

2019 Prosper Christmas Festival

Saturday, December 7. 3-7pm at Prosper Town Hall.

DEMONSTRATION APPLICATION

COMPANY / ORGANIZATION NAME _____

CONTACT NAME _____ PHONE _____

WEBSITE _____ EMAIL _____

The Town of Prosper is seeking a limited number of unique demonstrations, practical exhibitions that teach or illustrate, for the 2019 Prosper Christmas Festival! There will be no charge for demonstrations, yet each will require approval, which will be issued according to: space; appropriateness for a family friendly event; and audience appeal. Please follow the steps below for consideration.

1. Describe your demonstration and what you will illustrate _____

2. Provide/attach at least three (3) photos or graphics showcasing your demonstration.

3. Will you require electricity?

4. Sign and date pages 1, 2 and 3.

5. If you will be using food in your demonstration, a Temporary Health Application may be required. Contact Megan Johnson, Health Code and Compliance Supervisor, at megan_johnson@prosper.tx.gov for details.

6. Return this application to Trevor Helton (975-569-1064) at trevor_helton@prosper.tx.gov.

Upon approval of your demonstration, the following items will be required:

- Certificate of Insurance: The Town of Prosper minimum liability insurance requirements for event participants are: Liability And Medical Expenses – Limit \$1,000,000 per occurrence; Products or Other Than Products – Limit \$1,000,000 per occurrence. Town of Prosper must be listed as “additional insured.” For more information about Certificates of Insurance, please contact your Insurance Agency or a company specializing in vendor, exhibitor, or special event insurance.
- A copy of your Texas Sales Tax Permit or Texas Sales and Use Tax Exemption Certificate, if applicable.

Signature _____

Date _____



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RULES, REGULATIONS AND REQUIREMENTS

General

The Prosper Christmas Festival is a family-friendly event. Exhibitors, vendors and sponsors must agree to meet the high standards that are hereby outlined. Prosper Christmas Festival reserves the right to revoke or refuse to grant space at any time without recourse by the exhibitor, vendor or sponsor and shall not be held liable to anyone for this action.

Only completed applications will be considered; applicants will receive a notification letter of acceptance and set-up guidelines.

No pets are allowed on event grounds at any time.

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. There will be no refunds.

Vendors/exhibitors must keep merchandise, materials, etc., inside their booth area, unless otherwise approved by Event officials.

No exclusive rights for sales of any item will be guaranteed.

Vendors/exhibitors are solely responsible for having cash on hand to make change.

Vendors/exhibitors are solely responsible for the security of their booths and the contents therein.

Vendors/exhibitors 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.

No hook-ups will be provided for mobile homes, travel trailers, or RVs at the event site.

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.

Participants will be asked to leave immediately if not in compliance with event rules and regulations.

The following items, among others, are not allowed for sale and/or giveaway during festival hours: glass-bottled water, 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.

Vendors/exhibitors 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.

Vendors/exhibitors agree 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.**

Completion of this application does not guarantee booth space for the Prosper Christmas Festival.

In order to provide a variety of options for residents to enjoy, the Town reserves the right to limit the number and types of products and services offered.

The Town of Prosper has the exclusive right to select the Santa Claus for the festival who shall be the sole Santa Claus at the event.

Staff reserves the right to revoke a vendor's booth space and discontinue sales of items.

The Town of Prosper reserves the right to deny approval to a festival participant, who, in our opinion, is unlikely to contribute to our mission or does not align with our organizational values. The Town reserves the right to refuse any festival participant that does not comply with the above listed rules and regulations, including day of event.

Signature _____

Date _____



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Indemnification Agreement

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 _____

