

2017 BURN BENEFIT VENDOR INFORMATION

October 13, 14, 15, 2017

JEFFERSON, TEXAS

Dear Merchandise, Arts & Crafts or Food Vendor,

We appreciate your interest in the **2017 Continuing the Ride Burn Benefit**. This is the continuation of a long-running benefit held in Jefferson, albeit with a new name, but keeping the same mission. We at the **Phoenix Organization** and **Auntie Skinner's Riverboat Club**, have always been a part of the benefits and fundraisers here in Jefferson, Texas. We love to give back to our community as much as we can. "**Continuing the ride for burn survivors**" is just the beginning of a long adventure. Although there is a lot of work to do, we are striving for a better today and a better tomorrow. Your, and attendee, support has allowed us to nearly double our annual contribution each year to the **Percy R. Johnson Burn Foundation** and children's "**Camp I'm Still Me.**" We appreciate all of those who have helped us along the way as we could not have done it without you.

Enclosed, please find an application/information sheet. In order to be a part of the benefit, you MUST provide at least three (3) photos, with detailed list and description of the merchandise you intend to sell, and a photo of your booth, with your application. The Phoenix Organization reserves the right to limit the number of booths with similar items and the right to remove unapproved items. **If you have participated in other events, photos of your booth setup would be very helpful.**

We continue to grow and improve every year, so this year there are a **few changes** to vendor setups and space availability. We are introducing "**Premium Locations**" and "**Requested Locations,**" as well as distributing vendors among the attendees to help increase your visibility and sales potential. More information on these can be found on our website or by contacting one of us below. However, we have not increased **basic booth** fees. This year, it is critical all vendors, *regardless of profit or non-profit status or if you are a resident of Marion County*, return the **City of Jefferson Itinerant Merchant Permit Application**. Also, if you require power for your booth, you must include the **Power Fee (regardless of Profit or Non-Profit status)** and indicate the amount (in amps) and the type and quantity of plugs you require.

Lastly, setup times have changed to make it easier for you to quickly and efficiently setup your booth. **Setup for Food Vendors and large booths** (10x30 or larger) will be **Thursday Evening after 5 p.m.** All other vendor setups will be **Friday Morning from 8 a.m. to Noon.** **Tear down is Sunday between Noon and 5 p.m.** *Details on your location and setup time will be provided approximately two weeks prior to the event. See Terms and Conditions for more details.*

If you have any questions, please feel free to contact us at any time.

Again, **thank you** in advance for your continued support of us and this cause.

Michelle Fox-Davis, president
Phoenix Organization/Auntie Skinners
903-472-2547 or 903-665-7121
jeffersonburnbenefit@yahoo.com

Amber Morris
Secretary/Treasurer
Phoenix Organization
amber_auntieskinners@yahoo.com

V. Hugh Lewis II
2017 Vendor Coordinator
903-240-9049
hlewis@roundtuit.com

Enclosed:

- Vendor Terms and Conditions
- Food Vendor Application
- Arts and Crafts Vendor Application
- City of Jefferson Itinerant Merchant Permit Application

2017 BURN BENEFIT VENDOR TERMS AND CONDITIONS

October 13, 14, 15, 2017

JEFFERSON, TEXAS

1. **Definitions.**
 - **Organization.** The Phoenix Organization is the Sponsoring Organization and organizer of the Event, its directors, officers, employees, volunteers, agents, representatives, servants, licensees, invitees, patrons, guests, or contractors or their personal representatives, assigns, heirs and next of kin
 - **Event.** The 2017 Continuing the Ride Burn Benefit in Jefferson, Texas.
 - **Date.** Event will take place **October 13, 14 and 15, 2017.**
 - **Requested Location.** Vendor location requested by Itinerant Merchant.
 - **Vendor.** Itself, its directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests or contractors and their personal representatives, assigns, heirs and next of kin
 - **Agreement.** This document (2017 Burn Benefit Vendor Terms and Conditions), 2017 Burn Benefit Arts and Crafts Vendor Application, 2017 Burn Benefit Food Vendor Application, and City of Jefferson Itinerant Merchant Application.
2. **General Assumption.** It is hereby understood the Event is held regardless of weather conditions.
3. **General Indemnity.** Vendor hereby agrees to indemnify, save and hold harmless the Organization, Event and releases, waives, discharges and covenants, not to sue, and to hold harmless, the Organization and/or Event, and each of them, from all liability to Vendor of all losses or damages, liability or cost and any claim, demands, actions, causes of actions, penalties, judgements and liabilities of every kind and description, including court costs fines, penalties and reasonable attorney fees, therefore on account of injury to the person or property or resulting death of Vendors arising out of, caused by, act of omission by Organization, Event or Vendor, or relating to the Organization and/or Event, whether caused by, or omission of the Organization and/or Event or otherwise or from any breach by Vendor, Organization, or Event, of any term or condition of the Agreement.
4. **Responsibility.** Vendor hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Event, whether caused by the negligence of the Organization, Event or otherwise.
5. **Safety/Security.** Vendor assumes all responsibility and liability, and agrees to hold harmless Organization, Event, or otherwise, for the safety and security of a Vendor's property, agents or employees, from theft, damage by fire or any other cause.
6. **Accept the location assigned.** Unless you have requested, and paid for, a *Premium Location*, or a *Requested Location*, you agree to accept the location assigned to you by the Organization and/or Event. Organization agrees to make every effort to accommodate *Requested* and *Premium Location* requests, but the Organization reserves the right to make a final decision for location assigned. Assignment of Location is at the sole discretion of the Organization and/or Event.
7. **State Sales and Federal Income Tax.** Vendors are responsible for all applicable sales taxes and Vendor Income Tax. A copy of your State Sales Tax Permit and Permit Number is required. *Vendors who do not provide this information will not be allowed to participate.*
8. **Insurance.** Vendor hereby agrees to have and present upon request, all adequate and current liability insurance. Vendor further agrees the Liability Insurance of Organization and/or Event does not apply and is not adequate to cover any Vendor Liability or Loss.
9. **Items for Sale.** Vendor agrees to sell only items, or similar items, listed on the Application Form during the Event. The Organization reserves the right to remove any items not approved in Vendor Application.
10. **Official Merchandise.** Items designed to be passed off as Event Merchandise by use of Organization Name, Event Name, City, Date, Trademarks, etc., or which can be construed to have this effect are not permitted. Vendor agrees to **not** sell or provide free of charge these types of events unless by separate written agreement with the Organization.
11. **Generators.** The use of generators is not permitted within the boundaries of the Event. Access to Power, Water and Liquid Waste Disposal is available, by prior request and with submitted fee as indicated on Agreement. If a generator is required for operation it must be indicated at the time of submission of Agreement and approved by Organization and/or Event prior to Agreement acceptance.
12. **Rigs and/or Trailers.** All Vendors with Rigs and/or Trailers to be displayed must arrive at the assigned time in order to be placed in their Organization assigned location unless agreed, in writing, by the Organization and/or Event. Failure to arrive during the specified times, Vendor agrees to wait to perform setup activities until such a time as Organization and/or Event designates. If the pre-assigned location cannot be accessed easily by Vendor due to late arrival, then Organization and/or Event, reserves the right to assign a new location to Vendor. Any Premium Space or Reserve Space Fees shall not be reimbursed in the event of late arrival and unavailability of access to space. Vendor agrees any loss of sales is the sole responsibility of the Vendor.
13. **Illegal or Controlled Substances and Items.** Vendor agrees to not provide, display or sell any State or Federally designated Illegal or Controlled Substances, fireworks, specialty items, paraphernalia, weapons including but not limited to firearms and knives, merchandise containing racial slurs, obscenities, trademark or copyright infringements, or other material determined to be offensive by the Organization. Vendor agrees a violation of these items will be reported to local law enforcement.
14. **Payment.** All fees and information required by Agreement, the City of Jefferson, State of Texas, and U.S. Federal Government, for Event, are **due and payable by October 1, 2017.** Organization and Event reserves the right to refuse

any Agreement submitted after **October 1, 2017**. Payment not supplied prior to October 1, 2017, constitutes cancellation of this agreement.

15. **Refunds.** No refunds will be granted for any reason, cancellation, and removal for cause, inclement weather or Act of God.
16. **Hours of Setup.** Vendor agrees to setup Vendor booth in Organization Assigned Space during the following times:
 - **Food Vendors.** Thursday, October 12, 2017, from 5 p.m. to 10 p.m.
 - **Arts and Crafts Vendors.** Friday, October 13, 2017, from 8 a.m. to Noon.
 - **Large Arts and Crafts Vendor Spaces.** Thursday, October 12, 2017, from 5 p.m. to 10 p.m.
17. If alternative Hours of Setup are required, it must be pre-approved by Organization and/or Event prior to beginning of Event.
18. **Hours of Teardown or Departure from Event.** Vendor agrees to remove Vendor booth from Organization Assigned Space on **Sunday, October 15, 2017, from Noon to 5 p.m.** If alternative Hours of Teardown or Departure from Event are required, it must be pre-approved by Organization and/or Event prior to beginning of Event.
19. **Hours of Operation.** Vendor agrees to operate Vendor booth during Event hours, which are, at a minimum, **Friday, October 13, 2017, from Noon until 8 p.m.; Saturday, October 14, 2017, from 9 a.m. until 8 p.m.; and Sunday, October 15, 2017, from 9 a.m. until Noon.** Organization and Event will provide alternative Hours of Operation during the Event if required.
20. **Access to Event Activities.** Organization agrees to provide to Vendor, all necessary Wrist Bands or IDs required for Vendor to access Event Activities.
21. **Split, Share, Sublet, Resale or Reassignment of Space.** Vendor agrees no Booth Space may be Split, Shared, Sublet, Resold or Reassigned to a 3rd Party by Vendor.
22. **Acceptance.** By signing this Agreement, Vendor agrees to abide by all Terms, Conditions and Requirements set forth in Agreement, as well as City of Jefferson, State of Texas and Federal Statutes, Rules and Regulations. Vendor agrees any and all changes to this Agreement must be made in writing and signed by both Organization and Vendor. Vendor further agrees Agreement is legally binding between Organization, Event and Vendor. Agreement is considered binding when signed by both Vendor, and Organization or Event.

Signed and Agreed on _____ Day of _____, 2017, by:

Vendor Printed Name

Phoenix Organization Representative Printed Name

Vendor Signature

Phoenix Organization Representative Signature

2017 BURN BENEFIT ARTS AND CRAFTS VENDOR APPLICATION

October 13, 14, 15, 2017 - JEFFERSON, TEXAS

Company Name: _____
 Contact Person(s): _____
 Business Address: _____
 City/State/Zip: _____
 Email Address: _____ Business Phone: (____) _____
 Website: _____ Cell Phone: (____) _____
 State Tax ID Number: _____ State of Issue: _____

Have you participated as a Vendor at this Event in the last two years? _____ **Which Year(s)?** _____

Booth Size: \$30 per 100 square foot.

• 10x10: \$30	• 20x20: \$140
• 10x20: \$60	• 20x30: \$180
• 10x30: \$90	• Larger Size needed, Fee To Be Determined
• 10x40: \$120	

Electrical Services: *Additional \$25 fee require.*

Amperage Required: _____. Size/Type of Plug Required: _____ Number Required: _____.

General Description of Items to be sold (*use back or additional sheet if necessary*): In order to be considered as a Vendor, you must provide at least three (3) photos with a detailed list and description of your merchandise along with a photo of your booth and any special setup requirements with this application. If you have participated in the last two years, and are not changing the merchandise you are offering, photos are not required if they have been previously submitted.

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Location: If you wish to request a specific (Premium or non-Premium) location, there is an additional fee. Contact us or see website for Premium locations. Approval of locations will be done on a first come, first serve basis. We will contact you directly if your location is approved. The additional fee will be due after notification, but before October 1, 2017.

Please indicate the categories which best describe your merchandise.

• Antiques	• Food	• Jewelry	• Pet Products
• Apparel & Accessories	• Garden Products	• Leather Goods	• Sports Gifts
• Art	• Gifts	• T-Shirts	• Candles
• Hats	• Music	• Toys	• Children
• Home Décor	• Novelty	• Other	•

Fees:

Booth Size: _____ \$ _____
 Electrical Services: Addt'l \$25 \$ _____
 Premium Location: Addt'l \$50 \$ _____ (Submit amount after approved)
 Location Request: Addt'l \$10 \$ _____ (Submit amount after approved)
 City of Jefferson Itinerant Merchant Permit \$ 25.00
 Total Amount Enclosed today: \$ _____

Please return this form, along with signed Terms and Conditions, City of Jefferson Itinerant Merchant Permit Application and Fees to The Phoenix Organization, Attn: Vendors, 107 W. Austin Street, Jefferson, Texas 75657.



EVENT MERCHANT PERMIT APPLICATION

Name of Business: _____

Tax ID No. : _____

Owner Name: _____

Address: _____

Phone: _____ Driver's License: _____

Name of Event: _____

Date of Event: _____

Type of Merchant

(Please Check One)

- | | | |
|-------------------------------------|---------|--------------------------|
| Food and Drink | \$50.00 | <input type="checkbox"/> |
| Merchandise | \$25.00 | <input type="checkbox"/> |
| Ride | \$25.00 | <input type="checkbox"/> |
| City of Jefferson Merchant | No Fee | <input type="checkbox"/> |
| Non-Profit Organization or Business | No Fee | <input type="checkbox"/> |

If food is offered please provide Health Dept. License Number: _____

If rides are offered list Insurance Carrier: _____

Policy Number: _____

I, certify that the facts contained in the application are true and correct to the best of my knowledge. I also understand and agree to abide by the Laws of the State of Texas and the Ordinance of the City of Jefferson.

Signature: _____ Date: _____