



2020 VENDOR APPLICATION & AGREEMENT

Saturday, October 24, 2020 • 2 to 6 p.m.

Sterling Ridge Park & Ride • 8001 McBeth Way • The Woodlands, Texas

EVENT

The Trick or Treat Trail Drive-Thru Event (the “Event”), produced by The Woodlands Township Parks & Recreation Department (“TWT”), is scheduled for Saturday, October 24, 2020 at Sterling Ridge Park & Ride from 2 to 6 p.m. Due to COVID-19, the Event will be limited to a drive-thru only and will not feature any activities or concessions. Participants will be instructed to remain in their vehicles at all times.

No food and beverage vendors will be accepted due to the modified nature of the event.

ENTITLEMENTS

TWT will provide you (“Vendor”) with the following:

- 10’x10’ tent (“Event Space”) – Tents will be spaced 10 to 20 feet apart
- One (1) 8ft. table
- Two (2) folding chairs

RENTAL SPACE FEE

The rental fee (“Rental Space Fee”) for the 2020 event will be \$50, regardless of type. Please note this fee will only be offered for the 2020 event in light of program/format changes to the event, and is subject to change in future years.

Vendor is required to provide a “Giveaway Item.” Giveaway Item must be age appropriate for children (i.e. candy, trinket). Candy or other food items MUST be pre-packaged. Vendor shall plan and prepare for approximately 10,000 attendees.

Vendor is required to decorate Event Space and participate in the “Judge’s Choice Award.” The Judge’s Choice Award Winner will be awarded a prize.

The Rental Space Fee must be submitted and made payable to The Woodlands Township: 2801 Technology Forest Boulevard; The Woodlands, Texas 77381 – Attn: Special Events Division.

All Agreements and Applications are due to TWT by **Monday, October 12, 2020.**

CANCELLATION BY VENDORS

As occupancy of the Event space is the essence of the Agreement, no refunds shall be made in connection with any Rental Space Fee after the acceptance of said fee by The Woodlands Township, except as otherwise provided in the Agreement.

FORCE MAJEURE

In case of cancellation of the Event or unavailability of the Event Space for specified use due to war, governmental action or order, act of God including, but not limited to, weather, fire, strike, labor disputes, or any other cause beyond the Township’s control, this Agreement shall terminate, and the Vendor shall be entitled to the return of the Rental Space Fee for the Event Space less an amount equal to the total costs and expenses incurred by the Township in connection with the preparation of Vendor’s Event Space.

Refund of the Rental Space Fee (or a portion thereof, as applicable) as provided in this section, shall be the exclusive remedy of the Vendor against the Township or its representatives, employees, agents, invitees, licensees, affiliates, and all other related parties in the case the Event is canceled or rescheduled or the Event Space is unavailable for use. In case of damage to the Vendor through war, governmental action or order, act of God, including, but not limited to, weather fire, strike, labor disputes, or any other cause beyond the Township's control, the Vendor expressly waives all liability and completely releases and holds harmless the Township of and from any and all claims for damage to person and property and agrees that the Township shall have no liability whatsoever.

CHARACTER OF EXHIBITS

TWT reserves the right to prohibit the display of any article that, in its sole discretion, is not in keeping with the nature and character of the Event.

Vendors must submit with the Application a photo of the display area, cart or booth intended for use during the Event. If approved, Vendor will receive written notification of approval of their Application.

RULES AND REGULATIONS

Should Vendor fail to strictly adhere to and follow the Rules and Regulations set by The Woodlands Township, then Vendor shall be in default under this Agreement and The Woodlands Township may immediately terminate this Agreement upon notice to Vendor. In the event of a default by the Vendor, the Vendor shall forfeit as liquidated damages the Rental Space Fee, regardless of whether or not The Woodlands Township enters into a further lease for the Event Space involved. Said damages are agreed to in no way constitute a penalty, but rather a reasonable estimate of The Woodlands Township's damages which are incalculable with any degree of certainty.

SPACE ASSIGNMENTS

The Woodlands Township has complete control of Event diagrams and space assignment. The Woodlands Township reserves the right to make modifications on Event diagrams which are believed to be accurate but only warranted to be approximate. Further, The Woodlands Township reserves the right to assign space(s) in such a manner as it deems appropriate in its sole and absolute discretion, notwithstanding the foregoing.

ASSIGNMENT, SUBLETTING OF EVENT SPACE

No Vendor shall assign, sublet or share the Event Space allotted to such Vendor without the knowledge and prior consent of The Woodlands Township. No products, parts, accessories or other goods, souvenirs, catalogs, etc. bearing names or other forms of advertising other than that of the Vendor may be displayed. No firm or organization not assigned an Event Space shall be permitted to solicit business within the Event areas.

USE OF SPACE

The Woodlands Township reserves the right to restrict Vendor exhibits which, because of safety, noise, method of operation, materials or display, in the opinion of The Woodlands Township, may detract from the general character of the Event as a whole. Accordingly, The Woodlands Township may, at its sole discretion, prohibit such exhibits from being kept or utilized by Vendor in or around the Event area, in which event Vendor shall immediately remove such exhibits as directed by The Woodlands Township. The Woodlands Township reserves the right to prohibit any equipment that is deemed unsafe or appears to be unreasonable in The Woodlands Township's judgment. All equipment and heavy machinery must be cleared and approved in writing and in advance by The Woodlands Township's staff. **All demonstrations or promotional activities must be confined within the limits of the Vendor Event Space.** Demonstrations or activities that cause annoyance to neighboring Vendors such as flashing lights or noise or result in obstruction of walk space or prevent ready access to a nearby booth will not be permitted.

LIABILITY & INSURANCE

In no event, shall The Woodlands Township, The Woodlands Operating Company, 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, including food-stuffs and other perishables is understood to remain in Vendor's care, custody and control in transit to, from, or within the confines of the Event area subject to the Rules and Regulations. 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. Vendors must carry appropriate insurance through such carriers and containing such limits, terms and conditions as The Woodlands Township may require and shall deliver to The Woodlands Township copies of all such policies of insurance and/or certificates thereof as The Woodlands Township may request.

Vendor hereby agrees to and understands the contagious nature of COVID-19 and voluntarily assumes the risk(s) of participation in the programs, services, events or facilities operated by The Woodlands Township which include the risk of becoming exposed to or infected by COVID-19.

INSTALLATION OF EXHIBITS

Load in for all Vendors will be as follows:

- Between the hours of 11 a.m. and 1:30 p.m. on Saturday, October 24, 2020.
- All Vendors MUST BE completely set up by 1:30 p.m. on Saturday, October 24, 2020. Failure to set up within the given time frame may result in Vendor losing its Event Space at the Event.

The hours of operation will be Saturday, October 24, 2020 from 2 to 6 p.m. at the Sterling Ridge Park & Ride.

Load out will commence at 6:30 p.m. Vendor may request special approval from TWT, to be granted by TWT at its sole discretion, to close down early only if Vendor has completely sold out of merchandise or materials. **Load out with a vehicle may only begin when all participant vehicles have cleared the parking lot and TWT gives Vendor express permission. Please be advised this could take up to an hour after the event ends.** Any items unclaimed by the Vendor as of 8 a.m. the day after the Event shall become the property of TWT.

Vendors are responsible for leaving their area free of all litter and debris.

OTHER PROCEDURES

In order to maintain social distancing requirements, Vendor will be provided a 6' pole to distribute candy to participants from their Event Space. Candy or giveaway items are to be distributed through vehicle window. See sample photos below. **Participants are to remain in their vehicle at all times.**

Vendor and all accompanying staff/volunteers within the Event Space must wear a mask and gloves when handling items that will be distributed to the public. Hand sanitizing stations will be provided in the vicinity of Vendor's Event Space.



TENTATIVE SITE PLAN OF EVENT

Please note the below is subject to change at any time. Vendors will be assigned space on a first-come, first-served basis based on time of arrival for set up on the day of the Event. Space will not be preassigned to prevent vehicle congestion during load-in.



AMENDMENTS

The Woodlands Township reserves the right to make changes to these rules and regulations contained in the Agreement as The Woodlands Township sees fit.

Vendor hereby agrees that Vendor and its employees, agents, and representatives will abide by the terms provided in this Agreement and any additions and/or amendments, which The Woodlands Township shall make to this Agreement, and that it will remain a Vendor, for purposes of this Agreement, as long as it maintains strict compliance with the terms of this Agreement, understanding that said terms have been formulated and adopted in the best interest and for the protection of the Vendors collectively as well as The Woodlands Township and its representatives. In any interpretation of this Agreement, The Woodlands Township reserves the right to accept or reject any reservation for any reason whatsoever determined to be in the best interest of The Woodlands Township. **The Rental Space Fee will be refunded to the Vendor should the Application be initially rejected by The Woodlands Township. Vendor's payment in full must accompany this Agreement and the Application.** Once an Application and Agreement are accepted by The Woodlands Township, Vendor will be notified with a signed copy of this Agreement and the Application, returned as acknowledgement of The Woodlands Township's acceptance and of reservation of the Event Space and receipt of the Rental Space Fee.



2020 VENDOR APPLICATION

Contact Name:

Business/Organization:

Mailing Address:

Daytime Number:

Cell Number:

Fax Number:

Email Address:

Business Website:

Giveaway Item(s):

NOTE – Power will NOT be provided by TWT.



SIGNED AND AGREED

VENDOR:

THE WOODLANDS TOWNSHIP:

Business/Organization

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date

Return pages 5 through 6 to TWT no later than Monday, October 12, 2020. Payments can be submitted after staff reviews and approves application.

Email: specialevents@thewoodlandstowship-tx.gov

Return via mail:

The Woodlands Township
Attn: Special Events Division
2801 Technology Forest Boulevard
The Woodlands, Texas 77381

***NOTE: VENDOR SPACE IS NOT GUARANTEED UNTIL PAYMENT IS RECEIVED.**