



San Jacinto Celebration

VENDOR BOOTH CONTRACT

San Jacinto Celebration
April 23, 2022
10:00 AM – 5:00 PM

**San Jacinto Museum and
Battlefield Association**
1 Monument Cir, La Porte, TX 77571

APPLICATION AND PAYMENT DUE BY APRIL 4, 2022

Business Name _____

Business Owner's Name _____

Street Address/City/Zip _____

Email: _____

Phone number: _____

Vendor Booth fee include: Designated space only and electricity if applicable

TYPE	Booth Size	Fee
Food Trucks		\$125
10x10 space (NO electrical)	10'x10'	\$125
10x10 space (WITH electrical)	10'x10'	\$175
10x20 space (NO electrical)	10'x20'	\$250
10x20 space (WITH electrical)	10'x20'	\$300

Vendor Type (please choose one)

Exhibitor Retail Food Vendor/Truck

Limited nonprofit rate is available upon verification of status.

What type of vending space are you interested in? (please choose one)

- 10x10 space
 10x10 space with electrical
 10x20 space
 10x20 space with electrical
 Food truck space

Add-ons fees:

- \$50 per 10'x10' Tent - Qty. _____
 \$15 per 6ft rectangle Table - Qty. _____
 \$5 each Chair - Qty. _____

ACCEPTABLE VENDOR TYPES

Commercial Arts & Crafts:

Vendors who sell product centered around or made in Texas—for example, historic period clothing, art or photography, travel books, children's toys, books and handmade crafts.

NO KNIVES OR WEAPONS PERMITTED.

Demonstrator with Commercial Sales:

Individuals or groups who demonstrate historic period activities—crafts such as weaving—AND have products available to sell. Period dress is encouraged for all vendors; however, period dress alone does NOT qualify for this category.

Please submit the following with your application:

- Photo(s) or diagram of your booth set up
- Attach list of all menu items to be sold. Include pricing for each item

Applications without menu and price submissions will not be considered.

Payment Instructions: Payment due once application is approved.

Credit card payments: Credit card authorization form will be provided after application approval. Please note that a 4% processing fee is added to all credit card transactions.

If paying by **check**, make payable to: San Jacinto Museum and Battlefield Association

Mailing address: 1 Monument Cir, La Porte, TX 77571

Submit completed application or questions to Juan Ortiz at events@sanjacinto-museum.org.

For sponsorships and general event information, please contact Kelli Savage at

Ksavage@sanjacinto-museum.org, Office: 281-479-2421 or Direct: 512-516-1939.

TERMS & CONDITIONS:

- To be considered for the event, all applications must be submitted by the deadline. Applications received after this date will be accepted ONLY IF space is still available and a \$50 late fee is paid. Incomplete applications will not be accepted for consideration. Vendors will be notified whether they have been accepted into the Festival. Approved vendors must submit payment within three days from the confirmation date.
- Agree to indemnify fully and hold harmless San Jacinto Museum and Battlefield Association (SJ MBA), its officers, employees and other event agents against all damage claims, liabilities and causes of action of every kind and nature.
- Comply with all health and fire permits, where applicable, at own expense.
- Be responsible for keeping vendor area clean and attractive before, during and after the event.
- Ensure Vendor booth has prices, including sales tax, posted which will be visible to the public in signage that is professional in appearance and size.
- Ensure Vendor booth will be staffed and open to guests the entire length of the event.
- Use every measure to protect event site from all damages. Vendor shall be responsible for damages to the building or grounds.
- Remove all trash in immediate area during set up and breakdown. Trash receptacles in Vendor area cannot be used for discarding waste materials. garbage dumpsters are provided for your use. No trash is allowed to be left in vendor area after breakdown.

TERMS & CONDITIONS: Continued

- Booth set up is from 6:00 am to 9:00 am on April 23, 2022, after which services must be available by 10:00 am. Breakdown, cleanup and removal of vendor booth must be completed immediately after the event ends at 5:00pm. If you need alternative accommodations, please contact Juan Ortiz at events@sanjacinto-museum.org.
- Acknowledge that no rain/weather refunds will be granted, and that this agreement with payment must be received no later than April 4, 2022..
- Vendor generators are not allowed. Exceptions will be reviewed by SJMBA and only approved to the extent that power needs cannot otherwise be met, in which case SJMBA shall work to resolve the issue with additional power.

CHECK-IN, SET-UP AND BREAKDOWN:

- Vendor must check in at the information tent, and comply with the above times for set up and breakdown.
- Vendor must limit themselves to one vehicle within the event site, unload the equipment/product and park the vehicle as directed by event staff prior to set-up.
- Exhibits must be open and staff for the entire duration of the event.
- Failure to meet requirements may lead to removal from the event and no refunds will be provided.
- Vendor may not sell items bearing the event name or likeness.
- Professional behavior and dress are requirements and will be determined at the discretion of SJMBA, and/or other event agents.
- Vendor is PROHIBITED FROM SMOKING WITHIN EVENT SITE and PLAYING AMPLIFIED MUSIC.
- Vendor is prohibited from having animals within the confines of the event, except for legitimate service animals as authorized by State Statute and ADA standards.
- Vendor agrees to allow use of video and photography taken by museum personnel at the event for promotional purposes. Any photos taken by the event are the property of the San Jacinto Museum and Battlefield Association.

CANCELLATIONS

The event will be held, rain or shine, in the case of extreme weather, check the website www.sanjacinto-museum.org or social media for last minute changes and updates. If Vendor signs contract and pays the fee, but chooses not to participate in the event upon receipt of written notice, certified mail or email prior to March 28, 2022, vendor's fee is refundable (less a \$10 processing charge). No refunds will be issued after that date for any reason. VENDOR CERTIFIES INFORMATION ON THIS CONTRACT IS A CORRECT DEPICTION OF ITS PRODUCTS AND SERVICES TO BE PROVIDED AT THE EVENT. THE VENDOR UNDERSTANDS FAILURE TO FOLLOW TERMS AND CONDITION STIPULATED HEREIN WILL RESULT IN INELIGIBILITY. VENDOR AGREES TO ABIDE BY ALL TERMS AND CONDITIONS AND TO HOLD HARMLESS AND INDEMNIFY SJMBA, AND OTHER EVENT STAFF AGAINST ANY CLAIMS ARISING BY VIRTUE OF THEIR OCCUPANCY AND PARTICIPATION IN THE EVENT.

GENERAL RELEASE

The undersigned, individually and/or on behalf of the Company/Organization does hereby discharge, release, indemnify and hold harmless the San Jacinto Museum and Battlefield Association and its event agents (collectively and individually the "indemnitee"), their employees, agents and officers, and all other sponsoring organizations from any and all manner of actions, suit, damages or claims whatsoever arising from any loss or damage to the person or property of the undersigned and the undersigned's employees, volunteers, representatives or agents while in possession of Vendor space or participating in the San Jacinto Celebration. I understand that my vendor fee shall not be refunded if all or part of the event is cancelled, including but not limited to inclement weather or acts of nature.

I have read all the rules pertaining to this contract and agree to abide by them.

Signature _____ Date: _____