

VENDOR APPLICATION

Tax ID Number: _____ Festival: _____

Name: _____

Phone Number (Required): _____

Email Address (Required): _____

Website (If Applicable): _____

Type of Vendor:

Artist: \$25.00

Crafter: \$35.00

Merchant: \$45.00

Non – Profit: \$100.00

Business: \$250.00

Please describe item, product, or service you represent:

Will electrical outlet be needed: Yes _____ No _____
(Electrical outlets are limited and on a first come first serve basis and outlets are not guaranteed)

- **Electricity will be provided for lighting of booth only**

Please note:

- All applications must include 5 images showing examples of items that will be selling/exhibited at the event. Images will must be emailed upon request.
 - **City of Edinburg Library & Cultural Arts decisions are final. City of Edinburg Library & Cultural Arts reserves the right to refuse any vendor application for any reason at its own discretion.**
- By signing, you agree to the City of Edinburg Library & Cultural Arts Guidelines & grant permission to use your submitted images for promotional purposes.

Application Process:

- Complete application form and include the 5 sample images when submitting.
- If accepted, you will receive an email/phone call notifying you of acceptance to participate.
- After receiving email/phone call, (if applicable) you will then need to submit a non-refundable fee to the City of Edinburg Library & Cultural Arts Department located inside the Dustin M. Sekula Memorial Library.

Signature: _____

Date: _____

GUIDELINES

Fee:

- Tables and chairs are available for rent; \$15 per tent, \$5 per table and \$5 for 2 chairs
- No Temporary Checks
- Please make checks payable to: **City of Edinburg**. Payment must be received no later than one week prior to the festival date by 5pm.
- No refunds only credits provided in case event is cancelled by the City due to inclement weather. Credit may be issued at the discretion of the City.

Facilities:

Various outdoor locations throughout the City of Edinburg. Location of event will be given when application is filled out and spot is paid for. Vendor may provide own tent, tables, chairs, easels, or display system.

Set Up:

Vendors must be finished setting up **30 minutes** before the start of the event. Only **1** vendor per space.

Display Guidelines:

Vendors may only hang signs, banners and other displays within their allotted booth space. The area immediately in front of and around booths must also be kept clear of obstruction.

- Please be safety-conscious. Cords, ropes, wires and other objects people may trip on, should be kept covered or safely out of traffic.
- We reserve the right to remove items that we believe are not safe or detract from the event.

Electricity:

Electrical outlets are limited; they are given on a first come basis and not guaranteed. Battery operated sources are encouraged, low-noise generators are allowed.

Tear Down:

Vendors must wait to begin tear down until **after** event is over. You are responsible for your own clean up and ask that you police your area to ensure an efficient tear down.

Code of Conduct:

Vendors are expected to be courteous. Please interact respectfully and thoughtfully with all attendees and other vendors. Vendors who violate the code of conduct may be asked to leave without refund of fees or other compensation. In addition, your vending privileges will be null and void and you will be excluded from vending at future events.

Artwork Content:

Festivals are in a public venue and certain content may be deemed inappropriate and will not be exhibited. Please use reasonable judgment when choosing what to display.

Vendors and Products:

Crafter is someone whose items are hand crafted or hand made by vendor. Merchant is someone who buys and resells products. Products being sold must match the theme of the festival. All vendors are encouraged to promote their businesses.

Indemnification:

To the maximum extent allowed by law, the undersigned does hereby indemnify, defend and hold harmless the City of Edinburg and their elected and/or appointed officers, officials, agents, employees, volunteers and subcontractors (the "City") from and against any and all causes of action, claims, liabilities, obligations, judgments, losses or damages, including reasonable attorneys' fees and cost of litigation ("claims") arising out of, or in connection with, the participation of the undersigned in the City of Edinburg Events; excepting only loss, injury, damage or cost that arise out of the intentional wrongful acts, violations of law, or the sole active negligence of any of the above named entities.

Limitation of Liability:

The undersigned agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed the total fees paid by the undersigned to the City in connection with the City of Edinburg Events. The undersigned agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, arising in connection with this Application, the participation of the undersigned in the City of Edinburg Events, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

