



City of Lewisville
WESTERN DAYS FESTIVAL
 Friday, September 24, 2010 5pm – 10 pm
 Saturday, September 25, 2010 10am - 10pm

NON-PROFIT APPLICATION

Non-Profit Group Name: _____ Contact: _____

Address: _____ City/State/Zip: _____

Email: _____ Cell: _____ Alternate Phone: _____

Description of booth activities, handouts, etc: _____

Preferred booth set-up time (please check one): Thursday 5pm - 7pm Friday 10am – 3pm

Vendor Fees

- Booth space (10x10) \$100 \$ _____
- Booth space (10x20) \$200 \$ _____
- Corner space \$50 \$ _____

*corner booths are premium spots, in addition to a standard booth purchase and awarded on first-come, first-served basis

- Electricity 110v/30 amps or less \$50 \$ _____ (1 standard outlet for 2 plugs)
- Late Fee \$50 \$ _____

(A late fee will be assessed if vendor agreement & payment are not received by **Friday, August 27, 2010**. Late applications will not be accepted after Friday, **September 10, 2010**.)

Total Enclosed \$ _____

Vendors must provide their own tents, tables and chairs. To rent any of these items in advance contact Christie at 817.557.1009.

Please make checks payable to City of Lewisville and send with completed application to:

Promoter Line, Inc.
 Attn: Western Days
 4218 Gateway Drive, Ste 140
 Colleyville, TX 76034
christie@promoterline.com
 Phone: 817.557.1009/Fax: 817.557.6155

Rules and Regulations

- Western Days is an outdoor event held regardless of weather conditions.
- Vendor fees shall be paid in advance and are non-refundable. **Vendors are accepted on a first come first served basis.**
- Vendors are to remain in their booths during festival hours, unless otherwise noted.
- Tents, tables and chairs will not be provided. Vendors shall drape and cover all tables and counters.
- Vendors manning a booth must be over the age of 18 or accompanied by an adult.
- It is the responsibility of the vendor to collect & report sales tax from the event in the name of the taxing authority of the Town of Flower Mound. Vendors are required to have a Texas State Sales and Use Tax Permit clearly showing their tax ID # posted in the booth at all times.
- Vendor tents must be in excellent condition, weighted and held down by blocks or weighted buckets. "In-ground" stakes, such as straight or hammer-driven will NOT be permitted.
- Vendor parking is limited to a designated area. A map and complete information will be included in your acceptance packet. Vehicles not in the designated area are subject to being towed at the owner's expense or ticketed by the Lewisville Police Department. Observe all traffic signs. Vendors not complying with parking instructions may be asked to leave the show without refund of fees paid.
- All vendor vehicles must be moved to the designated parking area after loading or unloading prior to 5pm Friday.
- Vendor tents must have a fire retardant tag attached or a fire retardant certification from the manufacturer. **A fire extinguisher must be in your booth at all times.** Inspections will be performed by the City of Lewisville.
- Vendors are responsible for the cleanup of trash inside and around their booth. Trash receptacles will be located throughout the area. Portable restrooms will be available for vendor and guest use.
- Deadline for vendor fee payment is **August 27, 2010. Beginning August 28, 2010 a \$50** charge will be added to the vendor fee.
- All participating vendors shall strictly adhere to hours of operation for move-in and move-out. Event Management reserves the right to change dates, hours or location. **Booth placement is at the sole discretion of Event Management.**
- Vendor shall conform to all statutes, ordinances, rules, orders, regulations and directions issued by any authorized authority of the federal, state or city government, including but not limited to, rules and regulations issued by the facility housing the festival.
- Event Management reserves the right to stop or remove from the festival any vendor or vendor representative, performing any act or practice, which in the opinion of Event Management is objectionable or detracts from the purpose/objective of the festival.
- Event Management reserves the right to decline a vendor's application if they deem their product or service not suitable for the event or if there are numerous vendors previously confirmed to sell that same product or service.
- If accepted, vendors will receive an acceptance packet 2 to 3 weeks prior to the event. The packet will contain parking passes, maps and a general information letter.
- Property brought onto the premises by any vendor is at the vendor's sole risk and shall be removed from the premises during designated move-out times. Event Management shall have the right to remove from the premises any remaining effects left after designated move-out time at vendor's cost, if applicable.
- Vendor retains liability and assumes all risks of loss and/or damages on site or in connection with transportation, display, storage and sale of merchandise at the Western Day festival. Security is provided from 9pm Thursday to 7am Friday and then again overnight Friday night.
- Painting, mixing of chemicals or possession of explosive materials is not allowed at any time.
- The displaying and or carrying of firearms are strictly prohibited except for uniformed officers of the local Police Department.

Agreement of Liability Waiver

I hereby release, waive, discharge, covenant not to sue and agree to hold harmless for any and all purposes Promoter Line, Inc., The City of Lewisville, Texas, its officers, employees, successors, assigns, sponsors and volunteers (collectively "the City") from any and all liabilities, claims, demands, personal injury including death, or property damage that may be sustained by me while participating in the Western Days event, including injuries or damages sustained as a result of the negligence of the City.

Venue

The Parties agree that if legal action is brought under this contract, exclusive venue shall lie in the Courts of Denton County, Texas, and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

Contract Agreement

I have read the General Information regarding the 2010 Western Days festival. By paying the vendor fee, I have agreed to the conditions and terms of this contract. I understand payment must be received with a completed Agreement by **August 27, 2010**. I also understand that after **August 28, 2010**, a late fee of \$50.00 will be assessed. The late fee should be included with application if Vendor Agreement and payment are not received by due date.

It is understood and agreed by applicant that this entire document constitutes a contract between Vendor and the Western Days festival only when Event Management confirms this contract. Confirmations may be mailed, faxed or emailed. Acceptance of money by the Western Days festival is not binding if fee is returned before acceptance and confirmation of this contract. Verbal agreements or promises made verbally and not specifically stated and confirmed in writing, as part of this Contract, shall not be binding. **I have read the aforementioned Rules and Regulations and agree to all of the terms and conditions as they are written.**

Signed by Non-Profit Group Rep: _____ Date: _____