

Shopping Days

VENDOR MARKET



Shopping Days Vendor Market Vendor Agreement

Howdy vendors! Please make sure that you read all the fields carefully. Once your agreement is signed, you can complete your vendor profile and apply for all the events you would like. Please contact us with any questions!

Term

This Agreement will commence on September 1, 2024 and continue for one year, terminating on August 31, 2025.

Application Process

The vendor that is interested in being part of the Shopping Days Vendor Market will need to create a vendor profile and apply for each event they would like to be a part of. Once the vendor is approved, the vendor will have to select a spot and submit a deposit of 40% to reserve their spot.

Booths can ONLY be reserved with the required and NON-REFUNDABLE deposit. Paola Ruiz Productions has full ability to change the layout or switch vendor spots as necessary. Booths will not be put on hold.

Paola Ruiz Productions will only accept a limited amount of vendors per category, per event, depending on the size of the event. If an event is sold out, vendors will be able to join the waitlist on their vendor portal. Returning vendors will be able to apply and reserve their spots before applications are opened to new vendors.

The 40% deposit due to reserve your booth is non-refundable. The remaining 60% of the payment is **due 45 days before the event**. Failure to submit the payment on time will cause for the spot to be sold to another vendor, no refunds, no exceptions. Vendors are NOT allowed to transfer their booth to another vendor.

If a vendor is no longer able to attend the event or cancels their registration:

- More than 90 days before the event: The full paid amount can be transferred to another event. No fees or charges.
- 89-30 days before the event: Vendor will receive their paid credit for another event minus a \$45 convenience fee.

- 29 days or less before the event: The full paid amount will be forfeited. Paola Ruiz Productions is not responsible for the loss of money of vendors that cancel less than 30 days before the event or for those that do not show up. If Paola Ruiz Productions is able to resell that booth, the vendor that cancelled will not be liable for the remaining of the booth payment.

Vendor Responsibilities

Vendor agrees to:

- **Products to be sold:** The vendor agrees to list any and ALL items that will be sold at the market. Failure to list an item or update Paola Ruiz Productions will cause conflicts with other vendors. Paola Ruiz Productions reserves the right to ask the vendor to list any and all items not listed in the vendor profile. The Shopping Days Vendor Markets are family-friendly events, and it is not a place to have offensive or inappropriate products. We do not allow the resale of any items that are labeled with the brand of a registered company, it is illegal and prohibited to resale any items with licensed brands. Any fines given to a vendor for selling these kind of items will fall completely on the vendor, Paola Ruiz Productions will not be held liable for the loss of items or fines given to any vendor. Any items violating these terms will be required to be removed immediately without any exceptions.
- **Event Preparations:** Vendor agrees to check the vendor portal for the check-in paperwork. It will be sent by email and posted on the portal at least 15 days before the event. All set up information will be posted there.
- **Check-in:** All vendors must check-in at arrival with a representative of Paola Ruiz Productions. All vendors will receive a vendor badge.
- **Booth Preparation:** Vendors shall maintain within their booth space at all times. No boxes, racks or any other items should be blocking the hallway at any time during event hours. Vendors shall have their booth ready at least 25 mins before opening time on the morning of the event. Failure to do so will result in the space being reassigned to another vendor, with no refund provided. Late load-ins will NOT be allowed.
- **Vehicle Management:** Avoid leaving vehicles unattended in the loading and unloading areas. After unloading, vehicles must be parked in the designated vendor parking lot to ensure smooth vendor traffic flow.
- **Event Duration:** Vendors shall refrain from breaking down their booth until the event concludes. While the event is ongoing, customers may still be arriving. Company representatives will conduct walkthroughs near closing time to monitor compliance, and observations will be noted for future events.
- **Cleanliness:** Maintain cleanliness of the booth area at all times. All trash must be collected and properly disposed of before leaving the event center.
- **Equipment:** Electricity, tables, and chairs are available for rent at an additional cost. The vendor is responsible for bringing any chairs, tables, table covers, racks or any other items needed for their booth. Tent frames are allowed to be at events, however, no tent/canopy covers are allowed, no exceptions! Vendors are not allowed to block fire exits, if a vendor does, they run the risk of being fined by the cities fire marshal. Paola Ruiz Productions is not responsible for any fines that a vendor receives during the event. A vendor that plans on purchasing the use of electricity must come prepared with extra long extension cords. Note that there will be no pipe and drape between vendor booths. A vendor is able to place any backdrops within their space.

Nothing may be hanged or taped to a centers walls or ceilings at any time. No propane or open flames are allowed in the buildings at any time.

- **Promotion:** Vendors must share the event flyer on their social media platforms at least three times prior to the event. This applies even if the vendor is from out of town. This collective promotion benefits all vendors and the event overall, expanding reach and increasing visibility.
- **Cash Vouchers:** Cash vouchers are raffled every hour during a show day. Any person can use the cash voucher with any vendor. If a vendor is paid with such voucher, the vendor can get the value of the voucher from Paola Ruiz Productions at the end of the event day. The voucher MUST be turned in to receive the cash value.
- **Complaints During the Event:** Any complaints or issues with another vendor shall NOT be handled by vendors alone as it can get out of control. Please call or text Paola Ruiz during the event for her to come and assist you.
- **Permits:** Vendors are responsible for getting any and all reporting taxes permits and licenses. Paola Ruiz Productions is not responsible for reporting or paying taxes for any vendor. Vendors selling food items must obtain a food permit from the city where the event is held. If the city inspects the event and shuts down the vendor's booth due to lack of a permit, no refunds will be issued. Vendors will be responsible for any fines incurred for not having the required permit. Vendors are advised to verify permit requirements even if they have not needed a permit in the past, as city policies may change.
- **Overnight Events:** Paola Ruiz Productions is not responsible for any items or booths left overnight at any event. Vendors are encouraged to cover and protect their items as they believe it is best. Paola Ruiz Productions will be the last to leave the center and will ensure the center stays locked. Some centers may have security cameras available. Overnight security will not be present. Vendors are responsible for any and all valued items including but not limited to cash boxes, electronic devices, etc. Paola Ruiz Productions is not liable for any stolen or damaged items.

Vendor Placement and Changes

- **Space Assignment:** While efforts will be made to avoid placing vendors of the same category directly next to each other, it is not always possible. Vendors selling similar items may be located adjacent to each other. A map of vendor locations will be created, please make sure that you select your spots accordingly. Vendor locations will also be provided at check-in on the morning of the event. Paola Ruiz Productions reserves the right to make changes to booth assignments as needed without prior notice.
- **Approval Process:** An approval process is in place to prevent an over-abundance of the same products being sold. Paola Ruiz Productions will only accept a limited amounts of vendors per category, per event.
- **Outdoor Events:** Outdoor events will always have a lower fee than indoor events. Vendors need to be prepared for inclement weather, with weights, covers, and any other necessary items. Any outdoor event will still run if it is light rain or shine. In case the weather is severe and the event is cancelled the payments will not be refundable. Any and all events at the venue: My Possibilities will have vendors moved inside in case of inclement weather, the event will still continue indoors.

Promotion and Advertising

- **Company Efforts:** Paola Ruiz Productions invests in reaching as many customers as possible through various channels, including:
 - Paid mail direct targeted flyers.
 - Paid advertising on social media platforms like Instagram, Facebook, and TikTok.
 - Contacting local magazines and newspapers for paid advertising.
 - Running at least two billboards per year, with specific events to be determined.
- **Vendor Participation:** We encourage vendors to contribute to the event's promotion by sharing the flyer on their social media platforms at least three times before the event. This collaborative effort helps maximize exposure and benefits all parties involved.

Event Admission

- **Admission:** Free admission will be provided for all customers. The Company will check in attendees to monitor foot traffic.
- **Weather:** Events being held indoors will proceed Rain OR Shine.

Confidentiality

Vendor agrees to maintain the confidentiality of any proprietary or sensitive information obtained while performing under this Agreement. This obligation will survive the termination of this Agreement.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

Indemnification, Acknowledgement and Agreement

By digitally accepting, signing and submitting this Agreement, Vendor agrees to abide by all event policies. Vendor assumes full responsibility for the safety of their employees, products, and themselves. Vendor agrees to indemnify, defend, and hold harmless the company, Paola Ruiz Productions and the City in which the event is hosted, and will hold their respective producers, staff, sponsors, and volunteers from and against any claims, damages, liabilities, and expenses including but not limited to personal liability, loss, or damage of goods arising from participation in the event. Vendor understands that their booth, display, and menu must be consistent with what is submitted in the application. If found inconsistent, Vendor will be required to leave the event and forfeit any fees paid.

Paola Ruiz Productions