

# Pirate Days of Texas Festival

## VENDOR APPLICATION

### 2010 Festival Dates and Times

Saturday, October 16<sup>th</sup> - 10AM until 10PM  
Sunday, October 17<sup>th</sup> - 11AM until 6PM

**Location:**  
**Stewart Creek Park on Lake Lewisville**  
**3700 Sparks Road The Colony, Texas 75056**

Please complete the application below, sign, and return.  
Confirmation and space assignments will be returned to you upon receipt of full payment.

**Mail:** *Pirate Days of Texas*  
c/o Kids Count, Too!  
5150 Paige Road  
The Colony, TX 75056

**Questions:** 972-375-1065  
vendor@piratedays.org  
vendor2@piratedays.org

### Vendor Contact Information:

Company Name \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Website URL: \_\_\_\_\_

Please provide names and contact numbers (preferably cell phone while at the festival) of Vending Personnel who will man your booth during set up and throughout the festival.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list all items to be sold at the Pirate Days of Texas:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VENDOR SET UP AND FEES**

**Friday October 15, 2010:**

Park opens for vendor set up at 10am. **Vendors must be completely set up and ready for inspection on Friday.** Please tie down and cover your booth before leaving. Take cash and valuables with you.

**Saturday October 16, 2010:**

Park opens to vendors at 8:00am. All set-up must be completed by 9:30am so that you may repark in the *assigned Vendor Parking areas*. At 11pm please tie down and cover your booth. Take cash and valuables with you for overnight.

**Sunday October 17, 2010:**

Park opens to vendors at 8:00am. All set-up must be completed by 10:30am so that you may repark in the *assigned Vendor Parking areas*. At 6 pm you may begin to bring your vehicle onto the site and disassemble your booth.

**FEES**

All spaces are allocated on a first come, first served basis and **may include electricity.**

<b>Merchandise Vendor</b>	<b>Cost</b>	<b># Needed</b>	<b>Amt. Enclosed</b>	<b>Balance due Sept 15</b>
10' x10' space	\$100			
10 X 20 space	\$175			
<b>Food Vendor</b>	<b>Cost</b>	<b># Needed</b>	<b>Amt. Enclosed</b>	<b>Balance due Sept 15</b>
20' X 20' space	\$400			
20'X 30' space	\$500			

**A check for \$50 per space cleaning deposit is required.**

This check will be returned to you upon satisfactory inspection of site on Sunday evening

A 50% non-refundable deposit is required with your application. The balance is due, plus \$50 per space cleaning deposit, by September 15, 2010.

Vendor will name **The City of The Colony** as additional insured on the vendor's liability insurance policy for the event and must provide a certificate of insurance to the PDoT **by September 15, 2010**, that documents this coverage. The policy should provide for a minimum of \$1,000,000 of liability coverage. Vendor will further indemnify and hold harmless from any and all loss, claims, demands, liability and actions in conjunction with this event and this agreement

***Pirate Days of Texas Vendor Checklist:***

- Completed Application**
- Signed Agreement**
- \$50 Cleaning Deposit Check made out to:** Pirate Days of Texas, INC
- Space Deposit Check made out to:** Pirate Days of Texas, INC
- copy of Certificate of Insurance (can include in separate mailing, but no later than Sept 15)**
- For Food Vendors also:***
- Completed Temporary Food Permit Application**
- \$ 60 Temp Food Permit Inspection check made out to :** City of The Colony

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print: \_\_\_\_\_

## Pirate Days of Texas Festival Agreement and rules and regulations

*Please sign and return this form with your application and deposit.*

**All vendors agree to the following terms and conditions specified by the Pirate Days of Texas, INC (PDoT) to participate in the 2010 Pirate Days of Texas Festival.**

**Application:** The vendor application is subject to review. The PDoT will consider all applications, however, there are limited spaces available. The PDoT reserves the right to select the vendors that will be most appropriate for our event. If your application is not accepted, your deposit (if any) will be returned to you.

**Vendor Schedule:** The vendor will occupy the space (and only such space) designated by the PDoT and will operate from 10AM to close Saturday October 16 and 11am to close Sunday October 17, 2010. All vendors are expected to remain onsite, and are expected to remain open for business during festival hours. Vehicles must be parked in the assigned Vendor Parking area once the festival opens to the public.

**Vendor set-up:** Set up may begin as early as 10am Friday, October 15. Vendor must be set up and operational by 10 AM Saturday.

**Cleaning Deposit:** Booth deposits are reflected in the application fee and the above rules apply. A cleaning deposit of \$50.00 will be accessed to every vendor at the time when the registration balance is due. This deposit is collected to ensure respect for the festival/park grounds, and proper clean up. Deposits will be returned to vendors after an inspection of your site by a representative of PDoT. Your site must be clean with all trash, building material, food leftovers and waste removed from the area. Any area left in disarray will result in reduction of cleaning deposit refund. Any refunded deposit will be mailed within 10 business days.

**Insurance:** Vendor will name **The City of The Colony** as additional insured on the vendor's liability insurance policy for the event and must provide a certificate of insurance to the PDoT **by September 15, 2010**, that documents this coverage. The policy should provide for a minimum of \$1,000,000 of liability coverage. Vendor will further indemnify and hold harmless from any and all loss, claims, demands, liability and actions in conjunction with this event and this agreement

**Booth Removal:** Vendor will remove all equipment, supplies and vehicles from the **Pirate Days of Texas Festival** site by noon, on Monday, October 18, 2010. Vendor may begin take-down after the end of entertainment on Sunday, October 17. The vendor's space must be left clean with all trash placed in receptacles provided. Any trash that will not fit into the receptacles must be taken away and disposed of by the vendor.

**Parking:** Each vendor will be provided with a parking pass good for the duration of the event for the *vendor parking areas*. The parking pass is non-transferable. Additional passes may be purchased for \$5 each from PDoT.

**Supplies:** Vendor is responsible for bringing-needed extension cords, hoses, tarps, ropes, cords, staple guns, tie wraps, supplies, etc. ***Due to limited power outlets on the festival grounds vendors requiring electricity are strongly encouraged to provide their own generator or other power supply. PDoT cannot guaranty power hookups.*** Please bring garbage bags for cleaning up your area. We thank you for your cooperation in trying to help our city employees with their time and services at our festival.

**Construction:** All vendor booths must be designed to withstand wind and inclement weather. Vendors should be prepared for the possibility of rain and be sure they are equipped with a rain plan. **UNLESS OTHERWISE SPECIFIED OR ORDERED, YOU ARE RESPONSIBLE FOR SUPPLYING YOUR OWN CANOPY, TABLE, CHAIRS, CARPET, ETC.**

**Theme:** WE REQUIRE THAT ALL BOOTHS BE DECORATED IN ACCORDANCE WITH THE THEME OF A PIRATE MARKETPLACE IN A CARIBBEAN PORT. BOOTH WORKERS SHOULD COSTUME THEMSELVES AS PIRATES OR OTHER SUITABLE NAUTICAL or PERIOD "CHARACTERS". ANYTHING YOU DO TO BETTER THE THEME OF YOUR BOOTH WILL ADD TO THE OVERALL SUCCESS OF THE EVENT. PLEASE "HAWK" OR INTERACT WITH GUESTS "IN CHARACTER". GIVE YOUR GUEST A MEMORABLE EXPERIENCE.

**Publicity:** The vendor understands and agrees the vendor might appear in photographs, videos, film, recordings, etc., in connection with participation in the festival. Vendor hereby consents to the use of any such audio, photo or video portrayal of the vendor (or the vendor's structure) by the Festival for advertising, promotional, or any other purpose, and agrees that any such portrayals shall thereafter become the sole property of the festival for its use.

**Items for sale:** Only items of the type listed on the application may be sold. No food or beverages may be sold except by specified food vendors. Preference may be given to vendors and crafters who demonstrate their process and have a limited selection of theme-appropriate products. Organizers reserve to the right to decline “flea-market” or “general-type” stores. *Although organizers aim to prevent duplication of merchandise and food offerings, no “exclusives” should be expected nor implied.* If a food vendor is also dispensing alcoholic beverages, the vendor must have a valid license to do so and must comply with all applicable Texas laws.

**Menu:** To ensure that food vendors are competitive and ensure similar pricing, a complete menu with prices must be submitted to the PDoT by September 15. The menu will be reviewed and subject to revision, approved by the PDoT by October 1. Prices may not be revised from the approved menu without permission of the PDoT before 2pm, Sunday, October 17.

**Security:** The festival organizers will provide uniformed public safety personnel for the duration of the festival and take reasonable precautions to ensure your safety and the safety of your goods. Each vendor is responsible for securing their goods in the evening. PDoT SHALL BE NOT HELD RESPONSIBLE FOR LOST, STOLEN, DAMAGED, OR ABANDONED PERSONAL ITEMS, NOR FOR PERSONAL PROPERTY, NOR TRAILERS OR MOTOR VEHICLES THAT ARE DAMAGED, STUCK IN MUD, OR OTHERWISE ADVERSELY AFFECTED BY BAD WEATHER.

**Taxes:** Vendor is responsible for collecting and remitting any necessary sales taxes. The PDoT is not responsible for collecting taxes, necessary permits or licenses. Your booth fee does not include a sales tax license, or any additional permitting that may be required by **The City of The Colony**.

**Licenses:** Food vendors are required to post a valid **The Colony Temporary Food Permit** during the festival. The enclosed permit application must be sent to our office with a check made out to **The City of The Colony**.

**Late Payments:** Late balances after September 15, 2010 may cause space to be subject only to availability and approval. Failure to pay in full may constitute a forfeiture of both space and deposit.

**Performance:** PDoT does not warrant or guarantee any particular results from exhibiting at The Pirate Days of Texas Festival nor does it guarantee any particular number of attendees or exhibitors. Furthermore, PDoT makes no guarantee of weather and reserves the right to terminate this event because of inclement weather.

**General Rules:**

1. In accordance with State law, minors under the age of 21 are prohibited from handling, purchasing or consuming alcoholic beverages. It is the vendor's responsibility to ensure compliance with state liquor laws.
2. No alcoholic beverages may be brought on the festival site except by the license holder.
3. Drunkenness or unruly behavior may result in immediate expulsion from the festival grounds.
4. All booths must have visibly displayed an easily readable sign with vendor name, address, phone number and return policy (if any).
5. No pets, other than personal guide/assistance and those registered as part of a festival event will be allowed on the festival grounds during the event.
6. **The Pirate Days of Texas Festival** organizers reserve the right to examine your display during the festival and ask you to remove any objectionable items.
7. The PDoT reserves the right to accept or refuse any or all political promotions, fund-raisers, raffles, or games of chance.
8. Replica weapons are allowed as part of a costume, or for use as a prop. Sales of weapons must be in accordance with local laws. Bladed weapons must be in a sheath or point-protected and blade-wrapped when sold. Customers desiring to wear a sheathed weapon immediately after purchase must have the weapon “peace tied”. Anyone brandishing a weapon in an unsafe manner may be asked to leave the festival.

Violating any terms of this contract or exhibiting conduct contrary to the best interests of the PDoT will not be permitted. In such cases, violators will be asked to remove their units and/or to leave the property. No fees will be refunded in such cases.

It is understood that by signing the application, the vendor agrees to participate in **The Pirate Days of Texas Festival** and will comply with all the regulations and policies of the PDoT. Further, applicant also agrees to indemnify and hold harmless the festival organizers and sponsors against all claims, liabilities, damage and expenses (including expenses of litigation and attorney's fees) asserted or incurred by said festival organizers and sponsors arising in whole or in part out of applicant's activities hereunder, including but not limited to personal injury to or property damage incurred by applicant and applicant's staff.

Applicant also agrees that the PDoT reserves the right to refuse admittance to or to remove from the festival any individual, entity, or organization, who in our sole opinion seeks to promote, espouse, or solicit anything which is political, religious, partisan, or sectarian in nature and which we believe is disruptive and contrary to the guiding principles of our organization and festival, including but not limited to reserving the right of discretion for accepting vendors according to quantity, variety, placement, vendor space allocations, or vendor space assessment of merchandise, food, or beverages e they commercial or non-profit in nature.

Name (Print): \_\_\_\_\_

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

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For office use only:

Receipt Date \_\_\_\_\_ Confirmation Date: \_\_\_\_\_ Payment type: \_\_\_\_\_ Contact Date: \_\_\_\_\_