



## VENDOR POLICY

---

- 1. Booth Size & Assignment.** Town Staff will assign booths for vendors. Vendors cannot trade spots, nor can they move to another spot without approval from Town Staff. Booth sites measure ten feet by ten feet (10 ft. x 10 ft.). Vendors may supply a stand, counter, tent, or tables not to exceed the width of one booth space. If you bring a tent, consider how you will weigh it down in case of winds, as you will not be able to use tent stakes (See "Tented Vendor Fire Marshal Requirements" for structure requirements). Food trucks should be no longer than 26 feet.
- 2. Hours of Operation.** You are required to have your booth open to the public during the entire event. In some cases, you may be required to remain open after the events' scheduled hours.
- 3. Set Up and Tear Down.** Set up is required to be completed by the required time given by the event organizer. No early tear-down allowed. The Town Staff reserve the right to refuse a future application form or refuse future display privileges to any vendor who leaves early.
- 4. Booth Equipment & Construction.** All booths must be adequately staffed and maintained in complete form on the day of the event. Nails, screws, tapes, glues, and all other fasteners are prohibited to secure any and all tents, tables, chairs, or other fixtures of Town property. All vendors are required to keep their space neat and orderly at all times.
- 5. Open Flame.** No combustion devices or open flames are allowed.
- 6. Noise.** Any usage of any type of noise-making devices must have prior written approval by Town staff.
- 7. Drawings/Giveaways.** Free drawings and giveaways are permitted contingent upon Town staff approval. All items to be used in the drawings and giveaways must be listed on the Vendor Application and approved by Town Staff.
- 8. Solicitation.** Vendors are prohibited from soliciting outside of their assigned booth space. Literature is prohibited from being placed anywhere on the grounds, including but not limited to car windshields, bathrooms, picnic areas, etc. The Town of Trophy Club reserves the right to charge a clean-up fee to anyone violating this rule.
- 9. Authorization to Distribute Products.** The Town hereby authorizes Vendor to sell only the products requested at the scheduled event in the Town of Trophy Club. Town Staff reserves the right to require the removal of any item that may present a conflict. All products shall be consistent with all town, county, and state health department regulations. The Town of Trophy Club reserves the right to inspect all products distributed by Vendor at the event. At its expense, the Vendor shall obtain all licenses and permits that may be required by any public authority for the distribution of any of the products. This includes all permits and licenses required by both the Town and the Denton County Health Department. Vendors are not permitted to roam the grounds to sell or hand out anything. No petitions may be circulated in any place other than your booth without prior written approval from Town Staff. No signs or activities may be placed outside of your booth space. No discharge of gray water is permitted.
- 10. Sales Tax.** The vendor shall be solely responsible for the payment of all required taxes to local, state, and federal authorities and shall keep such records of transactions as may be required by such authorities. The Town of Trophy Club sales tax rate is 8.25%.
- 11. Attire.** All vendors must dress appropriately. Shoes and shirts are required. No person working and/or representing a booth or stand shall wear clothing that makes mention of or reference to any obscenities, political ideology or affiliation, sexually explicit material and/or drugs.

12. **Drugs, Smoking and Alcohol.** No smoking or illegal drugs will be permitted on-site. Alcohol sales are only permitted at select Town events. Consumption of alcohol by individuals operating as vendors at the event is strictly prohibited.
13. **Animals.** Animals are not allowed in vendor booths. Exceptions will be made for assistance animals.
14. **Exceptions.** Any exception(s) to foregoing any rule must have prior written approval by the Town of Trophy Club.
15. **Transfer of Agreement.** The Town of Trophy Club and the vendor hereby agree the services specified in this agreement may not be transferred, delegated, or assigned in any way, shape, or form or for any reason.
16. **Agreement Termination.** This agreement may not be terminated prior to its normal conclusion, except as provided in this section. The Town of Trophy Club may terminate this agreement without notice and forthwith remove the vendor from the premises for selling unauthorized items, failure to sell from the assigned booth space, or breach of any part of this agreement, including without limitations, failure to timely pay the booth fee set forth herein.
  - a. No refunds shall be given to the vendor should this agreement be terminated due to the vendor being removed from the premises for any reason.
  - b. The vendor may terminate or cancel this agreement by mailing or emailing a request in writing which states reasons for cancellation. This request must be received no later than 45 days prior to the event; otherwise, this agreement may not be terminated or canceled prior to its normal conclusion. No refunds will be granted after 45 days prior to the event. Request for refund must be in writing.
  - c. No refund will be issued due to inclement weather, war, flood, disaster, an act of God, strikes, riots, or scarcity of fuels or energy.
17. **Liability, Insurance, Indemnification and Permits.** Vendors are responsible for all appropriate licenses and permits for their operation. Vendor acknowledges that Vendor shall always be acting as an independent contractor and understands that nothing in this Agreement shall be constructed to make Vendor an agent of the Town and that the Town is not directing the manner of the activities of Vendor. Vendor Agrees that all employees and agents of Vendor have no relationship with the Town. The employees and Agents of Vendor are not Town agents or employees. Vendor accepts full responsibility for all liability for damages to persons or property arising out of its use and occupancy of the Premises and the distribution of the products therefrom. If Vendor prepares or hands out open food at the event, the Vendor is required to provide proof of insurance. In this circumstance, Vendor shall deliver to the Town prior to occupying the Premises, a certificate of insurance evidencing General Liability Insurance with minimum liability limits of not less than \$1,000,000 per occurrence, \$1,000,000 products liability, and a \$1,000,000 general aggregate limit. The policy will be endorsed to include the Town of Trophy Club as additional insured and be primary over any other valid and collectible coverage available to the Event. The policy will include Contractual Liability insuring the indemnity obligation of this Agreement. The Certificate shall state that the Town will be notified in writing 30 days prior to cancellation, material change or non-renewal of insurance.