

## Merchandise Vendor Form

Date \_\_\_\_\_

Organization/Company \_\_\_\_\_  
(please print)

Contact Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

Items for 2010 (**MUST LIST ALL ITEMS YOU PLAN TO SELL/DISTRIBUTE**)  
Spreadsheet may be attached

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Are you bringing a Large Truck or 18-wheeler for storage? \_\_\_yes \_\_\_no

Does the Large Truck/18-Wheeler require electricity? \_\_\_yes \_\_\_no

Will you be operating out of a trailer? \_\_\_yes \_\_\_no

If yes, please provide dimensions? \_\_\_\_\_

\_\_\_\_\_ Number of Locations Onsite

\_\_\_\_\_ Size of each location (i.e. 10X10; 10X20)

\_\_\_\_\_ Number of Tables Needed at each location (limit 2 per 10X10 location)

\_\_\_\_\_ Number of Chairs Needed (limit 2 per 10X10 location)

\_\_\_\_\_ Yes electricity is required

\_\_\_\_\_ Yes I would like to be referred to other events

\_\_\_\_\_ I give the Plano Balloon Festival, Inc. permission to use photos,  
videos, and displays of my set-up in advertising promotions

**THIS APPLICATION WILL NOT BE ACCEPTED UNLESS ALL FOUR PAGES ARE COMPLETED**

\_\_\_\_\_ Vendor Initials

# MERCHANDISE VENDOR AGREEMENT

**THIS APPLICATION WILL NOT BE ACCEPTED UNLESS ALL FOUR PAGES ARE COMPLETED AND ALL ENCOMPASSING PICTURES OF ITEMS INTENDED FOR SALE ARE SUBMITTED.**

**(Photos will not be returned)**

Your application will be reviewed and if selected you will receive an acceptance letter.

We strive to maintain a large variety of products in all areas and do not wish to overload any one category.

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between PLANO BALLOON FESTIVAL, INC., hereinafter referred to as "Grantor", and \_\_\_\_\_, herein after referred to as "Vendor".

For and in consideration of the mutual covenants herein contained and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged Grantor and Vendor do hereby agree as follows:

1. SITE AND DATE. Vendor shall have the right to provide the goods and/or services set forth below at the PLANO BALLOON FESTIVAL, INC. to be held at Oak Point Park, Plano, Texas 75074 on September 17, 18, & 19, 2010 hereinafter referred to as "THE EVENT". **The event is an outside venue.**

2. PAYMENTS. Vendor shall reserve and pay the following booth rates. Vendor shall make such payments to Grantor when submitting application. All application fees must be paid prior to set-up.

Booth includes 1-10X10 tent, electricity run to the back of your booth - one electric outlet that can accommodate two plugs, 2 eight foot tables, 2 chairs, and inclusion on event insurance as an additional insured.

\_\_\_\_\_ \$525 – Application and Fee received before June 15<sup>th</sup>

\_\_\_\_\_ \$625 – Application and Fee received between June 16<sup>th</sup> and July 15<sup>th</sup>

\_\_\_\_\_ \$725 – Application and Fee received between July 16<sup>th</sup> and August 15<sup>th</sup>

Additional booth space is available at a cost of \$150 per additional 10X10 tent required.

3. GENERAL CONDITIONS. The following general conditions shall govern Vendor insofar as The Event or activities related thereto are concerned. Please be aware that the Event goes on rain or shine. Since the festival occurs in a flood plain, be aware that poor drainage could cause booth placement issues and necessitate relocating booths to higher ground:

a. Signs. Location, content and size of all signs of Vendor shall be limited to vendor booth space, advertising the merchandise or group selling the merchandise. Vendor's selling products should include on their Signage that sales tax is included in the price of the item.

b. Operations. The operations and conduct of Vendor during The Event shall be subject to the approval of the Event Director, Executive Director, or Chairman. In the event that they determine that any of the vendors merchandise, operations or conduct are not consistent with the standards of The Event, the Event Director, Executive Director, or Chairman shall so notify Vendor and if Vendor fails to correct such merchandise, operations or conduct, the Event Director, Executive Director, or Chairman shall have the right to require the Vendor to cease operations at The Event. This may also result in the Vendor not being invited to participate at a future event.

c. Location. The Event Director or Executive Director will determine and notify the Vendor of the location(s) that the Vendor may use for his operations during The Event.

\_\_\_\_\_ Vendor Initials

d. Hours. Festival operating hours are listed below:

Friday – 4:00 PM – 10:00 PM Saturday – 6:00 AM – 10:00 PM Sunday – 6:00 AM – 7:00 PM

Merchandise Vendors should be open by 4:00 PM on Friday and 8:00 AM on Saturday and Sunday. Vendors are required to stay open throughout the day until festival closing time each evening.

(Closing times listed above)

**A penalty will be assessed for closing and/or vacating event early.**

e. Operations of Vendor. Grantor strives to maintain a large variety of products in all areas and does not wish to overload any one category. Subject to the terms of the Agreement, Vendor intends to sell the items listed on page one of this agreement. **No additional items may be added or substituted without specific permission from the Event Director/Executive Director. All items must be approved by the Grantor.** Vendor will not be permitted to use excessively loud music or amplified announcements during his operation at The Event. Event Director/Executive Director shall have the determination and the absolute discretion as to whether or not any music used by Vendor is excessively loud.

f. Health Permit. The Vendor is responsible for obtaining and abiding by any and all necessary health permits and guidelines from the City of Plano, Texas. Contact: Pamela Dockins – 972. 941.7143

g. Employees. Vendor shall not employ any individual under the age of sixteen (16) years to work at The Event. Any individual under the age of eighteen (18) years working for Vendor at The Event shall do so only under the direct supervision of an adult. All employees of Vendor shall conduct themselves at all times in a manner acceptable to the Event Director, Executive Director, or Chairman.

h. Cleanliness. Vendor's operations at The Event shall be, at all times, conducted in a clean, orderly, and legitimate manner in accordance with existing ordinances and laws regulating operation of the nature of Vendor. No rubbish, glass, bottles or cans of any kind shall be placed upon the ground or in any buildings by Vendor or his employees, all such items to be placed in appropriate trash receptacles. Vendor shall maintain the area immediately around his place of operation and such area shall be kept clean and sanitary by Vendor. Failure to clean-up your surrounding area could jeopardize your return to the festival or a clean-up fee could be assessed.

i. Waste Water. Vendor shall not dispose of any wastewater or grease except through regular gray water or grease containers provided by the Grantor. Failure to comply with this procedure could necessitate your removal from the event, or a fine to cover the cost of the extra clean up.

j. Applicable Taxes. Vendor is responsible for submitting all applicable taxes, including sales tax, directly to the proper agencies.

**Vendor Sales Tax Number** \_\_\_\_\_

**Vendor  
Initials**

\_\_\_\_\_

**k. Liability. The Plano Balloon Festival, Inc., Grantor, will not be liable for any losses or damages sustained by Vendor as a result of the rights granted to Vendor under this Agreement of Vendor's operations at The Event. Vendor, as part of the consideration hereof, does hereby indemnify and hold harmless Plano Balloon Festival, Inc., its officers, employees, representatives, InTouch Credit Union, and City of Plano from any and all claims for damages or injuries (including death) of any nature and kind, suffered or asserted to have been suffered by any person or property of any person growing out or resulting from or in any way connected to Vendor's operations at The Event.**

l. Electric Power. Should your electrical needs exceed what is provided you will need to notify the Plano Balloon Festival, Inc. The supply of all electric power needed by Vendor shall be supplied by the Grantor in the form of a generator. Vendor may NOT bring supplemental power onsite. The supply of any electric power needed by Vendor shall be in the form of a generator and Vendor shall not place electric cable on the ground in such a manner as to interfere, in any way, with the passage of any individuals or equipment.

\_\_\_\_\_ Vendor Initials

m. Fire Permit. Vendor shall be responsible for obtaining any necessary permits from the Plano, Texas Fire Department.

n. Subletting of Space. Vendor does not have the right to sublet any booth space without the prior written consent from the Event Director or Executive Director.

o. Tables and Chairs. By signing this contract, vendor assumes liability in returning the quantities of tables and chairs they have reserved on the first page of this document. No vendor may check out and leave until signed confirmation that their tables and chairs have been returned. Vendors will be charged for lost tables and chairs. Vendors are permitted to bring in their own tables and chairs.

p. Vehicle Access. Each vendor will receive parking passes. Parking will be restricted at the booth location. Parking passes and admission tickets are issued based on booth size and number of locations. **No cars, or recreation vehicles, except Golf Carts are allowed in the Vendor Area of the festival grounds during operating hours. Exception is during the specific unloading hours of 10am – 2pm a vendor can access their booth with the appropriate unloading pass. Vendors will be required to hand carry items in/out during all other operating times of the festival. Vendor must provide their own manpower.**

Golf Cart Restrictions: No one under the age of 16 is permitted to drive a golf cart on the festival grounds. **Abusive and/or reckless driving of golf cart will result in loss of golf cart privilege.** At the discretion of Festival Management, during peak attendance, golf cart usage may be restricted or banned. Exceptions would allow City trash crews, and soft drink and ice providers limited circulation.

q. Security. Security is provided to monitor the festival grounds; however, the Grantor is not responsible for lost or stolen items.

4. CANCELLATION POLICY. A cancellation fee of \$50.00 will be deducted from all refunds requested in writing prior to August 1, 2010. There will be no refunds, for any reason, after August 1, 2010. All application fees must be paid PRIOR to setup on festival grounds. Access may be denied if application fees have not been paid.

5. INITIAL. By initialing at the bottom of each page you understand and agree to abide by the rules and guidelines set forth in this agreement.

**THIS APPLICATION WILL NOT BE ACCEPTED UNLESS ALL FOUR PAGES ARE COMPLETED AND ALL ENCOMPASSING PICTURES OF ITEMS INTENDED FOR SALE ARE SUBMITTED.  
(Photos will not be returned)**

Your application will be reviewed and if selected you will receive an acceptance letter.

**Please note that an application does not guarantee a booth reservation.**

We strive to maintain a large variety of products in all areas and do not wish to overload any one category.

AGREED AND EXECUTED as of the date first above written.

PLANO BALLOON FESTIVAL, INC.

VENDOR

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

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

Jessica Jackson

Event Director

Plano Balloon Festival, Inc.

P. O. Box 867706

Plano, Texas 75086

(972) 867-7566

Fax (972) 985-0155

jessica@planoballoonfest.org

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