

Texas Bar B Q Festival
510 N. Main
Vidor, Texas 77662
(409) 769-6339

CONCESSION AND EXHIBITOR CONTRACT

Date:

Name:

Phone:

Address:

Food Booth_____ Craft Booth_____

The Texas Bar B Que Festival, a non-profit organization existing under the laws of the State of Texas, (hereinafter referred to as the "Festival") occupies an area in the Claiborne West Park, Vidor, Orange County, Texas, known as the Texas Bar B Que Grounds, and operates in an Amusement Park, Festival, Pageantry and Exposition within such area known as Texas Bar B Que Festival; and

WHEREAS, the above named (hereinafter referred to as the "Individual"), desires to obtain from the Festival a lease and contract to install and operate within the Festival Grounds and above concession or exhibit during the period designated by Date of Festival listed above.

NOW, therefore, the Festival and the Individual, for and in consideration of the premises and other good and valuable consideration, by each of the parties hereto to the other in hand paid, the full receipt and sufficiency of which are hereby acknowledged and confessed, have and by these presents do covenant and agree as follows:

1. **FORFEITURE:** All money paid shall be retained by the Texas Bar B Que Festival, Inc. in the event individual fails to fulfill or violates any terms of this contract or withdraws from the Festival for any reason. Vendor must cancel at least 30 days before the deadline to receive a refund of rental fee.
2. **LOCATION:** The Festival hereby grants to Individual permission to install and operate the above type concession. Craft booth or exhibit during the term hereof in the space described above as Space Designation. Said space shall not be used for any purpose nor shall any goods, wares, merchandise, food or beverage be sold, distributed or dispensed, in, on or from said space other than those specific under items on application without written permission and consent of the CONCESSION CRAFT BOOTH AND EXHIBIT COMMITTEE. Nor shall any advertising or other promotional material be distributed unless so provided above under "items sold".
3. **TERM:** The term of this contract and lease shall be during the dates of the Festival. This lease shall terminate at 5:00 p.m. on Sunday, April 26, 2009. However, notwithstanding the stated commencement date, it is expressly understood the Individual named herein shall be ready for operation by 2:00 p.m. on Friday day of the Festival and remain intact through 5:00 p.m. Sunday. Failure of the above on the part of the Individual shall forfeit all of the rights and title to said space improvements and rental thereon. No vehicle shall be allowed on the concession midway after 3:00 p.m. and before 12:00 midnight on Friday of Festival, nor shall any vehicle be allowed on the concession midway between 9:00 a.m. and 12:00 a.m. during Saturday of Festival, nor shall any vehicle be allowed on the concession midway between 9:00 a.m and 5:00 p.m. on Sunday. Failure to comply will forfeit your option to contract for the following festival.
All materials and property remaining after **Sunday, April 26, 2009 (8:00 PM)** is at individual's risk, with such property being considered as abandoned and may be removed by anyone; however, if so removed by the Texas Bar B Q Festival or its agents, the costs of such removal shall be charged back to the Individual as an expense and Individual agrees and consents to such liability not to exceed an amount equal to that of said Space Rental.
4. **RENTAL:** The parties hereto agree that the Festival shall receive as rental for said space the amount, Total Rental.
5. **POSTING OF PRICES:** The prices of all goods, wares, merchandise, food, or beverages offered for sale under the conditions hereof shall be prominently and legibly displayed within the premises and shall be cleared legible from any approach.
6. **CONDITIONS OF EMPLOYEES AND PREMISES:** Concessionaire / Crafters or Exhibitor shall be responsible for the personal appearance of all personnel employed by the Concessionaire / Crafters or Exhibitor in the operation of the concession / crafters or exhibit. INTOXICATION of or the USE OR POSSESSION of DANGEROUS or NARCOTIC DRUGS by the Concessionaire, Exhibitor, or employees of either during operating hours shall be sufficient cause for immediate and summary cancellation of the agreement. Concessionaire/ Crafters or Exhibitor shall keep a reasonable area adjacent and in close proximity to the location CLEAN and FREE OF DEBRIS or REFUSE at all times. Waste must be disposed of as per Orange County Health Department requirements.

Every concession or exhibit shall be constructed in a neat and orderly style, kept clean by the Exhibitor during the entire period of the Festival. **Any refuse or trash should be placed in a box, can, or container provided by the Individual (Concessionaire / Crafters or Exhibitor), a minimum of two (2) boxes, cans or containers or mixture of same must be provided by Individual (Concessionaire / Crafters or Exhibitor).** Trash bags must be provided for use by the Individual. Trash is to be placed in barrels or dumpsters in front of your booth. Upon departure, boothspace must be left clean and orderly. **Failure to comply will forfeit your option to contract for any following festival.**

7. **ACTIVITIES:** Individuals must confine all exhibits, crafter, or concession activities to the limits of the space allotted to them. Sales people and demonstrators are prohibited from operating or extending their activities into the Festival grounds in such way as to be a nuisance or interference to the public or to other exhibitors or concessionaires.
8. **FREE DRAWINGS:** Drawings for prizes must be approved through and under the supervision of the Chairman of the Concessions / Crafter and Exhibits Committee of the Festival. This must be done in writing before the festival.
9. **SOUND AMPLIFICATION:** Sound devices shall not be used without special written permission from the Concessions / Crafters and Exhibits Committee Chairman. If such permission is granted, it is with the express understanding that the Individual shall regulate the sound, music or voice amplification as instructed by said Concessions / Crafters and Exhibits Committee Chairman. It is further understood and agreed that all recorded music used by the Individual shall comply with all copyright and jurisdictional regulations at no cost to the Festival.
10. **UTILITIES:** All wiring and electrical installations, excepting existing facilities, if such be so provided, shall be furnished and/or installed by and at the cost and expense of Individual, should existing electrical facilities be provided, then such shall be for operation of the leased space only and not for any motor home or trailer situated within such space or in proximity thereto. ANY VIOLATION SHALL IMMEDIATELY SUBJECT SAID INDIVIDUAL TO LOSS OF SAID ELECTRICAL FACILITIES BEING FURNISHED BY THE FESTIVAL. By providing said electrical facilities, only amperage for the aforementioned Space Designation shall be provided Individual, and any excessive use shall automatically result in loss of said electrical facilities being furnished by the Festival, and/or termination or cancellation as herein provided and agreed to between Festival and Individual (Concessionaire/ Crafters or Exhibitor). Additionally, Festival shall charge back to Individual, as determined by the Concessions / Crafters and Exhibits Committee Chairman, any excessive use of electrical facilities and said Individual shall cease use of said excess.
11. **LIABILITY:** The Individual (Concessionaire / Crafters or Exhibitor) hereby undertakes and agrees to save and keep the Festival (Texas Bar B Que Festival, Inc.) harmless from and against any and all loss, cost, expense, liability or damage, and any and all claims, demands, or liability by or to the public employees of the Individual (Concessionaire or Exhibitor) or others on account of or occasioned by and whether due to negligence or otherwise, the installation, construction, repair, alteration, maintenance, loss of electrical facilities operation, dismantling of or removing from the premises and/or Festival grounds of equipment or structure named herein. In no event shall the Festival be liable for any loss, damage or injury to customers or patrons of the Individual by reason of the operations of Individual hereunder or for the loss of any equipment, furnishings or other property or supplies of the Individual, its customers or patrons, which may be stolen or destroyed, whether due to theft, burglary, malicious mischief, fire, windstorm, hail or other elements of nature, loss or malfunction of electrical current, facilities or other equipment or otherwise during the Term hereof.
12. **CANCELLATION:** It is further agreed and understood that the Texas Bar B Que Festival, Inc. (Festival) reserves the right to cancel this contract, if in its judgement the business or exhibition carried on by the Individual, or in the manner of conduction same is objectionable or not as represented at the time of making the contract and to have property of the Individual (Concessionaire / Crafters or Exhibitor) removed from the grounds of the Texas Bar B Que Festival and all payments previously made under this contract shall be forfeited. The Individual covenants and agrees that in the event of such cancellation, the Festival shall not be held liable for any damages and Individual shall have no recourse whatsoever against the Festival.
13. **OPERATING REQUIREMENTS:** All supplies delivered to the Individual (Concessionaire / Crafters or Exhibitor) by vehicle of any kind shall be delivered no later than 9:00 a.m. each morning. Under no circumstances shall Individual (Concessionaire / Crafters or Exhibitor), his agents, employees or delivery vehicles be allowed to drive to concession or exhibit stands after the designated time for delivery. All items sold or offered for sale by Individual (Concessionaire or Exhibitor), or his agents, or employees, must be within the confines of the space above leased and shall be as represented to the public.
14. **COMPLIANCE WITH RULES AND LAWS GENERALLY:** Individual (Concessionaire / Crafters or Exhibitor) further agrees to comply with all rules, orders and regulations which shall be prescribed by the Festival and with all Federal, State and Municipal Laws, Ordinances and Regulations even though same are not herein specifically set forth. Specifically, but not by way of limitation, the following are directed by the Festival:
 1. **NO GLASS CONTAINERS** shall be allowed within the Festival area at any time nor shall alcoholic beverages be sold or brought onto the Festival premises.
 2. Individual (Concessionaire / Crafters or Exhibitor) must furnish or provide at least one (1) fire extinguisher 1-A rated, easily accessible at designated space. Without such, no booth shall be allowed to open or space put in operation.

15. **TERMINATION:** It is mutually agreed that this contract shall be and is a personal agreement by and between the Festival and Individual and shall not inure to the benefit of Individual's heirs, personal representatives, successors or assigns and in the event of death of the Individual or dissolution thereof, during the term of the contract it shall automatically terminate. It is further agreed that Individual does not have the right to assign agreement or any of the privileges granted herein or sublet any of the space hereinabove described.
The Festival reserves the right to cancel this agreement, if in its own judgement the Individual's activity is mismanaged, excessive use is made of electrical facilities, or due to the lack of personal attention, unnecessary disturbances, intoxication or the use or possession of dangerous or narcotic drugs on part of Individual (Concessionaire / Crafters or Exhibitor) or employees of same, discourtesies or improper conduct in the presence of the public. Should this agreement be terminated for any cause named herein, all monies paid to the Festival as rent shall be automatically forfeited. All notices herein provided are to be given to the Individual in writing by hand delivering same or by mailing to the address of the Individual specified herein. All notices to be given the Festival may be served only by mailing same by registered mail to the Texas Bar B Que Festival,. 510 N. Main, Vidor, Texas 77662.
16. **DEFAULTS:** In the event the Individual shall be in default in the payment of any sums payable to the Festival hereunder or in the performance of any of the covenants and condition hereof and shall fail to correct and rectify any such default within twenty-four (24) hours from the receipt of written notice thereof from the Festival, or if the Individual shall be adjudicated bankrupt, or make any assignment for the benefit of creditors, or if all or any portion of the equipment and property of the Individual used or useful in the performance of this agreement shall be sold under execution or other legal process the Festival may enter upon said location and again have and repossess the same as if this agreement had not been entered into and shall thereupon have the right to terminate this agreement without prejudice, however, to the right of the Festival to recover all sums due and payable to the date for such entry, and the Festival shall have a first, prior and superior lien upon any and all of the equipment or property of the Individual used or useful in connection with the performance of this agreement in order to secure the full payment of all sums due to Festival by Individual hereunder.
17. **NONDISCRIMINATION:** Individual agrees that in conducting its operations hereunder it will not discriminate against any employee, applicant for employment, customer or patron due to race, creed, color, national origin or sex.
18. **RELOCATION:** It is further agreed that the Texas Bar B Que Festival reserves for itself and for the benefit of any municipality the right, of the Festival Board and the Festival itself, to require any Individual to move its concession or exhibit to some other location, if it be (in the opinion of the Festival) to the best interest of the Festival to require that this be done, and such reservation shall extend to require the surrender of said location by the Individual in the event of the Festival cannot find suitable location for the Individual.
19. **INSURANCE:** The Individual (Concessionaire) should maintain in full force a policy of product liability insurance, with the Texas bar B Que Festival named as Additional Insured, and in compliance with all requirements for such insurance as such requirements are set by the Festival.
20. **ITEMS TO BE SOLD:** All items to be sold in your booth must be listed on the contract. Make any necessary changes on an attachment to the contract and with approval of the committee, will be added to the contract. .
21. **PASSES:** Each boothspace will be issued no more than one vehicle pass and 4 passes (you may purchase 4 additional passes). No vehicles will be allowed to park in vendor area, meaning behind each booth. **Passes must be attached to the vehicle. There will be no exceptions. Only vehicles with the appropriate vendor passes will be allowed to drop off supplies at setup times for vendors. No cars will be allowed in the festival gates one hour before the festival begins. All will be required to leave the grounds, and upon non-compliance will be towed from grounds at owners expense.**
22. **Texas Bar B Que FESTIVAL LOGO:** Texas Bar B Que Festival retains exclusive rights to the Texas Bar B Que Festival name and/or logo. Exceptions only as approved by the Festival Executive Board.
23. RV's that are self contained may park on site, as space allows, reservation required. (**Electric, Water and Sewer will NOT be available**) All generators or motors of any type must be muffled. If complaints are received concerning a generator being too loud the Texas Bar-B-Q Festival has the right to shut the generator down. Please call 409-769-6339 for reservations.
24. All food vendors must meet Orange County Health Department requirements for operating booths and will be subject to random inspections during the festival.
25. **ENTIRE AGREEMENT:** This agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all other agreements between the parties, oral or written, relating to the subject matter of this agreement.

26. THIS AGREEMENT IS NOT SUBJECT TO AMENDMENT OR REFORMATION EXCEPT BY WRITTEN AGREEMENT, SPECIAL PROVISIONS: ANY REVISIONS, ADDITIONS, PROBLEMS OR PERCENTAGES TO THE CONTRACT SHALL BE APPROVED BY THE EXECUTIVE COMMITTEE OF THE VIDOR CHAMBER COMMERCE.

IN WITNESS WHEREOF, THE ABOVE AGREEMENT IS SIGNED BY ALL PARTIES HERETO IN VIDOR, ORANGE COUNTY, TEXAS ON THIS _____ DAY OF _____, 2009

Signature
Concession / Crafters & Exhibit Chairman

Date

Signature
Vendor