



## 2019 VENDOR TERMS AND CONDITIONS

1. **Vendor Space:** Festival Management reserves the right to assign and designate each Vendor's space.
2. **Vendor Move In/Move Out:** Move-in times are listed as: 8:00 AM – 10:00 AM *ONLY*. Move-out times are listed as NOT BEFORE 5:00 PM. Upon arrival, Vendors must check in at the Registration desk, and must be completely assembled and ready by 10:30 AM. Vendor shall not begin disassembling before 5:00 PM *NO EXCEPTIONS*.
3. **Payment for Space:** All vendors must be paid in full at the time of space reservation. Payment in the form of cash, cashier's checks, money order or credit card via online registration only. ***NO REFUNDS AFTER PAYMENT RECEIVED.*** Subsequent charge-backs will be assessed with the original amount of the fee as well as a \$35 return payment fee and \$100 inconvenience fee. However, if payment cannot be collected from the Vendor and Festival Management were to enter legal proceedings, Vendor agrees to be responsible for both the principal amount owed and any attorney fees incurred by Festival Management.
4. **\*\*\*\*NEW TICKETING SYSTEM FOR 2019\*\*\*\*** Because of policy changes at Tarrant County College, our community festival will not be allowed to accept cash payments on the District's property. We know that this is a change for all vendors who have supported us in the past, but we must be compliant to their policy. What this means for food and retail vendors is that we will sell tickets to attendees to pay you like what is done for State Fair, Mayfest, and some other community festivals. Ticket denominations will be in \$0.50 increments, so your pricing should reflect whole or half dollar amounts. Vendors will be paid upon turn in of tickets and verification of count that day. It will be your responsibility to manage and secure your tickets. There will be an overview meeting scheduled with all vendors to review the acceptance and turn in process so that all questions are answered on Saturday, June 1, 2019.
5. **Health & Safety Requirements:** If Vendor is providing prepared food product to the public, they must submit a copy (physical or electronic) of their health permit (permanent or temporary) as the health inspectors will be onsite to check your setups. If you are not cleared by the health department, you will be asked to leave and no refund will be issued. Temporary permits can be purchased from the City of Fort Worth. Check <http://fortworthtexas.gov/health/temporary/> for more information. Food vendors who are a commercial business will need to submit a copy (physical or electronic) of their insurance.
6. **Operation of Vendor Space:** Vendor agrees that Festival Management may remove any displays that it deems as disruptive or inappropriate in nature. Vendor displays and advertising materials must not protrude into the aisles and interfere with the movement or flow of Festival visitors.
7. **Sub-leasing:** No Vendor shall exhibit or permit to be exhibited in their specified allocated space, any merchandise other than that noted in the Vendor Registration Agreement.
8. **Identification:** All Vendors are required to wear their Vendor badge during the Festival.
9. **Vendor Behavior:** Vendors are expected to behave in a professional and ethical manner at all times. No inappropriate language or body contact will be permitted. Festival Management reserves the right to ask Vendors to leave the premises due to any unprofessional, unethical, or unacceptable behavior that exemplifies gross disrespect for another person and/or their property. If Vendor is asked to leave, all fees and payments are forfeited and they may be prohibited from participating in other events.
10. **Security:** Festival Management requests that Vendors refrain from leaving personal property unattended. The Vendor

booth must be staffed at all times. Festival Management is not responsible for any losses the Vendor may incur during event, before the event or during the move-in/move-out process.

11. **Liabilities and Security Waiver:** Vendor agrees to follow all fire and safety rules of the Festival and venue. Vendor agrees that Unity Unlimited, Inc. and affiliates will be held harmless from and against any loss, damage, expense or penalty arising from any action based on complete fault or negligence. If Unity Unlimited, Inc. is held liable for an occurrence from the Vendor's action(s) or failure to act, Vendor will defend Unity Unlimited, Inc. and affiliates for damages and cost resulting from incident, including any attorney fees and damages. In the event that the Festival is cancelled due to causes not within our control, Vendor releases Unity Unlimited, Inc. and affiliates from all claims, damages, or loss.