

**APPLICATION AND AGREEMENT FOR VENDOR SPACE**

**\*\*\*Application Deadline January 18, 2023, if not sold out\*\*\***

**FESTIVAL VENDING DATE: SATURDAY JANUARY 21, 2023**

<u>Non-Food Vendor</u>	
<b>Saturday ONLY</b>	
Each 12 x 12 Space = \$275.00	\$ _____
TOTAL =	\$ _____

Please list all items to be sold: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NO PERSONAL CHECKS OR CREDIT CARDS WILL BE ACCEPTED – CASH, CASHIER’S CHECKS, OR MONEY ORDERS ONLY**

Company _____
Address _____
City _____ State _____ Zip _____
Applicant Name _____
Phone (Day) _____ Cell _____
Valid Email _____
Texas Sales Tax Number _____
<p><b><u>Cashier’s Check or Mail Money Order Payment to:</u></b>            Yaga’s Entertainment, Inc.            2314 Strand St, Galveston, TX. 77550            Phone (409) 770-0999 Fax (409) 419-171</p>

Application (hereinafter described) hereby applies for vending space at the 2023 Yaga’s Chili Quest & Beer Fest. This application shall become an agreement between applicant and Yaga’s Entertainment, Inc. for the use of said space under the following terms and conditions.

**I have read, understand, and agree to all of the rules & regulations (pages 3-5).**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## **RULES, REGULATIONS AND GUIDELINES**

### **RESERVATION PROCEDURES**

No telephone reservations will be. You must complete the application and forward to us with full payment to reserve your space. Applications that are sent in without payment will not be accepted until payment is received. Upon acceptance of your application a confirmation email will be sent to you.

### **CHECK IN**

**Saturday, January 21, 2023 at 7:30am** at the corner of 24<sup>th</sup> Street and Mechanic. There will be a representative to check you in and direct you to your assigned space.

### **Load In**

Vendors will be allowed to pull their vehicle up to their assigned space to unload. Once items are unloaded all vehicles **MUST** move vehicle to allow other vendors to unload. All vehicles must be off streets by no later than 9:30am.

### **BREAKDOWN**

Vendors may not begin breakdown until the end of the event Saturday January 21, 2023 at 5:00pm. All vendors must exit the Historic Strand District by 7:00pm Saturday January 21, 2023. Streets will reopen to public traffic at 7:00pm.

### **FESTIVAL HOURS**

**Saturday January 21, 2023 9:00am-6:00p – Yaga’s Chili Quest & Beer Fest**

10:00am Vendors Open

11:00am Will Call Opens, Strand Merchant Walk About & Washer Tournament Begins

12:00pm Public Chili Tasting & Patron Margarita Making Contest Begin

1:00pm Live Music Begins in Saengerfest Park

3:00pm Public Chili Tasting & Strand Merchant Walk About Ends

4:30pm Award Ceremony in Saengerfest Park (23<sup>rd</sup> & Strand)

6:00pm Festival Closes

7:00pm Streets Re-Open to public traffic – Vendors must be cleared of streets.

### **CAPACITY CONTROL**

The policy of controlling the number of exhibitor’s selling/displaying at each show will continue throughout the year. Early reservations with full payment are important!

### **BOOTH SPACE ASSIGNMENT**

Vendors will be located on 23<sup>rd</sup> Street, and Strand Street. Booth assignments will be given at check in. Returning vendors from any of Yaga’s Entertainment, Inc. festivals have first right of space request if application is completed and received by December 21, 2022. All booth assignments after that are based on a first paid, first reserved basis. Management will work with you as best possible to honor your space requests. Special circumstances require management discretion. Yaga’s Entertainment, Inc. reserves the right to reassign your reserved exhibit space if you do not set up within designated set-up times or call our offices at 409-770-0999.

### **PHOTOGRAPH OF BOOTH SET UP**

Is required by all new vendors as part of the application process.

### **POWER**

Power is not provided; propane use only for heating source. **NO OUTSIDE GENERATORS ALLOWED!**

## **FIRE TENT PERMIT**

All vendors with a tented space of 400 square feet or larger will be required to have a Fire Tent Permit issued through the Fire Marshal's office in Galveston. Contact the Fire Marshal's office for permit and proper fee amount. Mail your permit form and fee to them directly. Yaga's Entertainment does not need a copy of your permit. Office of the Fire Marshal, City of Galveston, 2517 Avenue H, Suite 207, Galveston, Texas 77550, Phone (409) 797-3870, [fmo@cityofgalveston.org](mailto:fmo@cityofgalveston.org)

## **TEMPORARY GALVESTON COUNTY HEALTH DISTRICT FOOD SERVICE CERTIFICATION**

All vendors sampling any type of food must fill out and pay the application fee for a Temporary Health Permit with the Galveston County Health District. The form can be filled out online at:

<http://www.gchdenvform.org/servlet/guest?service=0&formId=38>

## **SALES TAX PERMIT**

All federal, state, and local laws governing retail sales tax must be followed. Vendors MUST provide Yaga's Entertainment Inc. with their own Texas sales tax number. Vendors are required to display the registration certificate throughout entire festival. An online application form is available at <http://www.window.state.tx.us/taxpermit>

## **INSURANCE**

Insurance is included in the vendor space fee. YAGA'S ENTERTAINMENT, INC. will provide (VENDORS) General Liability coverage under their "Special Events Policy #CL420912373 written with Essex Insurance and meeting the General Liability requirements:

\$1,000,000 Per Occurrence/\$2,000,000 Aggregate Bodily Injury & Property Damage

\$1,000,000 Personal Injury/Advertising Injury Limits/ \$100,000 Fire Damage Legal Liability/ \$1,000 Medical Payments Limit

## **CANCELLATION POLICY**

**SORRY NO REFUNDS are given unless the festival is cancelled.**

## **RULES**

1. Yaga's Entertainment will obtain paper permits for vendors for all concessions on public rights-of-way and on private property governed by the City of Galveston.
2. Weather is out of the control of Yaga's Entertainment. Vendors should bring proper equipment to ensure the safety of others when dealing with weather, such as high winds. Vendors are required to bring cinder blocks, water barrels or other weighted devices to hold down tents.
3. Booth space size is 12' x 12'. Pre-fabricated booths and detached trailers will be allowed in areas designated by Yaga's Entertainment, Inc.
4. Vendors are **REQUIRED** to remain operational during festival hours.
5. **MOTORIZED CONCESSION VEHICLES, GLASS CONTAINERS AND ALCOHOLIC BEVERAGES ARE STRICTLY PROHIBITED.**
6. Amplified music systems must have approval from Yaga's Entertainment, Inc.
7. Pricing and information signs are allowed on, and/or within vendor booths. All signage must stay within the purchased space only. To protect advertising rights of entities, sponsors and businesses, brand names are not allowed.
8. **NO PEDDLING ALLOWED OUTSIDE ASSIGNED VENDOR BOOTHS AT ANY TIME.** This will be strictly enforced by the City of Galveston and Yaga's Entertainment Inc.
9. Vendors must provide trashcans for inside their booth space(s).
10. To guarantee a vendor space, completed applications and full payment must be received by 12/31/22, unless the event is sold out.
11. Parking is not provided to vendors. Vendors will need to make their own arrangements, there is 2-hour parking available (you will need to move your vehicle every two hours) and also a parking garage at the corner of 25<sup>th</sup> street and Harborside Street.

## **SAFETY & SECURITY**

Due to public safety concerns, there will be no placing of any structures, signs, or products on the sidewalk area whatsoever, unless authorized by Yaga's Entertainment, Inc. No items will be chained to parking meters, signs or utility poles.

## **CLEANUP REQUIREMENTS**

ALL VENDORS will be required to clean their area.

## **MENU SELECTION & POLICIES**

As part of the application process, vendors must list items to be sold and pricing. Vendors may only sell those items listed on the vendor application. Vendors may not sell any additional items without the express written consent of Yaga's Entertainment, Inc. In addition, we reserve the right to state that certain items cannot be sold, and therefore those items must be omitted. All food vendors will be prohibited from selling non-food items, such as hats, t-shirts, etc. Conversely, all non-food vendors will be prohibited from selling or giving away food or drinks.

## **USE OF LOGOS MARKS & IMAGES**

Vendors may not sell any item with the official Yaga's Chili Quest & Beer Fest or City of Galveston logos or graphics. Vendors may not sell any item with the name or images of any band or performer playing at the Yaga's Chili Quest & Beer Fest. There are no exceptions to this policy. Violators will be removed from the festival immediately at their own expense.

## **MERCHANDISE RESTRICTIONS**

Yaga's Entertainment, Inc. has the exclusive right to display, license, sell and merchandise all event novelties (t-shirts, posters, etc.). Yaga's Entertainment, Inc. further has the right to inspect, approve, reject or otherwise control the display, promotion, sale or other merchandising of products or services by exhibitors at the event in its sole discretion. Any products or services rejected by Yaga's Entertainment, Inc. must be immediately removed from the event premises and may be removed by Yaga's Entertainment, Inc. if this does not occur. Galveston codes and/or Festival policy prohibit the selling of sexually explicit material, items with obscenities or profanity, illegal drugs and drug paraphernalia, weapons, merchandise containing racial slurs, manufacturer or copyright infringements, obscenities or other offensive or other detrimental matter. Any such merchandise or displayed matter will be confiscated and not returned. Merchandise designed to be passed off as event merchandise (use of Galveston, date, event name, trademarks, etc.) or which has this effect will not be permitted. No signage may be displayed in Exhibitor space reading "Official 2023 Yaga's Chili Quest & Beer Fest Merchandise", "Festival Merchandise", "Festival Tees", "Event Tees" or any similar language advertising the sale of event merchandise. Any vendor found selling merchandise that infringes on these trademarks may be asked to leave immediately and will be subject to legal recourse. No silly string products allowed on festival grounds.

Alcoholic beverages may not be sold or served within an exhibitor's space without written consent from Festival Management and all vendors must sell products of the official festival caterer or beverage sponsor (i.e. water, soda) if they wish to sell this product.

Festival Management will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products that are in violation of these Exhibitor Regulations or any other reason. By signing this form, you are agreeing that the officers of Yaga's Entertainment, Inc. have sole and final authority to determine violations of this agreement.

## RELEASE OF LIABILITY

My application is a commitment to show with all the created work being exhibited for sale, and I personally will be present at all times during each day of Yaga's Chili Quest & Beer Fest. I have read all of the Yaga's Chili Quest & Beer Fest application information and agree to abide by all the rules. I hereby release Yaga's Chili Quest & Beer Fest, Yaga's Entertainment, Inc. the City of Galveston, festival organizers, volunteers, sponsors, property owners, and tenants from all claims, demands, actions, debts, liabilities, and causes of action of every nature which the undersigned might have against the above by reason of any damages, loss, theft, or injury to person or property, or both, resulting from the entry by the signer on Yaga's Chili Quest & Beer Fest grounds. Yaga's Chili Quest & Beer Fest reserves the right to use artist's images to advertise and promote Yaga's Chili Quest & Beer Fest. I understand that my slides/photos will not be returned. Applicant agrees to observe and comply with all applicable laws, statutes, ordinances, rules and regulations. Applicant assumes all costs and liability arising from the use of patented, trademarked, copyrighted or service marked materials, equipment, processes or creative rights. Applicant shall not assign or attempt to sell this agreement or any rights hereunder without the prior written consent of Yaga's Entertainment, Inc. Yaga's Entertainment, Inc. reserves the right to terminate the license granted by this agreement for good cause and, in said event, Applicant agrees to waive and forego all claims for damages and recourse of any kind. Applicant agrees to assume all risks arising out of or relating to its attendance or participation at said event and to protect, defend, indemnify and hold harmless Yaga's Entertainment, Inc., the City of Galveston, Galveston Park Board of Trustees, GPM, Inc. and each of their agents, servants, contractors and employees from any and all liability, loss, damage or expense it may cause or sustain from any cause whatsoever, including fire, theft, personal injury or property loss. I further acknowledge that I am aware that I cannot sell, give or offer for sale any pictures or accounting of this event for publication without the written permission of Yaga's Entertainment, Inc.

## **\*\*VENDOR APPLICATION CHECKLIST\*\***

1. Application- Pg 2 Completed and Signed
2. Copy of Texas Sales Tax Permit
3. Photograph of Booth Set Up
4. Full Payment

Yaga's Entertainment, Inc

[rray@yagasevents.com](mailto:rray@yagasevents.com)

2314 Strand

Galveston, TX 77550

Phone 409.770.0999

Fax 409.419.1717

Galveston County Health District

1205 Oak Street

La Marque, TX 77568

Phone 409.938.2300

Fax 409.938.2321

[www.gchd.org](http://www.gchd.org)