

1st ANNUAL TEXAS HEMP FEST
NOVEMBER 10, 2019
VENDOR APPLICATION

THE FOLLOWING APPLICATION IS TO RESERVE A VENDOR SPACE FOR TEXAS HEMP FEST 2019 AT:
2117 WALKER ST. HOUSTON, TX 77003 ON SUNDAY, NOVEMBER 10, 2019 @11:30 PM – 5:30PM

COMPANY NAME: _____

BOOTH NAME (IF DIFFERENT THAN COMPANY): _____

COMPANY EIN OR TAX ID NO. : _____

CONTACT NAME: _____

CONTACT PHONE (PLEASE INCLUDE A DIRECT CONTACT NUMBER): _____

COMPANY ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

EMAIL ADDRESS: _____

WEBSITE: _____

TWITTER: @_____

FACEBOOK: WWW.FACEBOOK.COM/_____

INSTAGRAM: @_____

PLEASE EMAIL LOGO TO CONTACT@TXHEMPFEST.COM FOR BACKDROP AND MARKETING

Due to high demand, deadline for application submission with payment: **October 10, 2019**.
Sending in an application does not guarantee acceptance. Each vendor will be notified upon
acceptance to participate at the festival. Please send the following with your application:

- A complete list of all CBD or hemp consumable products that will be distributed (including giveaways) at Texas Hemp Fest
- A separate certificate of analysis (CoA) for each hemp or CBD consumable product

Each product must have its own separate CoA. Each name on the CoA must **match** the name of a product listed. No applicant will be considered if any CBD or hemp product contains more

than 0.3% THC. Application and supporting documents may be emailed to: contact@txhempfest.com.

VENDOR TYPE

WHAT TYPE OF VENDOR ARE YOU PREDOMINANTLY (please check one)?

- Hemp consumables (i.e. topicals, edibles, tinctures, cosmetics, flower, water-soluble)
- Food
 - Hemp-infused
 - Non-hemp
 - Vegan
 - Non-vegan
- Drink
- Pet goods
- Hemp apparel (i.e. clothing, shoes, bags, hats, etc)
- Other merchandise (i.e. packaging, paper goods, paraphernalia, etc)
 - Hemp-based merchandise (i.e. hemp paper, hemp baskets, etc)
 - Non-hemp merchandise (i.e. accessories for hemp consumption, etc)
- B2B

EQUIPMENT

Electrical (please fill out only if needed)

Electrical power will be provided on site by generator power. It is vital that the vendor complete the electrical form completely and accurately as additional power will NOT be available after the event build begins. No vendor will be hardwired in. Please list the appropriate plugs needed for your operation.

TYPE OF EQUIPMENT: _____

VOLTAGE: _____

AMPERAGE: _____

TYPE OF EQUIPMENT: _____

VOLTAGE: _____

AMPERAGE: _____

TYPE OF EQUIPMENT: _____

VOLTAGE: _____

AMPERAGE: _____

TYPE OF EQUIPMENT: _____

VOLTAGE: _____

AMPERAGE: _____

NOTE - THE FOLLOWING ARE THE ONLY AVAILABLE PLUGS ON-SITE:

Nema #14-50R, Nema #L21-30R, Nema #5-50R, normal plug

WILL YOU BE USING PROPANE (circle one)? YES NO

NUMBER OF CREDENTIALS REQUIRED: _____ (if applicable)

WRITE ANY BACK OF HOUSE SPACE REQUIRED (if applicable):

SPACE ALLOCATED TO FIT ADDITIONAL ITEMS (if applicable):

ADDITIONAL TABLES, COOLERS, WASH STATIONS, ETC. NEEDED (if applicable):

WRITE ANY ADDITIONAL NOTES OR REQUESTS:

PRICING

NUMBER SPACES REQUESTED: _____

SECURITY CLEANING DEPOSIT X \$100 EACH = \$ _____

*Security deposits will be refunded at the end of event if your space is clean

*One security deposit for each space

PROPANE PERMIT X \$80 EACH (optional) = \$ _____

*Each space utilizing propane requires its own propane permit

SPACE RENTAL (select all that apply)

****YOU WILL BE RESPONSIBLE FOR YOUR OWN TENT****

10X10 VENDOR TENT SPACE x \$300 EACH = \$ _____

10x10 SPONSOR TENT SPACE (3 AVAILABLE, please contact for pricing)

PLEASE SELECT ELECTRICAL (optional)

****YOU MAY BRING YOUR OWN POWER SUPPLY****

20AMP 110-120 VOLT SPACE X \$50 EACH = \$ _____

30AMP NEMA L21-30R X SPACE X \$100 EACH = \$ _____

50AMP NEMA 14-50R SPACE X \$150 EACH = \$ _____

TOTAL AMOUNT DUE: \$ _____

Please email your signed application and all supporting documentation to contact@txhempfest.com. A payment link will be emailed to you so you may secure your space(s) with a deposit and make final payment once approved.

TEXAS HEMP FEST 2019 TERMS & CONDITIONS

The Texas Hemp Fest, Vegan Vibez and Refine Pharmaceuticals shall not be held liable for any medical claims made by customer testimonials nor participating vendors in the Texas Hemp Fest. Furthermore, the Texas Hemp Fest, Vegan Vibez, and Refine Pharmaceuticals carries the stance that hemp and CBD are purely recreational and should be used at the discretion of a consumer aged 18 and up. We are strictly compliant with the laws set forth by the State of Texas and the Texas Hemp Program (governed by the Texas Department of State Health Services). As such, we strive to remain up to date with rules and regulations regarding the use, sale, distribution and advertisement of hemp. We demand that all participating vendors maintain the same compliance in order to participate in this festival. In order to participate as a vendor, all vendor participants must adhere to the guidelines below. Furthermore, we demand that all vendors maintain a filth-free environment during participation in this festival. Finally, we recommend that each vendor carry a disclaimer for any and all hemp and hemp-based products that will be distributed at the Texas Hemp Fest. A sample disclaimer can be found on the Texas Hemp Fest event page.

CBD AND HEMP VENDOR PARTICIPATION GUIDELINES

- Each vendor who seeks to sell, infuse, distribute or advertise CBD or hemp products must register and disclose each product with Vegan Vibez/Refine Pharmaceuticals (the Principle Company) for safety and verification purposes. This must be provided in list format.
- Each vendor must sign paperwork stating they are compliant with the Texas Department of Health Services regarding current guidelines set forth by the Texas Hemp Program. Absolutely no product may contain more than 0.3% THC by volume in accordance to HB 1325 (see <https://www.dshs.texas.gov/consumerprotection/hemp-program/default.aspx>)
- Each vendor who seeks to sell, infuse, distribute or advertise CBD or hemp products on the premises must provide valid certificates of analysis (CoAs) for each product aforementioned. Each product (or ingredient) name must match the name as listed on the presented CoA. Products may not be manufactured, adulterated, altered or exchanged after approval by the Principal Company. Doing so will result in immediate disqualification from participation in the festival.
- Each vendor who seeks to sell, infuse, distribute or advertise CBD or hemp products must maintain their booth in a manner that is free of filth and contamination as specified by the Food and Drug Administration for food and cosmetic safety (see HB 1325)
- All vendors who seek to sell, infuse, distribute or advertise CBD or hemp products must sign an affidavit stating that they are in compliance with the rules and regulations set forth by the Vegan Vibez/Refine Pharmaceuticals. Any vendor in violation of the agreement after signing is solely responsible for any and all consequences and/or prosecutions associated with said violation.
- Please note, the Texas Hemp Program (see Texas DSHS) states that the sale of *smokable* hemp is illegal. It is our interpretation that selling hemp (or CBD) flower for the intended purpose of smoking (i.e. pre-rolls, hemp cigars or cigarettes, hookah or shisha, etc) is

strictly illegal and therefore not permitted at the festival. It is our understanding, however, that the sale and consumption of hemp flower is allowed, according to the Texas Hemp Program, as long as the product is not smoked. Please keep this loose interpretation in mind if you or your company plans on handling hemp flower consumables on the premises. If you have any further hemp-related questions, please reference HB 1325 or email the Texas Hemp Program at the Texas Department of State and Health Services directly at DSHS HempProgram@dshs.texas.gov.

SPACE RENTAL AGREEMENT

Please read carefully.

Hours of Operation: 11:30 am- 5:30 pm (Times subject to change), Sunday, November 10, 2019

Space Rental

Lot space availability:

- 10x10 tent space (30)
 - 22 hemp or CBD vendors
 - 8 food and beverage vendors
- Sponsor tent space (3)

Not Included: flooring, tables, fire extinguishers, chairs, cold or dry storage containers.

Reasons for Immediate FORFEITURE OF DEPOSIT:

- Incorrectly disposing of any oils or coals (must be taken off of the premises and disposed of properly by each vendor).
- Leaving litter and/or food debris in and around tent/booth.
- Cancellation by vendor on or after October 10, 2019.
- Contaminating a recycling bin, composting bin, or dumpster with landfill trash.
- Disposing of grey water anywhere other than a grey water tank.
- Possession or sale of unapproved hemp or CBD products
- Possession or sale of any illegal contraband
- Sale of alcohol, CBD or hemp to individuals under age 18
- Violation of federal, state or local laws

These actions shall be considered a material breach in which case vendor(s) will lose the right to their assigned space and will be escorted off the event site. The vendor(s) may be subject to additional fees if the infractions total more than the entirety of the security and cleaning deposit. The vendor(s) may also be subject to additional fines if, for any reason, local authorities confiscate illegal paraphernalia or contraband including, but not limited to, hemp products containing more than 0.3% THC. These additional fines may be equal to legal fines incurred by the vendor(s) who violate Texas hemp laws (see HB 1325 and Texas Hemp Program with the Texas Department of State Health Services). Fines will be used to repair the reputation of Texas Hemp Fest which is a festival that supports the legal sale, use, distribution and advertisement of hemp and hemp-based products.

Space Assignments

Vegan VibeZ/Refine Pharmaceuticals has complete control of event diagrams and space assignment. Vegan VibeZ/Refine Pharmaceuticals reserves the right to make modifications on event diagrams that are believed to be accurate but only warranted to be approximate. Vegan VibeZ/Refine Pharmaceuticals reserves the right to assign space in such a manner as it deems appropriate.

Assignment and Subletting of Event Space

No vendor shall assign, sublet, or share the event space allotted without the knowledge and written consent of Vegan Vibez/Refine Pharmaceuticals. No products, parts, accessories, souvenirs, catalogs, or other goods, 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.

Load In & Load Out

The load in will begin between 6:30 - 8:30 am on November 10th, divided by arrival time and space location on site. These time slots will be determined and assigned a week before the event. All vendors must provide the necessary information in a time frame that will allow for effective planning.

Load out must be on Sunday, November 10th, immediately following the end of event (6:00pm). All vendors must provide the necessary information in a time frame that will allow for vendor planning.

No tent/food truck/booth movement permitted within one hour before gates open, during event hours, or before patrons have left the premises, and an "all clear" from the event planners has been communicated.

Staff Credentials

Each vendor will receive up to six credentials per rented space for working personnel event entry. All personnel credentials received are for legitimate working personnel only. Misuses, including photos and social media postings of credentials, as well as resale, or gifting, is strictly prohibited and will be considered a material breach. Vendors will lose the right to their assigned space, must forfeit all deposits and fees, and will be escorted off the site upon any type of credential breach.

Support Vehicle Parking

All vehicles must be parked outside of the venue lot space after load in is completed. (Street parking available on a first come first serve basis).

Security

General roving park security will be provided throughout the event site.

Health Permit

Vendors are responsible for following all local guidelines on site. If you have any existing health permits, please send copies along with the application. If you do not have any local health permits, please use the following link to fill out the temporary food establishment permit:

[2019 Houston Health Department Temporary Food Permit - \(https://www.houstontx.gov/health/Food/documents/2019-temporary-food-permit-application-1-9-days-20181231.pdf\)](https://www.houstontx.gov/health/Food/documents/2019-temporary-food-permit-application-1-9-days-20181231.pdf)

Propane

Vendors are required to abide by all fire safety laws set by the state, city, and county fire departments. Vendors are responsible for having required fire extinguishers, tanks, and hoses. 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 \$50 per booth.

1. All tanks must be removed from the park once the event has ended.
2. The Fire Marshall will allow up to 60-pound tanks only.

Sale of Product

Vendors are responsible for all cash transactions, sales tax, and personal cash needs. All food vendors are welcome. Foods and beverages infused with hemp and CBD ingredients please refer to the CBD and Hemp Vendor Guidelines on page 2.

Liability and Indemnification

Neither Vegan Vibez/Refine Pharmaceuticals, nor respective contractors, directors, officers, managers, members, employees, affiliates, licensees, designees, representatives, volunteers, or corporate sponsors (collectively, the “Vegan Vibez/Refine Pharmaceuticals Indemnified Parties”) will be responsible for any injury, loss, nor damage that may occur to vendors employees, agents, contractors, representatives, or property from any cause whatsoever. It is vendor’s responsibility to protect machinery, perishables, and exhibits so that no injury will result to the public visitors, guests, persons, or property. If property does not appear to be properly maintained upon inspection by Vegan Vibez/Refine Pharmaceuticals, 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 the Agreement. The Vendors, upon signing the Agreement, expressly releases, holds, keeps, saves harmless, and indemnifies the foregoing persons and entities, named organizations, committees, and individuals from all claims for such a loss, damage, or injury. **The vendor will be solely responsible for any incidents that occur at their booth or food/product that was sold. Vegan Vibez/Refine Pharmaceuticals will share no liability for any services via food or product. We strongly suggest that every vendor get their own commercial insurance.** **Tip:** (Coverage up to \$1,000,000 with commercial insurance generally averages at about \$75 and up for events).

Force Majeure

The event will be held at an outdoor venue, and therefore the holding of the event depends upon fair weather and appropriate governmental authorizations. Accordingly, Vegan Vibez/Refine Pharmaceuticals obligations under this Agreement shall be excused by acts of God such as fire, 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 Vegan Vibez/Refine Pharmaceuticals or not otherwise due to any negligence or willful misconduct of Vegan Vibez/Refine Pharmaceuticals (each of the foregoing, a “Force Majeure Event”). In case of cancellation of the event or unavailability of space sufficient enough for vendor’s purposes, due to a force majeure

event prior to the event start time, the vendor's sole remedy will be to receive a refund from Vegan Vibez/Refine Pharmaceuticals of all amounts paid by vendor to Vegan Vibez/Refine Pharmaceuticals as of the date the decision to cancel the event is made, or the date Vegan Vibez/Refine Pharmaceuticals 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 Vegan Vibez/Refine Pharmaceuticals in preparation for the event allocable to the space assigned to Vendor, which Vegan Vibez/Refine Pharmaceuticals agrees to pay to Vendor within ten business days after the Determination Date. After the event 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 event should be cancelled due to a Force Majeure event during the event.

Governing Law

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

Submit menu

To ensure our customers that our event will be 100% compliant with rules and regulations, please submit your CoAs, full product lists, and food or drink menu by October 10, 2019 to contact@txhempfest.com.

Rules and Regulations

By signing this application, the signatory agrees to act as the representative of the vendor company listed. As such, by signing this application, each vendor company agrees to the aforementioned terms and conditions, guidelines, indemnifications, rules and regulations set forth by Texas Hemp Fest and Vegan Vibez/Refine Pharmaceuticals. If any vendor does not follow the terms of this Agreement, set by Vegan Vibez/Refine Pharmaceuticals, 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 if Vegan Vibez/Refine Pharmaceuticals enters a further lease for the event space involved.

SIGNED AND AGREED UPON BY:

PRINT NAME: _____ DATE: _____

COMPANY/RESTAURANT: _____

SIGNATURE: _____