

VENDOR APPLICATION/AGREEMENT
Driftwood Heritage Festival, April 10, 2022



**I have read and agree to the attached terms and conditions titled “Vendor Agreement.”
Please provide the following information (fully and completely).**

Vendor Name:	
Contact Person Name & Title:	
Address, City, State, Zip:	
Mobile Phone:	
E-Mail Address:	
Website Address:	
Social Media accounts:	
Products/Services being sold:	

Fee \$50 – payable to DHCS paypal account via the event website <https://driftwoodhcs.org/heritage-festival> with signed Agreement delivered to: Elly Drewniak [elly.drewniak@gmail.com | 702-239-2616]

Deliver by March 21, 2022. Once your application, payment and agreement are completed, advertising for your business will occur on the event website and other marketing materials.

VENDOR AGREEMENT

- Vendor:** That person identified as Vendor in Vendor Application.
- Organizer:** Driftwood Historical Conservation Society
- Event:** Driftwood Heritage Festival
- Term:** Beginning at 12 pm and ending at 6pm on Sunday April 10, 2022
- Location:** Vista Brewing located at 13551 FM 150 W, Driftwood, TX
- Set-Up:** 9-11am Sunday, April 10, 2022
- Breakdown:** 6 pm Sunday, April 10, 2022
- Injury:** The term “Injury” means (a) harm to or impairment or loss of property or its use, or (b) harm to or death of a person.
- Agent:** The term “Agent” means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

Designated Booth Space: to be assigned **Booth Space Price:** \$50

1. Organizer agrees to:

- a. provide the Designated Booth Space to Vendor at the Event for the Term for Vendor’s use to sell the products or merchandise described in the application to which this agreement is attached; and
- b. Upon acceptance of this agreement, assign Vendor the Designated Booth Space and inform Vendor of such assignment.

2. Vendor agrees to:

- a. pay the Booth Space Fee to Organizer not later than March 25, 2022;
- b. provide their own table and tent for the Booth Space as well as chairs and other items they need for the space
- c. sell, promote, and display during the Term only those products, merchandise, or services described in the application to which this agreement is attached.
- d. comply with all laws related to and applicable to Vendor selling Vendor’s products, merchandise, or services at the festival, including but not limited to obtaining all necessary permits and paying all applicable fees and taxes.
- e. not bring, sell, promote, or display at the Event: (i) any unlawful material, product, or service; (ii) any drug or medical product, merchandise, or service; or (iii) any other product, merchandise, or service that is offensive as determined in organizer’s sole discretion.
- f. be solely responsible for the collection and payment of any tax obligations, including but not limited to sales tax for Vendor’s activities contemplated by this Agreement.
- g. set up and break down Vendor’s property, display, and merchandise and remove such items from Vista’s property during the defined set-up and break-down times.
- h. conduct itself, and insure that the conduct of Vendor’s Agents, is respectful, honorable, and not act in any way that is considered disruptive, unlawful, a breach of peace, or offensive to the civil law of this county.
- i. **Vendor assumes all risk of personal injury or damage to Vendor’s own property or to the property of Vendor’s Agents or anyone assisting from any cause whatsoever; and**

- j. INDEMNIFY, DEFEND, AND HOLD DHCS, VISTA BREWING, AND THEIR RESPECTIVE AGENTS AND VOLUNTEERS HARMLESS FROM ANY INJURY CAUSED BY VENDOR, IN WHOLE OR IN PART.

Please understand that if Vendor violates these terms and conditions listed above Vendor will be asked to leave the property immediately.

VENDOR SIGNATURE

Printed Name: _____

Date Signed: _____

DHCS CONTACT SIGNATURE

Printed Name: _____

Date Signed: _____