



(Deadline June 1, 2023)

Company Name _____ Contact Person _____
 Address _____ City _____
 State _____ Zip Code _____
 Phone _____ Cell Phones: _____
 Email Address _____

Description of Items intended for sale or display during this event. Food vendors must provide description of menu items. Craft vendors are prohibited from selling any food or drink

(Edible items may be sold by food vendors only)

Complete description of special needs, requests _____

Vendors must supply their own tents, tables, chairs and extension cords.

List the number of booth(s) and amenities you will need of the following

_____	Food Space (10 ft x 10 ft, you must bring generator)	\$ 65.00
_____	Food Space (10 ft x 20 ft you must bring generator)	\$85.00
_____	Non Food Booth (10 ft x 10 ft) + (1) 110 volt shared electrical outlet	\$50.00
_____	Non Food Booth (10 ft x 20 ft) + (1) 110 volt shared electrical outlet	\$ 65.00
_____	Non Profit Booth (10 ft x 10 ft) + (1) 110 volt shared electrical outlet	\$ 25.00

Subtotal \$ _____

Total Paid \$ _____

PAYMENT INFORMATION

PLEASE DON'T SUBMIT A PAYMENT UNTIL YOU ARE APPROVED. YOU WILL RECEIVE AN INVOICE FROM OUR ACCOUNTING DEPARTMENT.

FOOD, PROMOTION & MERCHANDISE VENDOR AGREEMENT

THIS APPLICATION WILL NOT BE ACCEPTED UNLESS ALL FOUR PAGES ARE COMPLETED AND ALL ENCOMPASSING PICTURES OF ITEMS INTENDED FOR SALE ARE SUBMITTED. (Photos will not be returned)

Your application will be reviewed and if selected you will be notified. We strive to maintain a large variety of products in all areas and do not wish to overload any one category.

This agreement entered into this ___ day of _____, 2022 by and between City of Sanger, hereinafter referred to as “Grantor”, and _____ herein after referred to as “Vendor”.

For and in consideration of the mutual covenants herein contained and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged Grantor and Vendor do hereby agree as follows:

1. **SITE AND DATE.** Vendor shall have the right to provide the goods and/or services set forth below at Freedom Fest to be held at Porter Park, 2201 S. Steemons, Sanger, TX hereinafter referred to as “THE EVENT”. The event is an outside venue.
2. **PAYMENTS.** Vendor shall reserve and pay the following booth rates. Vendor shall make such payments to the City of Sanger once approved. All application fees must be paid prior to June 1, 2023.

Food Space (10 ft x 10 ft, you must bring generator)	\$ 65.00
Food Space (10 ft x 20 ft you must bring generator)	\$85.00
Non Food Booth (10 ft x 10 ft) + (1) 110 volt shared electrical outlet	\$50.00
Non Food Booth (10 ft x 20 ft) + (1) 110 volt shared electrical outlet	\$ 65.00
Non Profit Booth (10 ft x 10 ft) + (1) 110 volt shared electrical outlet	\$ 25.00

APPLICATION DEADLINE – June 1, 2023

3. **GENERAL CONDITIONS.** The following general conditions shall govern Vendor insofar as The Event or activities related thereto are concerned. Please be aware that the Event goes on rain or shine.
 - a. **Signs.** Location, content and size of all signs of Vendor shall be limited to vendor booth space, advertising the merchandise or group selling the merchandise. Vendors selling products should include on their Signage that sales tax is included in the price of the item.
 - b. **Operations.** The operations and conduct of Vendor during The Event shall be subject to the approval of the Event Director. In the event it is determine that any of the vendors merchandise, operations or conduct are not consistent with the standards of The Event, the Event Director shall so notify Vendor and if Vendor fails to correct such merchandise, operations or conduct, the Event Director shall have the right to require the Vendor to cease operations at The Event. This may also result in the Vendor not being invited to participate at a future event.
 - c. **Location.** The Event Director will determine and notify the Vendor of the location(s) that the Vendor may use for his operations during The Event.
 - d. **Hours.** Festival operating hours are listed below:

Saturday – Gates 5:00 PM – 10:00 PM

Merchandise Vendors should be open by 4:30PM on Saturday

Vendors are required to stay open throughout the day until festival closing time in the evening. (Closing times listed above)
A penalty will be assessed for closing and/or vacating event early. Absolutely no vehicles allowed in the event area between the hours of 5:00 PM - 10:00 PM on Saturday

- e. **Operations of Vendor.** Grantor strives to maintain a large variety of products in all areas and does not wish to overload any one category. Subject to the terms of the Agreement, Vendor intends to sell the items listed on page one of this agreement. No additional items may be added or substituted without specific permission from the Event Director. All items must be approved by the Grantor. Vendor will not be permitted to use excessively loud music or amplified announcements during his operations at The Event. Event Director shall have the determination and the absolute discretion as to whether or not any music used by Vendor is excessively loud.

Vendor Initials

- f. **Health Permit.** Food vendors are responsible for obtaining and abiding by any and all necessary health permits and guidelines from City of Sanger, Texas.
 - g. **Employees.** Vendor shall not employ any individual under the age of sixteen (16) years to work at The Event. Any individual under the age of eighteen (18) years working for Vendor at The Event shall do so only under the direct supervision of an adult. All employees of Vendor shall conduct themselves at all times in a manner acceptable to the Event Director.
 - h. **Cleanliness.** Vendor's operations at The Event shall be, at all times, conducted in a clean, orderly, and legitimate manner in accordance with existing ordinances and laws regulation operation of the nature of Vendor. No rubbish, glass, bottles or cans of any kind shall be placed upon the ground or in any buildings by Vendor or his employees, all such items to be placed in appropriate trash receptacles. Vendor shall maintain the area immediately around his place of operation and such area shall be kept clean and sanitary by Vendor. Failure to clean-up your surrounding area could jeopardize your return to the festival or a clean-up fee could be assessed.
 - i. **Waste Water. Vendor shall not dispose of any wastewater or grease except through regular gray water or grease containers provided by the Grantor. Failure to comply with this procedure could necessitate your removal from the event, or a fine to cover the cost of the extra clean up.**
 - j. **Applicable Taxes.** Vendor is responsible for submitting all applicable taxes, including sales tax, directly to the proper agencies. **You must have Sales Tax Number unless you are a non-profit organization.**
Vendor Sales Tax Number _____
 - k. **Liability.** Freedom Fest/ City of Sanger, Grantor, will not be liable for any losses or damages sustained by Vendor as a result of the rights granted to Vendor under this Agreement of Vendor's operations at The Event. Vendor, as part of the consideration hereof, does hereby indemnify and hold harmless Freedom Fest / City of Sanger, its officers, employees, representatives, City of Sanger from any and all claims for damages or injuries (including death) of any nature and kind, suffered or asserted to have been suffered by any person or property of any person growing out or resulting from or in any way connected to Vendor's operations at The Event. Food and attraction vendors are required to provide a Certificate of Insurance with their application in the amounts of one million dollars per occurrence and two million dollars in aggregate and The City of Sanger and named as additional insured.
 - l. **Electric Power.** All food vendors must provide generators. Non Food vendors will be provided (1) 110v plug. Vendor must provide extension cord. Minimum of 100 ft.
Fire Department. Fire extinguisher required for food vendors.
 - n. **Subletting of Space.** Vendor does not have the right to sublet any booth space without the prior written consent from the Event Director or Executive Director.
 - o. **Security.** Security is provided to monitor the festival grounds; however, the Grantor is not responsible for lost or stolen items.
 - p. **Setup.** Setup will begin on Saturday, July 2nd.. You will be notified via email of setup times and instructions.
4. **CANCELLATION POLICY.** A cancellation fee of \$40.00 will be deducted from all refunds requested in writing prior to June 1, 2023. There will be no refunds, for any reason, after June 1, 2023. All application fees must be paid prior to City of Sanger bu June 1, 2023. Access may be denied if application fees have not been paid.
5. **INITIAL.** By initialing at the bottom of each page you understand and agree to abide by the rules and guidelines set forth in this agreement.

We have read and understand the Festival regulations and agree to abide in full. I also agree that if accepted, this application is a binding commitment to full payment of fee to the City of Sanger.

AGREED AND EXECUTED as of the date first above written.

City of Sanger/ Freedom Fest, VENDOR

Vendor Signature _____ Date _____

Complete and return this form, a copy of your insurance certificate (ONLY if you are selling food or have a ride attraction), and a credit card number or check payable to:

BY MAIL:

City of Sanger
Attn: Freedom Fest
502 Elm Street
PO Box 1729
Sanger, TX 76266

OR BY EMAIL:

Donna Green
Freedom Fest Event Director
dgreen@sangertexas.org

OR IN PERSON:

Sanger City Hall
502 Elm Street
Sanger, TX 76266