



# 2020 HERITAGE DAY "EXPERIENCE"

# **Humble Civic Arena**

8301 Will Clayton Pkwy Humble, Texas 77338

# **VENDOR APPLICATION**

Website: BPCCA.com Email Address: info@bpcca.com

Phone: 281.425.8998





October 25, 2019

Dear Vendor,

"Heritage Day" will be held Saturday, March 14, 2020 at the Humble Civic Arena, 8233 Will Clayton Parkway, Humble, Texas.

If you are interested in becoming a vendor on "Heritage Day", please complete the attached application and vending fee and mail to BPCCA to arrive by January 18, 2020.

We look forward to your participation and helping us celebrate "Heritage Day".

Sincerely, *Dwight Judge* Dwight Judge Event Director



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### **VENDOR APPLICATION**

	mpany Name:		Date:	
Co	ontact Person:			
(Ple	ease Print)			
Ad	ldress:			
Cit	ty:	State:	Zip:	
Но	ome Phone:	Cell Phone:		
Em	nail Address:			
со	OST OF BOOTH SPACE:			
	DOD VENDOR: 'x10' space (200 sq. ft.) with ele	ctricity \$295		
		etherty. <u>9299</u>		
	<u>DN-FOOD VENDOR</u> : 'x10' space (100 sq. ft.) with ele	ctricity <b>(\$195)</b>		
	'x10' space (200 sq. ft.) with ele			
20	xio space (200 sq. it.) with ele			
PA	YMENT MUST BE <u>RECEIVED BY</u>	<u>JAN. 18, 2020</u>		
<u>RE</u>	QUIRMENTS:			
1.	Every booth space must have the appropriate size tent covering booth space.			
2.	Every booth must be decorated to attract customers. Your booth must look appealing.			
3.	You must provide your own table and chairs.			
4.	Electrical outlets will be provided, you must provide your own electrical cord to plug into electrica outlet.			
<u>5.</u>	Booth space must be left clea	<u>n; otherwise you will be cha</u>	rged \$200.	
	Sen	d Cashier's Check or Money	Order Only	
	Return Payment & Contract To:			
	BPCCA   634 Reuben White Dr.   Barrett, TX 77532			
	For Office Use Only			

(BPCCA)	Black Professional Cowboys & Cowgirls Association, Inc. <i>Education</i>   <i>Recognition</i>   <i>Heritage</i>   <i>Celebration</i>	BPCCA			
<b>~</b>					
Date Paid	Amount Paid Booth Size				

### **Vendor Contract & Lease Agreement**

#### RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE PARTICIPANTS, SANCTIONING ORGANIZATION OR ANYSUBDIVISION THEREOF, CAMPOUT, TRAILRIDE, DANCE, RODEO COMMITTEE, STOCK CONTRACTOR, RODEO ASSOCIATION, BLACK PROFESSIONAL COWBOYS & COWGIRLS ASSOCIATION, INC., ARENA OPERATORS OR OWNERS, OFFICIALS, ANY PERSONS IN ANY RESTRICTED AREA, PROMOTERS, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT AND EACH OF THEM, THEIR OFFICERS AND EMPLOYEES, ALL FOR THE PURPOSES HEREIN REFERRED TO AS "RELEASES", FROM ALL LIABILITY TO THE UNDERSIGNED, HIS PERSONAL REPRESENTATIVE, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL LESSER DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE WHILE THE UNDERSIGNED IS IN OR UPON RESTRICTED AREA, AND/OR, COMPETING, OFFICIATING IN, OBSERVING, WORKING FOR, OR FOR ANY PURPOSE PARTICIPATING IN THE EVENT. I HAVE THE SOLE RESPONSIBILITY TO LOOK AFTER AND PROTECT MYSELF, MY FAMILY AND INVITES, AND THE ASSETS OR AUTOMOBILES I BRING ONTO SAID PREMISES. I WILL SOLEY BE RESPONSIBLE FOR ANY VANDALISM, MISCHIEF, OR THEFT OCCURING TO MY OWN ASSESTS. I RELEASE BLACK PROFESSIONAL COWBOYS & COWGIRLS ASSOCIATION, INC., FROM ALL CLAIMS HEREFORE.

#### VENDORS MUST PROVIDE PROOF OF APPROPRIATE INSURANCE WITH SIGNED CONTRACT.

**TAXES** – All sales taxes, income taxes, FICA or other withholding taxes arising out of or in connection with Lessee's use of the Leased Space are the sole responsibilities of Lessee.

<u>COMPLIANCE WITH LAWS</u> – Lessee, his/her agents, employees, or assignee will comply with all rules, regulations, and requirement of the Fire Marshal, the Harris County Health Department, or of any governmental entity having jurisdiction over premises. The Lessee may be required at Lessor's sole option to immediately cease its operations and vacate the Leased Space if Lessee's exhibit, operation thereof, or requirements. The sale of tobacco related products and fireworks to minors are prohibited. The sale of knives, guns or any dangerous weapons is prohibited. Any type profanity or wearing apparel or otherwise is prohibited. No item of sexually explicit nature may not be displayed or sold.

Applicant Signature:	Title:	





Applicant Print Name: \_

Date:

**<u>REMOVAL OF EXHIBITS BY LESSOR</u>** - The Lessor reserves the right to prohibit any; (i.e.) which, in Lessors, reasonable judgement, may detract from the general character of the Heritage Day Event; (ii) if the business carried on by the Lessee or the names conducting the same is not as represented at the time of making this Contract or is not keeping with the character of the Heritage Day Event of the Black Professional Cowboys & Cowgirls Association; (iii) if the exhibit was entered under false pretenses; or (iv) if the exhibit is in violation of any of these Rules Governing Exhibitors. If an exhibit is prohibited under the terms of the paragraph or because of a violation of any terms hereof, Lessor shall have the right, but no obligation, to remove the exhibit or any banner, advertising matter or other property of the Lessee situated within or about the Leased Space, but such removal shall in any event be at the cost of expense of Lessee, and Lessee shall immediately reimburse Lessor for any cost or expense of Lessor incurred in so removing Lessee's exhibit or portions thereof. Under such circumstance, Lessee shall not be entitled to a refund of money paid to Lessor under the terms of this contract.

<u>SUBLEASING</u> – There will be <u>NO SUBLEASING</u> of booth space. Unsigned contracts cannot be approved.

<u>SETUP</u> – Booths may be set up between 9:00a.m. – 12:00p.m. Saturday, March 14, 2020.

#### YOU WILL NOT BE ALLOWED TO SET UP AFTER 12:00p.m.

There will be no tearing down of exhibits until after entertainment has closed on Saturday, March 14, 2020, however all exhibits must be removed by 11:00p.m. Saturday, March 14, 2020. Anything left on premises will be thrown out.

#### ALL EXHIBITORS ARE REQUIRED TO FURNISH THEIR OWN BOOTH SET UP.

# <u>PLEASE NOTE</u>: ALL Concessions must first submit a complete list of items to be sold for pre-approval booth rental is not guaranteed until approval is given.

I acknowledge that I have read the rules governing exhibitors set forth on this contract and incorporated herein; I agree that my use and occupancy of the leased space shall be in all respect subject to such rules, and I agree to fully comply with such rules. I understand and it is a release of all claims, I understand I assume all risk inherent in all Black Professional Cowboys & Cowgirls Association activities. I voluntarily sign my name evidencing my acceptance of the above provisions.

Applicant Signature:	Title:
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Applicant Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **List Items for Sale**

## **VENDORS ARE NOT ALLOWED TO SELL BEVERAGES OF ANY KIND**

Item	Price

Anyone discovered selling an item not listed in this Agreement will be in violation of this Agreement and will be subject to dismissal from "Heritage Day" at the discretion of the event director.