



VENDOR AGREEMENT

The Arts in the Parks program was created with family in mind to allow local artist to come out to Rob Fleming Park in the Village of Creekside Park to exhibit their art, whether it be unique woodwork, painting, crafts, or jewelry, all aspects of the visual arts are welcome. Spectators can purchase fine and original work produced by these local artists. The event, free and open to the public, will also feature live stage entertainment, inflatables, a KidZone with crafts and more. Arts in the Park will draw an estimated 1,500 attendees. The fall 2018 edition of Arts in the Park will feature a live theatre production of Shakespeare's *Much Ado About Nothing*, by Upstage Theatre beginning at dusk (approximately 7 p.m.).

Applications are due no later than Friday, September 14, 2018.

DATE

- Saturday, September 22, 2018 from 3 to 8:30 p.m. Shakespeare in the Park performance begins at 7 p.m.
- **No rain date or refund for cancellation due to weather.**
The \$50 Vendor Fee is utilized to offset event production costs (Sound, Entertainment, Event Supplies, Staffing, etc). Majority of these costs are incurred regardless of whether or not the event is cancelled. This fee is very competitive in comparison to other local festivals/events, given that Arts in the Park has become a well-established community event. Cancellation will occur only with careful consideration after having evaluated every feasible option.

VENDOR FEE

- \$50 Vendor Fee
- The Woodlands Township Parks and Recreation will provide you ("Vendor") with the following:
 - One (1) 10' x 10' Tent
 - One (1) 8' Table
 - Two (2) Chairs

VENDOR DETAILS

- All items at booth must be original work produced by that artist.
- Artists must be at least 18 years of age or accompanied by an adult.
- All works must be original creation of the artist and produced by the artist.

I have read and understand the terms listed on this page of the Arts in the Park Vendor Agreement.

_____ (Initials)

- Photography is acceptable.
- No Agents.
- Unacceptable to the show: Dealers, middlemen, manufactured items, work other than that produced by the exhibitor. This is a show for artists and not a show for commercialism or dealers. FINAL INTERPRETATION OF COMMERCIAL STATUS WILL BE MADE BY THE ARTS IN THE PARK EVENT ORGANIZERS.
- This is a **family-oriented event**. Please keep this in mind when you are choosing work to be displayed.
- Smoking is strongly discouraged but allowed no less than 30' away from booth area.
- Unlawful drug/alcohol possession will not be tolerated.
- Vendors may not break down before 6 p.m. Vendors who choose to break down before the performance begins at 7 p.m. may do so between 6 and 7 p.m. Vendors may choose to stay during the performance but will not be permitted to breakdown during the performance due to the distracting nature of doing so. The performance is expected to take place from 7 – 8:30 p.m. Vendors are responsible for removing their own boxes, trash and refuse from Rob Fleming Park, and leaving their preparation area/parking area as found by 10 p.m. at the latest.
- All applicants must submit a brief description of work and a clear color snap shot that best represents your work. This image can be emailed to gazar@thewoodlandstowship-tx.gov or mailed to:
 The Woodlands Township Parks and Recreation Department
 Attn: George Azar
 2801 Technology Forest Blvd.
 The Woodlands, TX 77381
- Artists violating the rules of Arts in the Park will be asked to leave and are ineligible for readmission to future events.
- Exhibitor space is limited. Booth space held ONLY after payment of Vendor Fee.
- The Township reserves the right to change policies and procedures at any time.

SET UP & PARKING

- All spaces are approximately 10' x 10' and will either be pre-assigned or assigned on the day of the event (pending weather events).
- No electricity available. Gas generators are not allowed.
 - Exhibitor must be able to set up booth space on grass. Please note Arts in the Park is an outdoor event and booth placement will be on grass.
- An informational email will be sent the week of the Arts in the Park date.
- Exhibitors will be expected to be completely set up by 2:30 p.m.
- Exhibitor may load and unload car in front of The Lodge. One (1) car per booth will be permitted to park in lot adjacent to Rob Fleming Park. Additional parking nearby.
- Exhibitor may provide additional display racks, tables, etc. for his or her work.
- Exhibitor will be responsible for transporting his or her artwork to booth space. Bringing a dolly or cart is HIGHLY recommended.

I have read and understand the terms listed on this page of the Arts in the Park Vendor Agreement.
 _____ (Initials)



TERMS OF AGREEMENT & VENDOR ACKNOWLEDGEMENT

CONSIDERATION

In consideration of Vendor's Agreement to [pay a fee of (\$__50.00__) cash to the Township ("Vendor Fee")/provide the services and/or products described above, the Township grants Vendor a non-exclusive right and license to engage in certain advertising and promotional activities in connection with the Event. Vendor agrees to pay the Vendor Fee to the Township by the specified deadline as outlined by the Township. Any amounts due from Vendor but unpaid, if any, will accrue interest at the maximum rate of interest allowed by law. Should it be necessary for the Township to refer any unpaid fees to an attorney for collection, Vendor hereby agrees to pay all costs of collection, including reasonable attorneys' fees, whether or not suit is brought. The Vendor Fee is shall not be refunded or returned by the Township on account of cancellation of the Event for any reason whatsoever, including without limitation, force majeure.

TERMINATION

This Agreement may be terminated by: (a) automatic termination in the event that the Vendor Fee is not received on time according to this agreement, or in the event the Township fails to obtain necessary permitting or authorization for the Event; or (b) optional termination at the sole discretion of the Township. In the event of termination, the parties shall have no further obligations under this agreement.

LEGAL COMPLIANCE

All of Vendor's rights are subject to any federal, state, and local laws and ordinances applicable to and during the Event. Vendor agrees to comply with all such laws and ordinances, as well as any rules or regulations required by the Township or previously provided to Vendor.

Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Gov't. Code, nor is it engaged in business with Iran, Sudan, or foreign terrorist organization as identified by the Texas Comptroller's office under Sections 806.051, 807.051 or 2252.152 of the Texas Gov't. Code.

INDEMNITY

Vendor agrees to defend, indemnify, and hold harmless The Woodlands Township and its affiliates, officers, directors, employees, agents, attorneys, successors, and assigns from and against any and all suits, actions, claims, losses, demands, damages, liabilities, costs, and reasonable expenses, including reasonable attorneys' fees, that relate to or result from Vendor's participation in the Event, including, but not limited to, bodily injury or property damage, which are due to Vendor's (or any of Vendor's representatives at the Event) negligence or willful misconduct.

I have read and understand the terms listed on this page of the Arts in the Park Vendor Agreement.
_____ (Initials)

LIABILITY

In no event, shall The Woodlands Township, nor their representatives, contractors, nor corporate sponsors of the Event be responsible for any injury, loss nor damage that may occur to the Vendor's employees, agents, contractors, representatives, or property from any cause whatsoever. It is the Vendor's responsibility to protect machinery, perishables, and exhibits so that no injury will result to the public visitors, guests, or persons, or property. If property does not appear to be properly maintained, it will be promptly withdrawn from the Event site. All property of the Vendor is understood to remain in Vendor's care, custody and control in transit to, from, or within the confines of the Event area. The Vendors, on signing the Agreement expressly release, hold, keep, save harmless and indemnify the foregoing persons and entities, named organizations and committees, and individuals from and against all claims for such a loss, damage, or injury.

VENDOR _____

NAME (PLEASE PRINT) _____

SIGNATURE _____

I have read and understand the terms listed on this page of the Arts in the Park Vendor Agreement.
_____ (Initials)



VENDOR SUBMISSION FORM

Please send Vendor Agreement, Terms of Agreement & Vendor Acknowledgement along with Submission Form and photos of artwork to gazar@thewoodlandstownship-tx.gov no later than **Friday, September 14, 2018**. Items can also be mailed to:

The Woodlands Township Parks and Recreation Department
Attn: George Azar
2801 Technology Forest Blvd.
The Woodlands, TX 77381

(Please type or print neatly. All sections of the Vendor Agreement must be initialed as specified to acknowledge that Vendor has read and acknowledges the terms of this Agreement.)

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ EMAIL _____

TAX ID# _____

Art Medium

Please attach a snap shot that best represents your work.

Oils and Acrylics _____ Graphics _____ Sculpture _____ Pottery _____ Watercolors _____

Drawings _____ Photography _____ Food Items _____ Woodwork _____ Jewelry _____ Crochet _____

Clothing & Accessories (Adult) _____ Clothing & Accessories (Children) _____ Other _____

(If Other, please describe) _____

Booth Fee*:

\$50 – Vendors will be supplied with (1) 10’ x 10’ Tent, (1) 8’ Table & (2) Chairs.

Booth fees can be made by check, payable to The Woodlands Township, or credit card by calling 281-210-3800.

***Please do not send payment until you have been approved as a vendor.**

I have read and understand the terms listed on this page of the Arts in the Park Vendor Agreement.

_____ (Initials)