BalloonaPalooza

VENDOR AGREEMENT

Version 10/29/26a

Vendors Must Initial ALL Items of Agreement

1. Vender Agreement - This agreement, properly executed and understood by applicant (Vendor), and shall, upon written acceptance and notification of booths assigned by GLO constitute a valid and binding agreement. GLO has sole discretion to reject any applicant for any reason. Initials _____

2. Vendor Space Rental - Exhibit space rental includes, per application, a covered tent space per request and fee, including space, one 6ft table, two chairs, and access to general waste disposal container, water access for food vending and a 110 electrical outlet provided as part of the tent cost to Vendors. Additional amenities are available at additional costs. Initials____

3. Space Assignments/Cancellations – The Event Staff will assign Vendor space approximately 10 days prior to event. Staff shall use its best efforts and in good faith to provide a suitable location within designated vendor area(s). This contract is binding and non-cancelable. In the event of non-participation in GLO, LLC vendor forfeits all fees paid under the terms of the contract. GLO, LLC does reserve the right to cancel any Vendor booth prior to the event date with full or partial refund to Vendor. Any approved assignee shall be subject to all the provisions and requirements of this contract. Initials_____

4. Cancellation or Postponement of Event - In the event that the festival is postponed due to any occurrence not occasioned by the conduct of GLO staff or Vendor, whether such occurrence be an Act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this lease, then the performance of the parties under this agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrences results in the cancellation of the festival the obligations of the parties under this agreement shall be automatically terminated and all rental payments made shall be automatically refunded to Vendor, less a pro rata share of expenses actually incurred by GLO in connection with the festival. GLO shall not be liable for any loss or damage to Vendor, which may be caused by or associated with any postponement/cancellation of the festival. Initials____

5. Liability - This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between GLO and Vendor. Vendor hereby agrees to and does indemnify, hold harmless and defend GLO, and their respective agents and officers, and facility from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever (including but not limited to cost, interest and attorney's fees) which GLO may incur, suffer, be put to, pay or be required to pay, incident to or arising directly from any act or omission by Vendor of any of its employees, servants, or agents. Vendor further agrees that GLO, its agents, officers, successors, and their respective agents, employees and the facility shall not be responsible in any way for (a.) damage, loss or destruction of any property of Vendor, or (b.) injury to Vendor or its representatives, agency, employees, licensees or invitees. Initials____

6. Insurance: Food Vendors must show proof of insurance as required and provide all licensing and permits to the effect needed to operate as a food vender, merchandise seller, sampler, or other business profit or non-profit entity. The insurance coverage that it has purchased at Vendor own expense to reserve booth space shall conform to the laws of the State of Texas, Local Health Department, IRS and other Commercial Package Liability Insurance required by law. GLO shall be co-insured as required for the event.

a. Commercial General Liability $1,000,000.00
b. General Aggregate $1,000,000.00
c. Product/Completed Operations Aggregate $1,000,000.00
d. Personal & Adv. Injury $1,000,000.00
e. Per Occurrence $1,000,000.00
f. Medical Coverage $5,000.00 (any one person)
g. Fire Liability (Food Vendors -any one fire)$50,000.00
h. Comprehensive Auto Liability $300,000.00
i. Statutory Limits of Workers Comp

All insurance shall (i) be issued by a carrier which is rated “a-1” or better and licensed to do business in the State of Texas, (ii) contain a waiver of the subrogation endorsement in favor of GLO, and (iii) include coverage for the period of time including the event days as well as setup days (usually one day before and one day after the event). Certified copies of all such policies shall be delivered to GLO upon execution of this Agreement, but in event no later than two weeks prior to the event. Coverage records/documentation for products/Completed Operations must be maintained at least two (2) years after the Agreement is terminated in its entirety, including any renewal thereof or extensions thereto. Initials_____

7. Merchandise – The product/service must be appropriate for a festival family event. Vendors accepted will be judged on a non-discriminatory basis on compatibility with overall theme/audience of the Event. Health-related and Public Safety programs and/or merchandise are allowed with written permission from the Special Events Department. NO, drug paraphernalia, illicit material, pornography or products of any sexual nature will be allowed and are grounds for expulsion. Initials_____

8. Food – All food sold by vendors shall be of human approved consumption and carry all approved City Health and Food Department Permits including up to date licenses and sanitary and approved vending permits. For more info contact City Health Dept. Bar and Restaurant Compliance Division. Initials _____

9. Warranties - It is expressly recognized and understood that GLO makes no warranties, representations, promises or commitments regarding the number of vendors participating in GLO; the number of individuals attending GLO; or the projected success of the Event. GLO shall not be liable for loss or damages that may be caused by poor attendance, too few vendors, or any other circumstances that vendor may deem to have adversely impacted their participation in the event. Initials_____

10. Demonstrations – Vendor is prohibited from selling merchandise, distributing literature, performing an activity, etc. from an area other than their booth space. Violation of this rule will result in forfeiture of booth space, and no portion of the registration fee shall be refunded. Vendor is permitted to decorate its booth space as it pleases; however, GLO strives to create a polished, professional appearance throughout the event. FOOD VENDORS: Signs, banners or displays of any kind relating to alcoholic beverages, shall not be displayed in the booth space. All material draped from the booth must meet City fire laws. The Vending Coordinators reserves the right to require modifications of any exhibit. Vendor may provide additional signage with prior approval of the Vending Coordinator. Initials_____

11. Compliance - Vendor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized Local, State, and Federal governing bodies concerning fire, safety, health, and all applicable taxes together with the facility rules and regulations and the display rules and regulations issued by GLO staff. Initials_____

12. Management - Vendor further agrees that the conditions rules and regulations are a part of the contract and that said Vendor agrees to be bound by each and all of these conditions, and that GLO staff shall have the full power to interpret, amend and enforce all rules and regulations in the best interest of the festival. Initials_____

13. Visual & Audio Displays - Audio equipment and visual displays are not allowed within the Vendor's contracted booth space. Lewd, profane, violent, sexually explicit, or otherwise offensive staff conversations or visual/printed material is not allowed. GLO shall have the right to monitor, control and terminate such acts or displays of disrespect to the family festival in all booth areas. These violations are grounds for expulsion and vendor booth forfeiture. Initials_____

14. Move-In - Move-in - Vendor agrees to arrive for move-in at the assigned time. Vendor and booths must remain intact for duration of event. No other move-in times will be provided. It is suggested that vendor provide their own dollies and trucks to expedite move-in and move-out. Initials_____

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MERCHANDISE, SERVICES & CRAFTS, FOOD VENDOR APPLICATION

Name: _____ Company: _____
Phone # _____ Fax # _____
Address: _____
City: _____ State: _____ Zip: _____
Email: _____

TYPE OF BOOTHS
Number of Booths Requested _____
Electricity: (circle one) yes no
Size of booth: (circle one) 10x10 / 10x20 / 20x20 other: contact us)__
All booths include one (1) eight-foot table and two (2) chairs
Cost for 10x10 booth space is for (3) three days.

MECHANDISE & CRAFTS BOOTH – (All Sampling and Giveaways must have festival approval)

List Items) _____ _____ _____ _____
_____

Brief Description of Booth Merchandise: ***(No food to be sold in merchandise/craft booths)***

In consideration of acceptance, I hereby, waive all rights, and claims I may have against the sponsors, coordination group, and any individuals associated with this event and their property owners with said event. I accept to be responsible for any loss of personal items, security and health risks associated or any other form of aggravation in connection with this event. I also give permission for the free use of my name and picture in any broadcast, telecast or print media account of this application. By signing this form, I acknowledge that I have read and fully understand my own liability and accept all rules and responsibilities as a participant vendor.

_____ _____
Vendor Festival Coordinator

_____ _____
Date Date

_____
Print Name