



City of Lewisville
HOLIDAY AT THE HALL
Saturday, December 5, 2009
10am - 6pm

Non-Profit Vendor Application (Non-Food)

Vendor/Business Name: _____ Contact Name: _____

Address: _____ City/State/Zip: _____

Email: _____ Cell: _____ Alternate Phone: _____

Description of booth activities, handouts, etc: _____

Preferred booth set-up time (please check one): Friday 5pm - 7pm Saturday 7am – 9am

Vendor Fees

- | | | |
|--|-------|--|
| <input type="checkbox"/> Booth space (10x10)* | \$100 | \$ _____ |
| <input type="checkbox"/> Booth space (10x20)* | \$200 | \$ _____ |
| <input type="checkbox"/> Corner space | \$50 | \$ _____ |
| *corner booths are premium spots, in addition to a standard booth purchase and awarded on first-come, first-served basis | | |
| <input type="checkbox"/> Electricity 110v/30 amps or less | \$50 | \$ _____ (1 standard outlet for 2 plugs) |
| <input type="checkbox"/> Late Fee | \$50 | \$ _____ |

(A late fee will be assessed if vendor agreement & payment are not received by **Friday, November 6th, 2009**. Late applications will not be accepted after Friday, November 13th, 2009.)

Total Enclosed \$ _____

*Booth fees do not include tents, tables or chairs. If you wish to rent these items, please contact Angelyn Hesser with Promoter Line at angelyn@promoterline.com or by phone at 817.557.1009.

Please make checks payable to City of Lewisville and send with completed application to:

Promoter Line, Inc.
Attn: Holiday at the Hall
4218 Gateway Drive, Ste 140
Colleyville, TX 76034
angelyn@promoterline.com
Phone: 817.557.1009/Fax: 817.557.6155

Rules and Regulations

- Holiday at the Hall is an outdoor event held regardless of weather conditions.
- Vendor fees shall be paid in advance and are non-refundable. **Vendors are accepted on a first come first served basis.**
- Vendors are to remain in their booths during festival hours, unless otherwise noted.
- Tents, tables and chairs will not be provided. Vendors shall drape and cover all tables and counters.
- Vendors manning a booth must be over the age of 18 or accompanied by an adult.
- It is the responsibility of the vendor to collect & report sales tax from the event in the name of the taxing authority of the Town of Flower Mound. Vendors are required to have a Texas State Sales and Use Tax Permit clearly showing their tax ID # posted in the booth at all times.
- All vendors must have a tent that is in excellent condition that can be weighted or held down by blocks or weighted buckets. "In-ground" stakes, such as straight or hammer-driven will NOT be permitted.
- Vendor parking is limited to a designated area. A map and complete information will be included in your acceptance packet. Vehicles not in the designated area are subject to being towed at the owner's expense or ticketed by the Lewisville Police Department. Observe all traffic signs. Vendors not complying with parking instructions may be asked to leave the show without refund of fees paid.
- All vendor vehicles must be moved to the designated parking area after loading or unloading prior to 10am Saturday.
- Tents must have a fire retardant tag attached or a fire retardant certification from the manufacturer. **Vendors with tents that are not fire retardant must have a fire extinguisher in their tent at all times.** Inspections will be performed by the City of Lewisville.
- Vendors are responsible for the cleanup of trash inside and around their booth. Trash receptacles will be located throughout the area. Portable restrooms will be available for vendor and guest use.
- Deadline for vendor fee payment is November 6, 2009. Beginning November 7, 2009 a \$50 charge will be added to the vendor fee.
- All participating vendors shall strictly adhere to hours of operation for move-in and move-out. Event Management reserves the right to change dates, hours or location. **Booth placement is at the sole discretion of Event Management.**
- Vendor shall conform to all statutes, ordinances, rules, orders, regulations and directions issued by any authorized authority of the federal, state or city government, including but not limited to, rules and regulations issued by the facility housing the festival.
- Event Management reserves the right to stop or remove from the festival any vendor or vendor representative, performing any act or practice, which in the opinion of Event Management is objectionable or detracts from the purpose/objective of the festival.
- Event Management reserves the right to decline a vendor's application if they deem their product or service not suitable for the event or if there are numerous vendors previously confirmed to sell that same product or service.
- If accepted, vendors will receive an acceptance packet 2 to 3 weeks prior to the event. The packet will contain parking passes, maps and a general information letter.
- Property brought onto the premises by any vendor is at the vendor's sole risk and shall be removed from the premises during designated move-out times. Event Management shall have the right to remove from the premises any remaining effects left after designated move-out time at vendor's cost, if applicable.
- Vendor retains liability and assumes all risks of loss and/or damages on site or in connection with transportation, display, storage and sale of merchandise at the Holiday at the Hall festival. Security is provided from 9pm Friday to 7am Saturday.
- Painting, mixing of chemicals or possession of explosive materials is not allowed at any time.
- The displaying and or carrying of firearms are strictly prohibited except for uniformed officers of the local Police Department.

Agreement of Liability Waiver

I hereby release, waive, discharge, covenant not to sue and agree to hold harmless for any and all purposes Promoter Line, Inc., The City of Lewisville, Texas, its officers, employees, successors, assigns, sponsors and volunteers (collectively "the City") from any and all liabilities, claims, demands, personal injury including death, or property damage that may be sustained by me while participating in the Holiday at the Hall event, including injuries or damages sustained as a result of the negligence of the City.

Venue

The Parties agree that if legal action is brought under this contract, exclusive venue shall lie in the Courts of Denton County, Texas, and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

Contract Agreement

I have read the General Information regarding the 2009 Holiday at the Hall festival. By paying the vendor fee, I have agreed to the conditions and terms of this contract. I understand payment must be received with a completed Agreement by November 6, 2009. I also understand that after November 6, 2009, a late fee of \$50.00 will be assessed. The late fee should be included with application if Vendor Agreement and payment are not received by due date.

It is understood and agreed by applicant that this entire document constitutes a contract between Vendor and the Holiday at the Hall festival only when Event Management confirms this contract. Confirmations may be mailed, faxed or emailed. Acceptance of money by the Holiday at the Hall festival is not binding if fee is returned before acceptance and confirmation of this contract. Verbal agreements or promises made verbally and not specifically stated and confirmed in writing, as part of this Contract, shall not be binding.

I have read the aforementioned Rules and Regulations and agree to all of the terms and conditions as they are written.

Signed: _____

Date: _____