**FOOD & VENDOR BOOTH RENTAL PACKET**

Wednesday, July 4th, 2018

Enclosed is a copy of the Vendor package for the 19th Annual July 4th *Salute to Freedom* Celebration, which will be held at the Brownsville Sports Park, the largest complex of its kind in the Rio Grande Valley.

The event starts at 4:00 PM with live music and festivities, Fireworks will commence after dark at 9:15pm, with the event ending promptly at 10pm. Families are encouraged to arrive early to participate and stay after the fireworks show to enjoy the entertainment and reduce traffic congestion.

Please print, sign, scan and email the document to Nathan.Burkhart@cob.us & Jeannette.Garcia@cob.us OR return the completed and signed application in person to 1000 Sports Park Blvd, Brownsville, TX along with payment in full. Payment can be made with a credit card online, with a check, or money order**.** If choosing to pay with a credit card, please contact us at **956-574-6640.**

Be sure that each page is initialed. Incomplete applications will delay processing.

We are looking forward to a great event in 2018 and hope that you are able to join us!

**EVENT SCHEDULE**

Setup is Wednesday, July 04, 2018 starting at 10AM

Gates open at 4:00 PM

Music starts at 5:30 PM

Fireworks begin at 9:15 PM

Tear Down begins at 10:00 PM at the end of event

 **2018 Food Space Rental Agreement**

#### **FOR BSP MANAGEMENT ONLY**

Booth #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amt Paid: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Health Permit: \_\_\_\_\_\_\_\_\_\_\_\_\_

Date Accepted: \_\_\_\_/\_\_\_/\_\_\_\_\_

## Event Day: July 04, 2018- Brownsville Sports Park

## IMPORTANT – PLEASE TYPE OR LEGIBLY PRINT

**1. COMPANY INFORMATION:**

Corporate Name:

Contact Name:

Address:

City: State: Zip:

Telephone: ( ) Cell: ( ) Fax: ( )

Email:

**2. SPACE REQUEST:**

**Booth Space Request:**

|  |  |  |
| --- | --- | --- |
| **Description:** | **Cost:** | **Quantity** |
|  | 10 X 20 Vendor Area | **$150.00** | \_\_\_\_\_\_\_\_\_\_\_ |
|  |  | **Total Due** | $\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |

List the food or other items you will be selling:

 **Booth Rental will be voided if unauthorized foods are sold at event.**

Vendor hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to Brownsville Sports Park, City of Brownsville, whether caused by the negligence of Releases or otherwise. \_\_\_\_\_\_\_

 Initial Here

Vendor hereby agrees that this Release and Waiver, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releases and is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. \_\_\_\_\_\_\_

 Initial Here

We, the undersigned, do herby apply for the reservation of Food Vendor Booth Space in Salute to Freedom 2018. When executed by both parties to this agreement, this shall constitute a binding agreement between the parties wherein Brownsville Sports Park agrees to rent to the undersigned Vendor and the undersigned Vendor agrees to rent from Brownsville Sports Park the Food Vendor Booth Space as more fully described in Sections 1 & 2 of this Agreement. **We have read and agree to abide by the “Vendor Rules & Regulations,” which are set forth in Attachment “A” and made a part of this agreement by reference and fully incorporated herein.** Brownsville Sports Park may adopt additional rules and regulations. We understand this agreement shall be legally binding between Brownsville Sports Park and the Vendor upon acceptance in writing by Brownsville Sports Park Officers. \_\_\_\_\_\_\_

 Initial Here

Authorized Signature: Date

Name (type or print): Title

Brownsville Sports Park Representative: Date

ATTACHMENT “A”

VENDOR RULES AND REGULATIONS

LOCATION AND DATES

The site of the SALUTE TO FREEDOM 2018 Brownsville, Texas. The dates and hours are:

**Move-In**:

Wednesday, July 04, 2018 @ 10am

**(Your booth must remain operational during these hours)**:

Wednesday, July 04, 2018 5:30pm – End of Event

**Move-Out** **(Vendor shall not initiate teardown or abandon exhibit prior to the official closing time of the event.):**

1. **Approval**: Applications for rental of Food Vendor Booth Space shall be subject to the approval of Brownsville Sports Park, and Brownsville Sports Park reserves the right to reject applications for space with or without cause if in the best interest of the Event. Upon acceptance of the Food Vendor Booth Space Rental Agreement by Brownsville Sports Park in writing, it shall be a legally binding agreement between the Vendor and Brownsville Sports Park. Vendor must have all permits and turned in by **Friday, July 01, 2018**.
2. **Cancellations and Refunds**: *In the event of inclement weather, natural disaster, or other circumstance*; The City of Brownsville reserves the right to terminate this contract and the rental fee(s) shall either be refunded or used to reschedule another date. If Cancellation is made by the **VENDOR** after July 01, 2018, **Brownsville Sports Park** shall retain 100% of rental cost of each space canceled.

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## ELIGIBILITY

Brownsville Sports Park reserves the right to determine eligibility of Vendor for inclusion in the Event prior to and after execution of the agreement.

## FOOD VENDOR BOOTH SPACE ASSIGNMENT

1. **Method**: The method of determining space assignment shall be established by Brownsville Sports Park and may be changed from time to time without notice to Vendors in order to accommodate what Brownsville Sports Park perceives as the best interest of the EVENT. No rights or privileges are created for any Vendor as a result of previous space assignments or years of participation in the Event.
2. **Floor Plan**: Brownsville Sports Park reserves the right to rearrange Vendors or adjust the floor plan to accommodate the best interest of the Event. The floor plan maintained by Brownsville Sports Park shall be the official floor plan. Changes may occur at any time to accommodate show needs.
3. **Subletting Space:** Vendor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm in the said Food Vendor Booth Space without the prior written consent of Brownsville Sports Park.
4. **Assignment/Transfer**: This agreement is non-assignable by Vendor except where assignment is in connection with sale or other transfer of the assignor’s business to the assignee, but such an assignee shall display only products or services manufactured or marketed by the assignor except with the express written consent of Brownsville Sports Park. In the event of such an assignment, assignor must provide written notification to Brownsville Sports Park.

**MOVE-IN**

1. **Space Abandonment**: Any space not claimed and occupied by 12PM on Wednesday, July 04, 2018, may be resold or reassigned by Brownsville Sports Park. No refunds to Vendor unless agree upon prior to check in time.
2. **Driving or Riding In Vendor Areas.** The riding or driving of vehicles within the Vendor areas during Event hours will not be allowed. No vehicles may be driven into or out of the Vendor areas during Event show hours. Vehicle access during non-event hours is for the sole purpose of stocking/restocking vendor booths and all vehicles must be out of the area at least one hour prior to the event hours.
3. **All Vehicles, Cars, Vans, Pickups, Motor Homes, Trailers, Etc. will not be ALLOWED on the private parking lot(s) during the EVENT unless approved by STAFF!**
4. **All Employees must have a food bracelet in order to be at their respective booth.**

# MOVE-OUT

1. **Early Move-out**: Vendor shall not initiate teardown or abandon exhibit prior to the official Event closing time on the day of the event. Violation of this paragraph may cause Vendor to be barred from participation in future Event.
2. **Move-out Security**: Vendor Personnel should remain in the contracted Food Vendor Booth Space until Vendor’s materials are secured. Brownsville Sports Park assumes no responsibility for exhibit material left unattended during teardown.

# OPERATION AND CONDUCT

1. **Exhibit Obstructions**: Vendors are not allowed to obstruct the view, which occasion injury or adversely affect the displays of other Vendors.
2. **Exhibit Personnel**: Attendants, models, and other employees must confine their activities to the contracted Food Vendor Booth Space. Vendor personnel and representatives may not enter the Food Vendor Booth Space of another Vendor and at no time may anyone enter a Food Vendor Booth Space that is not staffed. Violators may be ejected from the Event.
3. **Damages**: Vendor shall yield the exhibit area back to Brownsville Sports Park at the conclusion of the Event in good condition and repair, ordinary wear and tear excepted. Any costs incurred by the Brownsville Sports Park to restore the exhibit areas to its condition prior to the show, including but not limited the removal of signs, tape, and other things not removed by Vendor shall be the responsibility of Vendor. Vendor is responsible for all damage to any property caused by Vendor personnel.
4. **Advertising**: Vendor shall not, without the written consent of Brownsville Sports Park, distribute, or permit to be distributed; any advertising matter, literature, souvenir items or promotional materials in or about the exhibit areas except from its own allotted Food Vendor Booth Space. Vendor shall not post or exhibit any signs, advertisements, show bills, lithograph posters or cards of any description on any part of the premises of the Event, except within the Vendor’s booth space and upon such space as is made available for such purposes by the Event.
5. **Food and Beverage**: Alcoholic beverages may **NOT** be served within a Vendor’s Food Vendor Booth Space. Preparation of food within the contracted Food Vendor Booth Space is prohibited unless a permit has been obtained through the City of Brownsville Health Department and Cameron County.
6. **Accidents/Incidents**: Any accident or incident involving Vendor’s booth or booth personnel must be immediately reported to Brownsville Sports Park. Brownsville Sports Park will create a report of the incident.

**VIOLATIONS**

The Vendor shall be bound by the rules and regulations set forth herein, and by such additional rules and regulations which may be established by the Brownsville Sports Park including, but not limited to, those contained within the Vendors Rules and Regulations. Brownsville Sports Park shall enforce all Event rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of Brownsville Sports Park.

Any violation by the Vendor of any of the terms and conditions herein shall subject Vendor to cancellation of the Agreement to occupy Food Vendor Booth Space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Brownsville Sports Park shall have the right to take possession of the Vendor’s space, remove all persons and properties of the Vendor and hold the Vendor accountable for all risks and expenses incurred in such removal.

**COMPLIANCE WITH LAWS**

1. **Laws and Ordinances**: Vendor agrees to comply with and be bound by all laws of the United States and the state of Texas, all ordinances of the City of Brownsville and Cameron County and wherever applicable, all rules and regulations of the Police Department, Fire Department, Health Department and those policies and criteria which have been established by the Event for use of the exhibit areas.
2. **Fire Regulations/Fire Proofing/Codes**: Vendor must conform to all standard fire codes and rules of the EVENT. Combustible materials or explosives are not permitted in or around the exhibit areas without written permission from Brownsville Sports Park.
3. **Inspection**: All displays will be subject to inspection during set-up days and any Vendor deviating from the regulations must make modifications to its exhibit at Vendor’s expense prior to Event opening.

**ACCESS CONTROL**

Brownsville Sports Park shall not be held responsible for the loss of any material by any cause and urges the Vendor to exercise normal precautions to discourage loss due to theft or any other cause. Brownsville Sports Park assumes no responsibility for goods delivered to the exhibit areas, or for materials left in the exhibit areas at any time.

**INDEMNITY**

The Vendor is responsible for any and all demands on account of any injury or death, or damage to property occurring in or upon any portion of the Event leased or used by Vendor which are caused by acts or omissions of Vendor, or its employees, representatives, servants, agents, licensees, invitee, patrons, guests, or contractors. Vendors shall defend, indemnify and hold harmless Brownsville Sports Park, it’s officers, employees, and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorney’s fees) including but not limited to, injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of Vendor’s use or occupancy of the premises or from any breach by Vendor of any condition of this contract, or from any act or omission of Vendor, or its employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors.

**VENDOR REPRESENTATIVE**

The signer of the Food Vendor Booth Space Rental Agreement shall be the official representative of the Vendor and shall have the authority to act on behalf of the Vendor.