



**BAYOU CITY
ART FESTIVAL**

CELEBRATING 50 YEARS

DOWNTOWN

OCTOBER 8-9 2022

BAYOU CITY ART FESTIVAL: DOWNTOWN | FOOD VENDOR APPLICATION

The following application is a request for a food vendor space at the Bayou City Art Festival – Downtown, being held at Sam Houston Park and along Allen Parkway, on October 8-9, 2022.

COMPANY NAME: _____

BOOTH NAME (IF DIFFERENT THAN COMPANY): _____

CONTACT NAME: _____

CELL PHONE: _____ ALTERNATE PHONE: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

WEBSITE: _____

TWITTER: _____

FACEBOOK: _____

DEADLINE FOR APPLICATION SUBMISSION: SEPTEMBER 15, 2022.

Please note: This application does not guarantee acceptance. Vendors will be notified if they are invited to participate at the festival. After receiving written acceptance, vendor must submit a COI, vendor assets, and payments by September 22, 2022. Vendor can scan/email or print/mail in completed applications to:

Bayou City Art Festival Food Vendor Coordinator
7026 Old Katy Road, Suite 281
Houston, TX 77024
(o) 713-521-0133
www.artcolonyassociation.org
food@bayoucityartfestival.com

SPACE RENTAL AGREEMENT

Please read carefully. This agreement will be enforced to ensure the best possible, profitable participation for all vendors. (The "Agreement" or "Contract")

SPACE RENTAL FEES

The space rental for a food operations vendor will be a flat fee and commission-based structure combined. With the exception of food trucks and carts, all vendors must rent the tents for their booth space from Art Colony Association, Inc. Please see the Space Rental Breakdown for the details of tent sizes, booth fees, and corresponding prices.

Sales will be recorded each day and all sales will be closed out on Sunday at 6 pm. All vendors should meet at the designated meeting spot to check out. Check out for vendors will include submitting a total inventory for the day.

Price Includes: 42-inch-high booth front with serving counter, signage, tent set up and removal, one 20-amp plug, and health permit.

Not Included: flooring, tables, fire extinguishers, chairs, propane permit fee, additional electrical fees.

Security and Cleaning Deposit

Vendor's initial security deposit will be returned only after visual inspection and written release by Art Colony Association, Inc. management. This must be done in person Sunday, October 9th, unless otherwise coordinated by Leigh-Anne McQuitty.

Reasons for Immediate FORFEITURE OF DEPOSIT:

- Incorrectly disposing of any oils or coals (must be removed from the premises and disposed of safely by vendor).
- Not checking out with the Art Colony Association, Inc. vendor coordinator nightly.
- Leaving litter and/or food debris in and around booth.
- Cancellation by vendor after acceptance on or after September 15th, 2022.
- Contaminating a recycling or composting bin or dumpster with landfill trash.
- Disposing of grey water anywhere other than a grey water tank.
- Driving without an escort on festival grounds.
- Theft or deception whether through inventory manipulation, POS manipulation, or by selling products not approved by Art Colony Association, Inc.

These actions shall be considered a material breach in which case the vendor will lose the right to their assigned space and will be escorted off the event site. The vendor may be subject to additional fees if the infractions total more than the entirety of the security and cleaning deposit.

HOURS OF OPERATION

Saturday & Sunday, October 8-9, 2022: 10am-6pm.

SPACE ASSIGNMENTS

Art Colony Association, Inc. has complete control of event diagrams and space assignment. Art Colony Association, Inc. reserves the right to make modifications on event diagrams that are believed to be accurate but only warranted to be approximate. Art Colony Association, Inc. reserves the right to assign space in such a manner as it deems appropriate.

AUTHORIZING AGENT

All vendors will have an appointed agent or agents with full authority to represent the Vendor in its business with Art Colony Association, Inc. This Agreement shall bind the respective parties and their representatives. Vendor may not assign its rights or delegate its duties without the prior written consent of Art Colony Association, Inc.

ASSIGNMENT, SUBLETTING OF EVENT SPACE

No vendor shall assign, sublet, or share the event space allotted without the knowledge and written consent of Art Colony Association, Inc. No products, parts, accessories, or other goods, souvenirs, catalogs, etc. bearing names or other forms of advertising other than that of the vendor may be displayed. No firm or organization not assigned an event space will be permitted to solicit business within the event areas. No “non-food” merchandise is to be sold unless approved by both Art Colony Association, Inc. and the Parties.

STAFF CREDENTIALS

Each vendor will receive up to ten credentials per location for entry to the front of the house for working personnel. All working passes received are for legitimate working personnel only. Misuses, resale, or gifting is strictly prohibited and will be considered a material breach.

SUPPORT VEHICLE PARKING

Please list the exact dimensions and details of your support trucks and trailers on Space Rental Breakdown Page. If vendor does not provide accurate information, there will not be space provided for that vehicle. Vendor will receive 2 passes for parking. Please bring dollies and wagons if you need to access product from your vehicle any time beyond the morning load in. No personal parking is provided on-site. No parking is available directly behind or beside booths/trucks.

LOAD IN & LOAD OUT

The Load-in will be divided by time and location on site determined at a date closer to the show. Load out must be on October 9th, 2022 immediately following the close of the show. Art Colony Association, Inc. will work closely with the show and all vendors to provide the necessary information in a timeframe that will allow for vendor planning. Daily Load in on show days is from 7 A.M. – 8:30 A.M. **No vehicle movement after 8:30 A.M.** All food trucks must be on-site, and all support vehicles must be off-site, by 8:30 AM on show days, without exception.

ORDINANCES

Fire Regulations, health, and other applicable ordinances must be observed. It is solely the vendors’ responsibility to comply with all applicable fire, health, and other codes and ensure that they are observed. Vendor must also comply with all requirements imposed by Art Colony Association, Inc.

HEALTH PERMIT

Art Colony Association, Inc. will obtain a temporary health permit for each vendor at the event; the fee is included in the booth fee. All vendors must be in compliance with the Houston Health Department special event requirements.

PROPANE

Vendors are required to abide by all fire safety laws set by the state, city, and county fire departments. Vendor is responsible for having required fire extinguishers, tanks, and hoses inspected by a local, reputable company. If a vendor is utilizing propane while cooking there will be an additional fee which is subject to change, but will be no less than \$200 per booth. If a vendor is in need of propane call CWS Propane at (936) 441-4328 to rent certified propane tanks. CWS Propane must do the initial propane hook up with the Fire Marshalls upon inspection.

1. All tanks must be removed from the park once the event has ended each night.
2. The Fire Marshall will allow up to 60lb tanks only.
3. Propane Express will hook up and disconnect all food tent tanks. Food trucks have been inspected when receiving their medallions, so no tech hook up is required.

SECURITY

General roving security will be provided throughout the event site. Should the vendor require dedicated spot security, said security shall be subject to Festival and Art Colony Association, Inc. approval and will be the vendors' responsibility.

SIGNAGE

Art Colony Association, Inc. will provide tented vendors with name and menu signage. Tented vendors are required to use the signage provided to them to keep a uniform look amongst concessionaires. Food trucks are responsible for their own signage. Art Colony Association, Inc. reserves the right to prohibit the display of any article that is not keeping in the nature and character of the event.

USE OF SPACE

Art Colony Association, Inc. reserves the right to restrict exhibits because of safety, noise, method of operation, materials, or for any exhibit that, in the opinion of Art Colony Association, Inc. , may detract from the general character of the event as a whole. All equipment and heavy machinery must be cleared in advance with Art Colony Association, Inc. staff. Art Colony Association, Inc. reserves the right to prohibit any equipment that is deemed unsafe or appears unreasonable in Art Colony Association, Inc. 's judgment. Any demonstration or activity that causes annoyance to neighboring vendors such as flashing lights, noise, or result in the obstruction of walk space in the front or back of booth will not be permitted.

SALE OF PRODUCT

Vendors are responsible for all cash transactions, sales tax, and personal cash needs. Only products on the application can be sold. Vendors cannot charge sales tax in addition to the listed menu item price. Vendors are prohibited from altering menu items or prices throughout the duration of the event. Please ensure that all menu items are spelled correctly and listed in the menu section. The items listed on the application will be used to settle any disputes between Art Colony Association, Inc. and Vendor regarding menu items and prices. Vendor must continue to sell during the hours of operation. For every hour the vendor is not operating, whether it is a result of running out of food, an equipment issue, or failure to comply with local regulations, vendor will be charged the "expected sales" based on the hours of BUSINESS TRANSACTIONS PRIOR TO CLOSURE.

MEAL TICKETS

Each vendor must accept, without reimbursement, at least 5 meal tickets created by Art Colony Association, Inc., redeemable at any time during Festival operations. Meal tickets will have vendor name, Art Colony Association, Inc. and show logos.

BEVERAGES

Vendors cannot sell any bottled, canned or fountain beverages, including water. A request to sell specialty beverages(fresh brewed iced tea, coffee, fresh lemonade, etc.) must be submitted in writing for approval to Art Colony Association, Inc. All vendors with specialty beverages will pay commission on those sales. Vendors may not give away beverages as part of any offer to its customers.

MENU CONFLICTS

Art Colony Association, Inc. makes no claims nor intends to offer any vendor exclusivity on any item. Art Colony Association, Inc. will contract with vendors based on what is best for the event. Only items with the written consent of Art Colony Association, Inc. can be sold. In some cases, vendor may be able to pay for exclusivity on a product.

MENU

List food & drink items to be sold EXACTLY as it should be entered into your vendor menu profile. For tented vendors, these menu items will also be printed on your exterior booth signage. (Vendors will not see a proof before printing):

MENU ITEM: MENU DESCRIPTION: (Vegetarian, vegan, Gluten Free, etc.) PRICE: _____

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ELECTRICAL

Electric power will be provided on site by generators. It is vitally important that the vendor complete the electrical form completely and accurately as additional power will NOT be available after the show build begins. No vendor will be hard wired in. If vendor pulls more power than advanced and a string is tripped more than 2 times, vendor will be fined \$500. In addition to the \$500 fine, the vendor may be charged an additional service fee by the power provider. There are no additional plugs available other than the ones listed here.

Please include description of any personal generator, if applicable, as some generators are not permitted.

TYPE OF EQUIPMENT: VOLTAGE: AMPERAGE:

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THE DEADLINE FOR ALL POWER REQUESTS IS SEPTEMBER 24th.

THE FOLLOWING ARE THE ONLY AVAILABLE PLUGS ON-SITE:



Nema #14-50R Nema #21-30R Nema #5-50R; normal plug

Plugs available are as follows; please check the appropriate one for your operation.

- ___ 50 amp RV. Nema # 14-50R, 3p 4w 125 /250 vac
- ___ 30 amp. Nema # L21-30r receptacle, 5 wire 120/208 vac
- ___ 20 amp. Nema # 5-20r

LIABILITY

Neither Art Colony Association, Inc., The City of Houston, nor respective contractors, directors, officers, managers, members, employees, affiliates, licensees, designees, representatives, and corporate sponsors (collectively, the "Art Colony Association, Inc. Indemnified Parties") will be responsible for any injury, loss nor damage that may occur to the Vendor's employees, agents, contractors, representatives, or property from any cause whatsoever. It is the Vendor's responsibility to protect machinery, perishables, and exhibits so that no injury will result to the public visitors, guests, or persons, or property. If property does not appear to be properly maintained, it will be promptly withdrawn from the event site. All property of the Vendor, including foodstuffs and other perishables is understood to remain in vendor's care, custody, and control in transit to, from, or within the confines of the event area subject to Agreement. The vendors, on signing the Agreement expressly release, hold, keep, save harmless and indemnify the foregoing persons and entities, named organizations and committees, and individuals from all claims for such a loss, damage, or injury. Vendors must carry appropriate insurance through such carriers at a minimum of \$1,000,000.00.

INSURANCE

Vendor must obtain, carry, and keep in full force and effect appropriate insurance, including but not limited to (a) general liability insurance with limits of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate, (b) automobile liability coverage in the amount of \$1,000,000.00 for owned or non-owned vehicles, and (c) either (i) workers compensation coverage or, (ii) if it has no coverage, then (1) proof of any waiver required by applicable law by each employee of Vendor regarding the absence of workers compensation coverage and (2) Vendor hereby agrees to indemnify the Art Colony Association, Inc. Indemnified Parties for all liability to the Art Colony Association, Inc. Indemnified Parties arising from the absence of such coverage. All insurance policies must be issued by a qualified A-VII or better carrier as rated by A.M. Best, Inc. Vendor must provide Art Colony Association, Inc. with certificates evidencing all such insurance no later than ten days prior to the date of the festival.

FORCE MAJEURE

The Festival will be held at an outdoor venue, and therefore the holding of the festival depends upon fair weather and appropriate governmental authorizations. Accordingly, Art Colony Association, Inc.'s obligations under this Agreement shall be excused by acts of God such as fires, storms, lightning, floods, confiscations, or restraints of governmental (civil or military), strikes or labor disputes, civil disturbances, or any other cause (including the threat of any of the foregoing), that is not within the reasonable control of Art Colony Association, Inc. or not otherwise due to any negligence or willful misconduct of Art Colony Association, Inc. (Each of the foregoing, a "Force Majeure Event"). In case of cancellation of the festival or unavailability of space at the festival sufficient for vendor's purposes due to a Force Majeure Event prior to the festival beginning, the Vendor's sole remedy will be to receive a refund from Art Colony Association, Inc. of all amounts paid by Vendor to Art Colony Association, Inc. as of the date the decision to cancel the festival is made or the date Art Colony Association, Inc. notifies Vendor that space will not be available due to a Force Majeure Event (in either case, the "Determination Date"), in both cases less any expenses already incurred by Art Colony Association, Inc. in preparation for the festival allocable to the booth assigned to Vendor, which Art Colony Association, Inc. agrees to pay to Vendor within ten business days after the Determination Date. After the Festival has begun, any fees paid by or assessed against Vendor will not be reimbursed to Vendor and Vendor assumes the risk of such fees if the festival should be cancelled due to a Force Majeure Event during the festival.

RULES AND REGULATIONS

If a vendor does not follow the Rules and Regulations set by Art Colony Association, Inc., this contract may be terminated. In the event of a default by the Vendor, the Vendor shall forfeit as liquidated damages the amount paid by the vendor for the event space, regardless of whether or not Art Colony Association, Inc. enters into a further lease for the event space involved.

GOVERNING LAW

This agreement shall in all respects be governed by the law of the State of Texas.

SECURITY CLEANING DEPOSIT _____ SPACE X \$250 / EACH = _____ **PROPANE PERMIT** _____ SPACE X \$200 / EACH = _____ **10X10 TENT RENTAL** _____ TENT X \$650 / EACH = _____ **10X20 TENT RENTAL** _____ TENT X \$850 / EACH = _____ **FOOD TRUCK SPACE** _____ SPACE X \$350 / EACH = _____ **POS RENTAL** _____ \$75 / EACH = _____ **COMMISSION PERCENTAGE** _____ 24%

SELECT ELECTRICAL NEEDS

20AMP 110-120 VOLT _____ **PLUG X \$75 / EACH=** _____ **30AMP NEMA L21-30R** _____ **PLUG X \$150 / EACH=** _____ **50AMP NEMA 14-50R** _____ **PLUG X \$200 / EACH=** _____ **TOTAL DUE:** _____

WILL YOU BE USING PROPANE? _____ **HOW MANY CONNECTIONS WILL YOU HAVE?** _____ **IF**

PARTICIPATING AS A FOOD TRUCK, SELECT SERVICE WINDOW SIDE: DRIVER | PASSENGER LENGTH OF FOOD TRUCK?

NUMBER OF WRISTBAND CREDENTIALS REQUIRED: _____

WRITE ANY BACK OF HOUSE SPACE REQUIRED AND ADDITIONAL NOTES/REQUESTS (PLEASE INCLUDE ANY VEHICLES/TRAILERS AND SIZES):

Signed and Agreed Upon:

Signature: _____ **Print Name:** _____

Company/Restaurant: _____ **Date:** _____

DEADLINE: September 15, 2022. Only complete applications will be processed. Sending in an application does not guarantee acceptance; vendor will be notified if they are invited to participate at the festival and an invoice will be sent to the email address listed on the application. After receiving written acceptance, vendor must submit a COI, vendor assets, and payments by September 22, 2022. If not submitting payment via Zelle, please send cashier's checks or money orders- no personal or business checks- to: Art Colony Association, Inc., 7026 Old Katy Rd., Ste. 281, Houston, TX 77024.

Vendor is required to pay their own sales tax to the State Comptroller for sales tax due.

Page 8 Initials _____