



Lewisville Fall Fashion Fest

Saturday, November 17, 2018, 10 a.m. – 4 p.m.

Old Town Lewisville

Outdoor Event

Lewisville Fall Fashion Fest is an OUTDOOR event showcasing rolling or pop up boutiques featuring trendy fashions clothing, as well as fashions for the home. It will highlight health and beauty items, eco-friendly cleaning materials and specialty items catering to the fashion or wine industries. The event will include musical performances, kids' activities and may include a wine walk designed to benefit a local charity.

Application packets must be completed in full before submitted applications will be considered. For consideration, please follow the application instructions below.

Application Instructions

Vendor applications can be downloaded at cityoflewisville.com and returned to the City of Lewisville. Applications **must** include a certificate of insurance (if required; see below for details) and vendor booth payment.

Submitted applications must include the following:

- Completed Application
- Certificate of Insurance (**required for: any vendor who will come into contact with citizens. Examples: food vendors, food sampling, face painters, etc.**)
- Payment in full by check or money order payable to the City of Lewisville. Credit cards are also accepted (an additional \$1.50 applies). **Cash will not be accepted.**

Vendor spaces are very limited and are juried. If applications from similar vendors are received, there is no guarantee first one will be chosen. Those who are not selected to participate will be notified.

If you have been confirmed as a vendor you will receive a vendor packet via e-mail 1-2 weeks prior to the event.

Application Period & Deadlines

Early Bird Application is through Friday, October 12, 2018. ALL SIZES, FLAT RATE (\$100). Apply early to get the best vendor rate!

Standard Application runs October 13th – November 2nd and then standard vendor rates apply.

Make checks/money orders payable to City of Lewisville and send with completed application to:

Lewisville CVB

Attn: Shelly Pershing

P.O. Box 299002

Lewisville, Texas 75029-9002

spershing@cityoflewisville.com

Phone: 972.219.3695 * Fax: 972.219.3719

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Commercial Vendor Application

To qualify for this type of vendor, all products on display and/or items for sale must be related to fashion and accessories, skin care products, beauty or make up products and products for the home. Some examples are: handbags, shoes, children’s specialty clothing, face wash or lotions, organic cleaning products, etc.

Vendors must submit two photos of the items to be featured in the exhibit that will not be returned unless requested.

Vendor/Business Name: _____ Contact Name: _____

Address: _____ City/State/Zip: _____

Email: _____ Cell: _____ Website Address: _____

FB.com/ _____ Instagram: @ _____ Twitter: @ _____

Description of items to be exhibited/sold: _____

Booth set-up time & date will be communicated 1-2 weeks prior to the event.

	EARLY BIRD RATE (before OCT 12 th)	STANDARD RATE (after OCT 12 th)	
<input type="checkbox"/> Vendor space (10x10)	\$100	\$100	\$ _____
<input type="checkbox"/> Vendor space (10x20)	\$100	\$150	\$ _____
<input type="checkbox"/> Vendor space (10x30)	\$100	\$200	\$ _____
<input type="checkbox"/> Electricity 110v/30 amps or less	\$60		\$ _____
<input type="checkbox"/> Electricity 110v/31-60 amps	\$110		\$ _____
<input type="checkbox"/> Electricity 220v/0-60 amps	\$160		\$ _____
<input type="checkbox"/> Electricity 220v/61-100 amps	\$310		\$ _____
<input type="checkbox"/> Corner/end cap booth	\$50		\$ _____
(Limited supply. First come, first serve basis)			
<input type="checkbox"/> Tent rental (10x10)	\$75		\$ _____
(While supplies lasts, limited to one 10x10 tent per applicant. Vendors must provide tables & chairs)			
<input type="checkbox"/> Purchase Insurance from the City	\$65	\$ _____	(see details on page 3 for requirements)
<input type="checkbox"/> Late Fee (due after November 2nd)	\$50	\$ _____	

A late fee will be assessed if vendor agreement & payment are not received by Friday, November 2, 2018

Total Enclosed \$ _____

Payment in full by check or money order payable to City of Lewisville.
Credit cards are also accepted (an additional \$1.50 applies). Cash will not be accepted.

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

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Rules and Regulations

- Lewisville Fall Fashion Fest is an outdoor event held regardless of weather conditions.
- **Vendor spaces are very limited and will be juried. If applications from similar vendors are received, there is no guarantee first one will be chosen. Those who are not selected to participate will be notified.**
- Vendors are to remain in their booths during festival hours, unless otherwise noted. Vendors manning a booth must be over the age of 18 or accompanied by an adult.
- Tents, tables and chairs will not be provided. Vendors shall drape and cover all tables and counters.
- If selling food items, all menu items and costs must be accurate and clearly displayed at each vendor booth.
- **All Food Vendors and Food Product Sampler Vendors must follow Health Department regulations.** The Health Department will provide all requirements, including a Temporary Health Permit. The permit fee will be waived since you are participating in a City-produced event. Health Department contact is 972.219.3480.
- Food vendors aren't guaranteed to have direct access to water and are strongly encouraged to bring their own water to the event or be prepared to transport water. They are also responsible for their own food grade hoses and other ancillary concession equipment. Food vendors are responsible for their own gray water disposal and treatment as there will not be a gray water disposal location on site.
- It is the responsibility of the vendor to collect & report sales tax from the event in the name of the taxing authority of the City of Lewisville. 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.
- Vendor tents must be in excellent condition, weighted, and held down by blocks or weighted buckets. "In-ground" stakes, such as straight or hammer-driven will NOT be permitted.
- All vendor vehicles must be moved to the designated parking area after loading or unloading prior to 9:30 a.m. Saturday.
- All Food Vendor and Food Product Sampler tents must have a fire retardant tag attached or fire retardant certification from the manufacturer. Inspections will be performed by the City of Lewisville. **A fire extinguisher must be in your booth at all times.**
- 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. Please refer to our Green Vendor Guidelines attachment.
- Deadline for vendor fee payment and proof of insurance is Friday, November 2, 2018
- 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.**
- Vendors 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 or inappropriate for the event or if there are numerous vendors previously confirmed that sell the same product or service.**
- 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 the vendor's cost.
- 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 LEWISVILLE FALL FASHION FEST.
- **Certificate of Liability Insurance is required with certain applications.** Vendors who will come into contact with citizens directly must provide proof on insurance. Examples: Food Vendors, Food Product Sampling, Face painting, interactive exhibit items, etc.

Failure to return all required information by the deadline may result in non-refundable forfeiture of your booth space. Insurance requirements are listed on the next page.

Coverage is available to purchase through the City of Lewisville for LEWISVILLE FALL FASHION FEST for an additional \$65. For more information or to purchase coverage, please contact Shelly Pershing at 972.219.3695.

Agreement of Liability Waiver

I hereby release, waive, discharge, covenant not to sue and agree to hold harmless for any and all purposes 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 LEWISVILLE FALL FASHION FEST 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 2018 LEWISVILLE FALL FASHION FEST event. 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 2, 2018. It is understood and agreed by applicant that this entire document constitutes a contract between Vendor and the LEWISVILLE FALL FASHION FEST only when Event Management confirms this contract. Confirmations may be mailed, faxed or emailed. Acceptance of money by LEWISVILLE FALL FASHION FEST 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, will 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: _____

INSURANCE REQUIREMENTS

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas and Employers' Liability insurance. Workers' Compensation insurance is only required if Lessee has paid staff on site.

B. MINIMUM LIMITS OF INSURANCE

Lessee shall maintain limits no less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage.
2. Workers' Compensation and Employers Liability: Workers' Compensation Statutory Limits as required by the Labor Code of the State of Texas and Employers Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain or be endorsed to contain the following provisions:

1. General Liability
 - a. The City, its officers, officials, employees, boards/commissions and volunteers are to be covered as "additional insured" as respects: liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. Endorsement naming City as additional insured must be submitted with proof of insurance. The coverage shall include defense of claims against the City as additional insured. **(The additional insured box on the COI must be checked.)**
 - b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - c. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
 - d. Lessee's insurance shall be primary and non-contributory as respects to the City, its officers, officials, employees or volunteers.
2. **Waiver of Subrogation – All Coverages**
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
3. **Notice of Cancellation**
Each insurance policy required by this exhibit shall be endorsed to state the coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

City prefers that insurance be placed with insurers with a Best's rating of **A-:VI or A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Lessee shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. The certificates are to be received and approved by the City before the lease commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. FOOD AND/OR LIQUOR COVERAGE

If food is being provided to attendees or participants, Lessee must provide Product Liability in the amounts listed above. If liquor is being served, Lessee must provide Host Liquor Liability, unless lessee is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, wherein a minimum \$1,000,000 Liquor Liability Policy will be required.

H. SPECIAL EVENTS

Insurance provided by the Lessee must cover all operations of the Special Event including but not limited to; participants, subcontractors, vendors, exhibitors, volunteers, etc. If the policy of the Lessee excludes any activity or group involved in the Special Event, the Lessee must provide proof of insurance as required by this agreement. Lessee must furnish separate certificates for each group or activity not included or covered by Lessee's insurance.

I. HOLD HARMLESS AND INDEMNIFICATION

THE LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY LESSEE'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF LESSEE, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE LESSEE AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE LESSEE'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.