

2019 RE/MAX Skylight Balloon Fest: October 25-27, 2019

Sales/Non-Sales/Non-Profit Vendor Application:

(Fill out all sections completely and clearly)

GENERAL INFORMATION:

Vendor Setup: Friday, Oct. 25, 2019: 9am-4pm
Operating Hrs: Friday, Oct. 25, 2019: 5pm-9:30pm
 Saturday, Oct. 26, 2019: 9am-9:30pm

Event Contact Information:
 The Chamber: 210-619-1950
 1730 Schertz Pkwy, Schertz, TX 78154
Shelby Griffin: events@thechamber.info

Event Location:
 16765 Lookout Rd, Selma, TX 78154
 (River City Community Church grounds)

NO Sales, Non-Sales, Non-Profit VENDORS on Sunday, Oct. 27th

Vendor Information (PRINT):

Company Name: _____ Phone #: _____
 Contact Name: _____ Email: _____
 Mailing Address: _____ 24 Hour Contact # during event: _____
 City: _____ State: _____ Zip: _____

BOOTH CLASSIFICATIONS/COSTS/OPTIONS:

Sales Booth: For Vendors or Non-Profits who will sell products, and receive money on site for that item/product. (Food Vendors *MUST* fill out a Food Vendor Form.)

Non-Sales Booth: For Vendors who will advertise/promote their company's services/products, but who will have NO monetary sales on site.

Non-Profit: For registered Non-Profit Agencies who will promote their services to the community, but who will have NO sales of any kind on site.

Important: 1) Check (v) the booth size in the category you desire and for 2) if electricity is needed.

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|--|--|--|--|---|
| Sales Booth ___ 10'x10' \$150.00 ___ 10'x20' \$300.00 ___ 20'x20' \$600.00 | Non-Sales BOOTH ___ 10'x10' \$100.00 ___ 10'x20' \$200.00 ___ 20'x20' \$400.00 | Non-Profit Booth ___ 10'x10' \$50.00 ___ 10'x20' \$100.00 | Electrical Cost ___ \$55.00 NOTE: Limited amount of booths have access to electric. | Total Cost: Booth Price: \$ _____ + Electricity \$ _____ + *Extra Vehicle Passes: \$ _____ =Total Due with application: \$ _____ |
|--|--|--|--|---|

- Items **NOT** provided with booth space: Tables, chairs, tent, setup/Tear down help, etc.
- **Two** (2) Vendor parking passes come with each 10'x10' booth space. Extra Vendor passes can be purchased on or by Oct. 25 at \$10 per vehicle.
- **Electricity is available to rent at the cost indicated above.** Vendors who do not rent electricity **MUST** provide their own generator. Booths with electricity will be located together. Booths without electricity will also be grouped together. Vendor must supply all lights needed to illuminate their booth at night.
- **NOTE: The event will also provide light towers to light up the vendor area.**

The Skylight Balloon Fest is a rain or shine **outdoor event**, and as such, may be vulnerable to weather. In the event that balloon races or glows are postponed, the event will remain open and every effort will be made to continue with other scheduled events. Vendors understand that fees are NOT refundable due to inclement weather, interruptions in the festival schedule due to weather, dangerous conditions, acts/threats of terrorism, acts of God, natural disaster or war. **Indemnity:** Vendor acknowledges having read and agreed to all items and conditions of this application/contract. Vendor agrees to indemnify, defend and hold harmless The Chamber, RE/MAX of Texas, River City Community Church, The City of Selma, and the officers, directors, agents, employees, successors, and assigns of all harmless from any losses, claims, damages, attorney's fees, and expenses for injuries, death or property damages suffered by any person caused by any willful, wrongful, negligent, direct or indirect acts or omissions of Vendor. This includes the Vendor, Vendor's employees, family, agents, and patrons, arising directly or indirectly out of Vendor's activities on the grounds of the event. Vendor agrees to release the RE/MAX Skylight Balloon Fest from any liability whatsoever for lost or stolen goods belonging to Vendor, Vendor's employees, family, agents or patrons.

IMPORTANT NOTICE:

- **Only three Sales/Non-Sales Vendors per specific category will be allowed in order to avoid excessive Vendor product duplication**, thus the date of TC's receipt of the **completed Registration Form and payment** will be used to determine individual Vendor category selection.
- If your application is denied, you will be notified via email and your fee refunded to the person or parties making the payment.
- Registration Fees can be paid by money order, cashier check or check **payable to 'The Chamber'**. If paying by credit card, call The Chamber at 210-619-1950.

By signing below, I acknowledge that the attached 2019 RE/MAX Skylight Balloon Fest Application, Booth Regulations and Booth Regulations Summary have been read, signed and that those on site will be made aware of all guidelines by the Vendor.

X _____ Vendor Name (Printed) X _____ Vendor Signature and Date

APPLICATION DEADLINE: SEPT. 30, 2019

All fees must be submitted with the signed 2019 Application, Booth Regulations and Booth Regulation Summary. All booths are available on a first-come, first-paid basis.

Submit Documents to: The Chamber
 By Mail: 1730 Schertz Pkwy Schertz, TX 78154
 By Email: events@thechamber.info
 By Fax: 210-619-1959

For additional information: Contact The Chamber at:
 Phone: 210-619-1950
 Web: www.thechamber.info
 Event Website: skylightballoonfest.com

2019 RE/MAX Skylight Balloon Fest: Sales / Non-Sales/ Non-Profit Booth Regulations

VENDOR MUST initial EACH section to verify you understand and agree to abide by the set regulations.

Section 1: Application, Registration, and Payment Information:(Vendor's Initials:_____)

- Booth space is limited, thus applications will be accepted on a first come, first paid basis through Monday, September 30, 2019, or until Vendor Booth space is filled.
- Completed booth applications **must** include signature **and full payment** in order to be accepted by The Chamber (TC).
- Any remaining paperwork, including certificates, **permits from the City of Selma**, and any proof of insurance needed must be turned in to TC **no later than 7 days prior to the event**, or booth may be denied with no refund given.

Section 2: Booth Information: (Vendor's Initials:_____)

- Booth fees are for designated SPACE ONLY – SPACE AS IS. Vendors MUST supply their own tents, tables, chairs, power, lights, etc.
- Booths are classified as Sales, Non-Sales, Non-Profit and Food Vendors. No combination booths are allowed. (NOTE: Food Vendors will be separated from the Sales / Non-Sales / Non-Profit Vendor Area.)
- If Vendor's booth/equipment exceeds the allotted 10' x 10' space, Vendor **MUST** purchase additional booth space.
- Approval by TC is needed if Vendor wants to park a wrapped vehicle as means of additional advertisement of their product. The booth space MUST contain vehicle in its entirety or Vendor will be required to purchase additional space adequate to contain said wrapped vehicle.
- Vendor's use of Booth Space is non-transferable. Vendor may not allow others to use their designated Space without express permission of TC.

Section 3: Power/Generators/Lighting: (Vendor's Initials:_____)

- Electricity is available for Vendor to rent. Vendors who do not rent electricity must provide their own generator. Vendor must supply any and all lights needed to illuminate their booth at night. Booths with electricity will be grouped together. Booths without electricity will also be grouped together. TC will provide light towers to illuminate the vendor area for attendees.
- Vendors renting electricity may only use one power strip per booth space rented – no 'daisy chaining' multiple power strips. Any vendor who overloads their electrical supply will be charged the cost of damage, repairs and up to replacement cost of any electrical equipment affected by said overloading.

Section 4: Setup and Take Down of booths:(Vendor's Initials:_____)

- An event map, along with booth location assignments and set up logistics, will be provided to all Vendors on or by Oct. 18, 2019.
- Setup of booths begins at 9am on Friday, October 25. Overnight security is provided from Friday until Sunday morning.
 - **NOTE:** The City of Selma, The Chamber, RE/MAX of Texas and River City Community Church (RCCC) are not responsible for any lost, stolen, or damaged items in or around Vendor's booth space. Presence of security does not insure/guarantee protection. Vendors are to take items of value with them when they close their booth for the evening.
- No moving vehicles are allowed in the Vendor area, with the exception of Food Trucks and Vendor's wrapped displays, once the event has begun.
- All Vendors must move their personal vehicles from the Vendor Area and General Admission Parking to the Vendor Parking lot by 4pm Oct. 25.
- All Vendors are responsible for getting their items to and from their Vendor space. Event personnel are not allowed to transport/assist Vendors with setup, take down, or with their equipment/supplies. Vendors are to plan their setup accordingly.
- **All Vendors must be set up and fully operational by 4pm on Fri., Oct. 25, and 8:30am on Sat., Oct. 26.**
- Any Vendor not set up by 4 pm on Friday, October 25 will forfeit their booth space with no refund given.
- TC reserves the right to reassign booth space on the day of the set-up due to unforeseen contingencies that may arise that could cause limitations or access to Vendor's booth space.

Section 5: Booth Operations/Vendor Operating Requirements:(Vendor's Initials:_____)

- Vendor must comply with all current local, state, and federal laws.
- Vendor is responsible for obtaining and paying for any and all business licenses, permits, and taxes required for their operation.
- All booths may be monitored during the event by TC to ensure that all regulations are adhered to.
- Vendors shall not use any sound amplification equipment of any type, including but not limited to loudspeakers, bullhorns, megaphones, microphones, PA systems and amplifiers. Vendors shall not have music in or from their assigned space or anywhere else on event grounds unless permitted by TC via written permission made before the event.
- **NO Vendor can sell alcoholic beverages, bring alcohol on site, nor give alcohol away. Any Vendor found doing so will have their event booth space closed immediately for the duration of the event.**
- NO Glass containers may be brought onto or sold at the event.
- **All Vendors must stay within their allotted booth space.** The area in front of each booth space is a walkway and sales are not permitted from this area. Vendors cannot leave their booth to advertise or lure customers into their booth. Any booth/Vendor/staff that does so may be closed immediately with no refund.
- Use of racial or ethnic slurs, profanities, derogatory language and other inappropriate behavior by Vendors and/or their representatives on the event grounds at any time during the event will not be tolerated and will be cause for closure of their booth.
- If TC learns of any complaints against a Vendor showing reasonable evidence that the Vendor has practiced deception by either: (i) displaying or selling merchandise packaged to misrepresent the quality or condition of such merchandise, or (ii) giving false information regarding the origin, variety, quality, condition, or value of the merchandise, TC may terminate Vendor's rights granted herein or take other appropriate action.

- TC may take appropriate action against any Vendor who fails to comply with the Vendor Contract, Booth Regulation document or other rules established by TC. Such actions may include, but are not limited to, termination of Vendor's rights granted herein, permanent denial of selling privileges, or other relief deemed necessary by TC.
- TC may impose additional rules and regulations, as TC deems necessary. TC will attempt to notify Vendor of these additional rules prior to Event.
- In case of wind/rain, etc., each Vendor is responsible for providing any items needed to hold down/protect their booth tent, equipment, supplies, etc. The event coordinators/partners are not responsible for any damages caused by weather.
- Vendors may **NOT** close down booths until 9:30pm on Friday & Saturday. Any Vendor who does so will **NOT** be invited to participate in future events.
- No pets, personal alcoholic beverages, and/or smoking are permitted on the event grounds during the event.
- Vendors may not leave children (12 years and under) unattended within their booth.
- Any ice needed for booth items/operations is the responsibility of the Vendor.

Section 6: Merchandise: Prohibited Items: (Vendor's Initials: _____)

- Vendor is prohibited from selling counterfeit items, unlicensed merchandise, guns, ammunition, alcohol, drug paraphernalia, or items prohibited by Texas or Federal law.
- Any merchandise TC considers racist, discriminatory, offensive, or inappropriate for juvenile sales will not be permitted at the event.
- Any item deemed unsafe by TC may not be sold.

Section 7: Warranties/Guarantees/Refunds: (Vendor's Initials: _____)

- TC offers no guarantees or warranties of any kind. The event occurs rain or shine. **Once a booth application is accepted, no refunds or rain checks will be given for any reason,** including any unforeseen circumstances, acts of God, weather, terrorism, or war resulting in the cancellation of the event.

Section 8 Indemnification: (Vendor's Initials: _____)

- Vendor releases and holds harmless TC, RCCC, RE/MAX of Texas, the City of Selma, any and all of the entities governing boards, officers, employees and representatives from any and all claims arising from any injuries, losses, liabilities, damages (whether to person or property) or death caused by Vendor, Vendor's merchandise, or Vendor's participation in the event. Vendor agrees to indemnify TC, RCCC, RE/MAX of Texas and the City of Selma from any and all expense arising because of any such claim.

Please initial below:

_____ *I have read and understand the stated regulations and agree to all of its terms and conditions.*

Printed Business Name of Vendor: _____

Printed Name of Vendor _____ **Date:** _____

Signature of Vendor: _____

**2019 RE/MAX Skylight Balloon Fest:
Sales / Non-Sales / Non-Profit Booth Regulation Summary:**

You, the VENDOR, MUST initial EACH item to verify that you understand and agree to abide by the stated regulations.

- I understand that full payment must accompany my completed Registration Form and that without payment, my application is not complete and my placement in this event is not secured.
- I understand this is an outdoor event, and as such, my booth is located outside and may be impacted by weather conditions.
- I understand I am applying for a (check one) Sales Booth Non-Sales Booth Non-Profit Booth
- If I am applying as a Non-Profit, I understand that I am not allowed sales of any type in my booth space.
- I understand that once my registration fee is paid, no refunds will be given if I must cancel my booth space for any reason.
- I understand that there is a limit of three (3) Sales and three (3) Non-Sales Vendors per specific category, and booth space is limited on a first-come, first-paid basis. (TC reserves the right to modify this limit if deemed appropriate.)
- I understand I am renting booth space only and that I must supply all items needed, including a tent, for the operation of my Booth.
- I understand I forfeit my booth space if it is not set up and ready to go by 4pm on Friday, Oct. 25.
- I understand that a need may arise that could result in my assigned space being changed when I arrive for set up due to unforeseen contingencies that may arise that could cause limitations or access to Vendor's booth space.
- I understand I am responsible for my own set up, take down, etc. and that event staff will not assist with this.
- I understand there will be a voluntary 'Trick or Treat' time during the event, and that I will be asked to participate in this.
- I understand that even with security provided on site, I am responsible for taking items of value with me when I leave the premises.
- I understand that no music can be used at my booth without express written permission from TC before the event.
- I understand that a water supply is available on site, but I will need transport to carry it.
- I understand that, if I am a Sales Vendor, I will sell only the specific items listed below, and will not change what I sell without express written permission of The Chamber.
- I understand there is not a minimum price for any items sold at this event, and that other Vendors may be charging less/more than I am for the items they are selling.
- I understand that I must provide any/all power needed for my booth's operation and any lighting needed during the evening. I can do so either by renting electricity from TC, or by providing my own generator.
- I understand that all Vendors who rent electricity will be grouped together, and that all Vendors who provide their own generators will be grouped together.

The items I plan to sell at the 2019 RE/MAX Skylight Balloon Fest are:

Vendor's initials: _____ *I have read and understand the stated summary on this page and agree to all of its terms and conditions.*

Printed Business Name of Vendor: _____

Printed Name of Vendor _____ Date: _____

Signature of Vendor: _____