitor may unload/load within the Vendor Area. Exhibitor must then immediately remove his vehicle.

On Saturday, October 28, no vehicles will be allowed within the Vendor Area after 8:30 a.m.

Any Exhibitor's vehicle within the Vendor area after these times will be towed without warning.

### **6) Space Restrictions**

Exhibitor agrees to keep the exhibit within the boundaries of the space leased and arranged in such a way as to avoid interference with other exhibits. Failure to comply with this provision will result in additional charges for space used.

### **7) Utilities, Etc.**

Electricity is available only to some exhibit spaces, and incurs a cost. An Exhibitor who pays for electricity will have one electrical outlet per booth. Exhibitor should be prepared with necessary commercial grade electrical cords, at least #12 wire, at least 100 feet long. All booths are outdoors, so Exhibitor should be prepared to provide shelter from the sun. **Water (faucet hook-up) and ice will NOT be provided. No tables, chairs, nor canopies will be provided.**

### **8) Sales Tax**

Exhibitor agrees to duly report all cash sales made during the exhibition in accordance with the appropriate sales tax regulations, collect all applicable sales taxes, and abide by all pertinent city, county, state and federal laws, ordinances, fire and safety codes; and all pertinent regulations for the Exhibit area.

### **9) Security**

Minimal security will be provided; however, Hamilton County Dove Festival, City of Hamilton, County of Hamilton, Directors, Officials or Chairpersons are not responsible or liable for the loss of or damage to Exhibitor's property from theft, mysterious disappearance, damage by fire, water, accident or any other cause.

### **10) Indemnification**

Exhibitor agrees to indemnify, defend and protect Lessor against and hold and save Lessor harmless from any and all claims, demands, suits, liability, damages, loss or costs of whatever kind or nature which might result from any of Exhibitor's merchandise or from any action or failure to act by Lessor or any of his/her family, officers, agents, employees, or other representatives, including but not limited to claims of damage or loss, harm or injury to the person or property of Exhibitor or any of his/her family, officers, agents, employees, or other representatives, or of third persons.

Exhibitor accepts total responsibility for his/her exhibit and its safety and agrees to conduct his/her activities on the exhibition premises so as not to endanger any person lawfully thereon. Lessor shall have no responsibility for damages to the exhibit caused by fire, robbery, accident or any other destructive cause. Exhibitor also accepts total responsibility for any and all injuries to Exhibitor, his/her family, officers, agents, employees, or other representatives while they are on the exhibition premises and for any injuries to other persons that may occur within the confines of the exhibit, or which are caused in whole or part by Exhibitor's products or exhibit or by Exhibitor, his/her family, officers, agents, employees, or other representatives.

### **11) Refunds**

If this exhibition is cancelled for reasons other than the malfeasance of Lessor (e.g., due to disaster, flood, fire, rain, etc.), no refunds will be made. In such a case as listed here, refunds will be dispersed to Exhibitor on a pro-rata basis in the amount of fees received less all expenses of the exhibition, which expense include but are not limited to advertising, rental of the facilities, insurance, utilities, furniture, promotion, and other related expenses.

### **12) Restrictions**

Exhibitor may not sell firearms (except antiques), alcoholic beverages, or any projectile shooting toy.

All merchandise and displays will be subject to Lessor's approval. Lessor reserves the right to cancel a booth reservation prior to an exhibition or require alteration, replacement, and/or removal of any merchandise, product, activity or exhibit from a show which Lessor in its sole discretion deems to be detrimental to or inconsistent with the quality, theme or dignified image of the exhibition.

### **13) Clean-Up**

Exhibitor is responsible for clearing/cleaning his area following the show. Failure to do so will result in a \$50 fee.

**46th Annual Hamilton County Dove Festival Vendor Contract**

Name: \_\_\_\_\_

Business Name(Optional): \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

\_\_\_\_\_ 10X10 @ \$50..... =\$ \_\_\_\_\_

\_\_\_\_\_ 10X20 @ X \$75..... =\$ \_\_\_\_\_

\_\_\_\_\_ 1 (one) Electrical Outlet @ \$15..... =\$ \_\_\_\_\_

TOTAL AMOUNT ENCLOSED: ..... =\$ \_\_\_\_\_

**Booth Description**

**(Be specific about set up and merchandise. Specify if your booth is operated out of a trailer.)**

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

**Electricity Request for Food Vendors**

All vendor booths requesting electricity will receive **one receptacle** which is not a dedicated circuit. Food booths need to request specific electrical requirements by October 13, 2017.

110 volt \_\_\_\_\_

220 volt \_\_\_\_\_

Plug Type \_\_\_\_\_

20 amp \_\_\_\_\_

30 amp \_\_\_\_\_

Number of items requiring electricity: \_\_\_\_\_

**\*\*we highly suggest bringing a backup generator in the case of an unforeseen electrical difficulty**

**List items needing electricity (please be specific):**

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

By signing this contract, Exhibitor signifies he has read and agrees to abide by the terms and conditions included in the contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*We believe your full cooperation, along with extra effort on behalf of the Dove Festival board, will save everyone from having unnecessary problems. If you have questions or concerns, contact the Chamber of Commerce by phone: 254-386-3216 by email: Hamiltonchambertx@gmail.com by mail: PO Box 429 • Hamilton, TX 76531*