



VENDOR/EXHIBITORS APPLICATION

Saturday, December 5, 2015

3pm to 6pm

The Town of Prosper is now accepting applications for our **2015 Prosper Christmas Festival!** The event provides an excellent opportunity to jumpstart your holiday sales. Last year, **nearly 5,000 festival guests** enjoyed our annual holiday celebration in Historic Downtown Prosper, and we'd like you to be a part of our event this year! **APPLY AND PAY BY OCTOBER 1 TO RECEIVE A \$10 DISCOUNT!**

Please Note: All applicants must submit a copy of their current "Texas Sales Tax Permit" or their "Texas Sales and Use Tax Exemption Certificate" to be considered eligible. Eligibility will be verified based on these certificates, and databases of the Texas Comptroller of Public Accounts. All vendors must list Town of Prosper as an additional insured.

Festival Location: Historic Downtown Prosper – On Broadway between Coleman and McKinney

Festival Hours: 3pm – 6pm. Event held rain or shine. **NO REFUNDS DUE TO VENDOR CANCELLATION.**

Booth Size/Fee: **Craft/merchandise Vendor** *10' x 10' outdoor **\$60**
Non-profit Organizations *10' x 10" outdoor **\$35**
**\$10 discount applicable to applications received and paid in full by October 1, 2015.*

Electricity: One 110V electric outlet will be provided for each booth requiring electricity. All vendors using electricity must bring a 100' outdoor extension cord with grounded plugs.

Set Up/Dismantle: **9am to 11am.** All vendors must be checked in by 1:30pm and all vehicles must be relocated to assigned parking area as soon as you are unloaded or 2pm, whichever comes first. Vendors will be allotted one (1) parking space per booth in assigned parking area. **If vendors have not checked in by 1:30pm, staff reserves the right to reassign spaces or deny entry.** Instructions for day-of event check in will be forwarded upon approval of application and receipt of payment in full.

Dismantling will not be allowed prior to 6pm and must be completed by 9pm. "Dismantling" includes booth tear-down and removal of trash and litter. Upon conclusion of the event, vehicles will be allowed back into the event site for loading at the discretion of the Prosper Police Department.

Merchandise & Booths: Acceptable vendor merchandise includes original art, handcrafted items, and/or high quality gift items. Kits, novelty items, or ready to purchase items from discount retailers are not permitted, unless specifically approved. Vendors must provide a minimum of three (3) photos of proposed merchandise, along with a photo or description of their booth with the application. **Applications will not be accepted without merchandise photos.**

Canopies are required for **ALL** vendors and all booths must be self-supporting. Vendors must furnish their own display tables, chairs, tents/canopies or booths, and are encouraged to **decorate in the holiday spirit****. Vendors must be prepared to make change. **SPACE HEATERS AND PERSONAL GENERATORS ARE NOT PERMITTED.**

Staff reserves the right to have vendors discontinue sale of any items.

Vendors may request a space to exhibit and sell their products within the Prosper Christmas Festival event area on a first-come, first served basis by completing the attached **Vendor Application** and completing the online application at prosperparksandrec.org. Festival staff will make final decisions on event vendors and each vendor will receive written confirmation when their application has been approved. Booth locations will be allocated at the discretion of the festival staff.

APPLICATION/PAYMENT DEADLINE – NOVEMBER 13, 2015

Contact Information: Julie Owen-Shivers ♦ julie_shivers@prospertx.gov (972) 569-1064 ♦ Town of Prosper, P. O. Box 307, Prosper, TX 75078

The Town reserves the right to refuse any vendor that does not comply with the above listed rules and regulations, including day-of event.



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Rules and Regulations and Indemnification Agreement

1. Prosper Christmas Festival is a family-friendly event, and exhibitors and vendors must agree to meet the high standards that are hereby outlined.
2. Prosper Christmas Festival reserves the right to revoke or refuse to grant space at any time without recourse by the exhibitor or vendor and shall not be held liable to anyone for this action.
3. Only completed applications will be considered; applicants will receive a notification letter of acceptance and set-up guidelines.
4. **Set-up may begin no earlier than 9am on the Event day, and must be completed by 2pm on the Event day. Tear-down may not begin within the designated area until 6pm or special consideration by Festival chair on the Event day, and must be completed by 9pm on the Event day.**
5. **All booths are required to be open between 3pm and 6pm on the Event day.**
6. All property of the vendor or exhibitor must be removed from Event grounds after the Event on 9pm. There will not be on-site security for items left overnight. Any property remaining on the Event grounds after the Event may be removed and disposed of by the Town of Prosper, at the vendor/exhibitor's expense, in any manner deemed appropriate by the Town. Vendor/exhibitor releases the Town of Prosper for any damages, loss or otherwise resulting from the Town's removal and/or disposal of property in accordance with this paragraph.
7. Exhibitors and vendors will be responsible for any extension cords, extension cord covers, lighting, etc. that is provided by the Town or by local Prosper businesses.
8. All vendors/exhibitors must keep merchandise, materials, etc. inside their booth area, unless otherwise approved by Event officials.
9. No exclusive rights for sales of any item will be guaranteed.
10. Vendors/exhibitors are solely responsible for having cash on hand to make change.
11. Exhibitors and vendors are solely responsible for the security of their booths and the contents therein.
12. Exhibitors and vendors may only sell items or conduct the activities that have been specifically approved in writing by the Town of Prosper. Changes in products to be sold and/or given away and/or activities must be approved in writing by Prosper Christmas Festival officials prior to the Event.
13. No hook-ups will be provided for mobile homes, travel trailers, or RVs at the Event site.
14. The possession and selling and/or offer to sell weapons or fireworks is prohibited on Event grounds. If caught with weapons and/or fireworks, your booth will be closed immediately.
15. The following items, among others, will not be allowed for sale and/or giveaway during festival hours: glass-bottled water or soft-drinks, sticks, alcohol or alcohol related paraphernalia, tobacco and tobacco related paraphernalia, all things resembling drug paraphernalia or with drug emblems, and all things pertaining to inappropriate language or nudity.
16. No pets are allowed on Event grounds at any time.
17. Exhibitors/vendors are required to clean up their space prior to vacating the premises. Booth space shall be returned to the condition it was in prior to Vendor's and/or Exhibitor's use of same. Approved exhibitors/vendors are responsible for the space provided and may not sublease or sublet the space to other parties. If parties other than the approved applicant occupy the space, these parties will be asked to leave immediately, and the booth may be closed immediately.
18. Should the Event be postponed or cancelled for any Act of God, public safety and welfare, or for any reason whatsoever, Vendor/Exhibitor hereby releases and forever discharges the Town of Prosper, its officers, council members, employees, representatives, agents and volunteers from any and all liability and claims for damages and/or loss which result from such postponement or cancellation.
19. Vendor/Exhibitor agrees that its' employees involved with the Event shall not drink beer, wine, or any other alcoholic beverage while performing their duties under this Agreement. **Alcoholic beverages may not be brought into any part of the Event area including, without limitation, the Vendor/Exhibitor booth.**
20. Participants will be asked to leave immediately if not in compliance with Event rules and regulations.

Vendor shall indemnify the Town of Prosper, their respective officers, council members, volunteers, directors, employees, representatives and agents against, and hold the Town of Prosper, their respective officers, council members, volunteers, directors, employees, representatives and agents harmless from, any and all claims, actions, liability, lawsuits, judgments, damages, injuries (including death), costs or expenses, including reasonable attorney's fees, for injury to person or property or death of any person resulting from or based upon, in whole or in part, any act performed or omission in the performance of this Agreement by Vendor, its agents, officers, representatives, volunteers and employees. This indemnity is intended to protect the Town of Prosper, and their respective officers, council members, directors, employees, representatives, volunteers and agents, from consequences of their own negligence. The provisions of this paragraph shall survive the termination of this Agreement.

Vendor, its officers, directors, representatives, volunteers, agents and employees do hereby waive any and all claims for damage, injury or loss to any person or property, including the death of any person, that may be caused, in whole or in part, by the act or failure to act of the Town of Prosper, their respective council members, officers, agents, directors, representatives, volunteers and/or employees. Vendor, its officers, directors, representatives, volunteers, agents and employees assume the risk of all conditions, whether dangerous or otherwise, in and about the premises of the Town of Prosper, and waive any and all specific notice of the existence of any defective or dangerous condition in or about said premises. The provisions of this paragraph shall survive the termination of this Agreement.

Vendor hereby releases the Town of Prosper, their council members, officers, agents, directors, representatives, volunteers and/or employees from any actions for any loss damage sustained by reason of any defect of any part of the water supply system, the sewage and drainage system, the gas system, electrical apparatus and/or wiring on the Event site and/or booth(s) and/or any other premises or band stand, and for any loss or damage resulting from fire, theft, water, tornado, rain, snow, strikes, civil commotion riot, or otherwise caused by gross negligence of the Town of Prosper, their respective council members, officers, agents, directors, representatives, volunteers and/or employees.

Failure by Vendor to comply with any of the "Vendor Rules and Regulations and Indemnification Agreement" shall be sufficient cause for termination of this Agreement by the Town of Prosper. In the event of termination, Vendor shall immediately vacate Event property, removing all equipment, materials, supplies and any other property of Vendor; in addition, the Town shall have other rights and remedies available at law or in equity, which rights and remedies shall be cumulative. Vendor acknowledges that this Agreement is not a lease but only a revocable license to operate the activity described herein.

SIGNATURE _____ **DATE** _____
Vendor/Exhibitor Signature & Date

SIGNATURE _____ **DATE** _____
Town Representative Signature & Date

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