



Harbor Lights Festival

361.510.0480

contact@harborlightsfestival.org

Food Vendor Registration Form

Name (Organization): _____

Email Address: _____

Address: _____

City: _____ State: _____ Zip : _____

Contact Person: _____

Phone: _____ Alternate Phone: _____

*Detailed description of Item(s) to be sold with prices: _____

Use a separate sheet if more space is needed.

Vendors must provide Texas Sales Tax Number _____

(Please include copy of Texas Sales Tax Permit)

Fee: \$150 if paid by November 18, 2016. If paid after November 18, 2016, fee is \$175.

- ***ONLY money orders or cashier checks are accepted. No checks accepted.***
- **No applications will be accepted after November 21, 2016.**

Payment: Make payable to **HARBOR LIGHTS FESTIVAL**

- **Mail To:** P. O. Box 6891, Corpus Christi, TX 78466-6891
After payment and this form are received, you will be sent an email confirmation as well as receive a phone call from the vendor coordinator.

REQUIREMENTS: The Texas Department of Health and Corpus Christi Code of Ordinances require food vendors to obtain permits. A food vendor will not be allowed to set up without the proper permit(s). Original permits must be displayed in the vendor's space and a copy attached to your application. Each food booth **MUST** be self-contained. **There is no electricity or water available.** No tents are allowed. To inquire about food permits, requirements or exceptions call the Corpus Christi-Nueces County Department of Public Health at 361-826-7200. Your booth will be inspected by the Health Department the day of the event before you may begin to sell your food products.

Check In & Setup: Saturday, December 3, 2016 at 8:00 am at corner of Peoples and Shoreline. Set-up is immediately following check-in and must be completed by 12:00 pm, no exceptions. **Do not set up until you have checked in with the vendor coordinator. All forms and payment must be received and confirmed prior to setup date.**

ELECTRICITY: There is no electricity provided. If you need electricity you can bring your own generator and it must fit in the space provided and away from the public access.

EVENT HOURS: 1:00 p.m. – 9:00 p.m.

REFUNDS: There are **NO** refunds under any circumstances after 11/28/2016.

ASSIGNED LOCATION: Assignment of location of where the vendor will be placed is on a first come first serve basis. Vendor spaces are limited to availability and there will not be any changes made after your place is assigned by the Vendor Coordinator. **No exceptions.**

CARE OF THE VENUE/SIGNAGE/CLEAN UP: Nothing can be posted on, tacked, or otherwise attached to official venue property or city property without the express consent of the Vendor Coordinator. Any banners or signs to be posted or hung must be approved by Vendor Coordinator. It is your

responsibility to ensure your space is clean and orderly before leaving. Trash containers are provided for your use. Failure to clean up your space may result in a clean-up fee.

CHARACTER OF EXHIBITORS: All exhibitors, including, but not limited to exhibitor personnel, demonstrators, models, etc., are required to confine their promotional activities within their specified exhibit area, unless specific permission has been granted otherwise. During the hours in which the exhibitor, the exhibitor's employees or representatives are working the event, they must be attired as to properly reflect the professional image of the exhibiting company and that of the event. Any unusual uniforms or promotional attire must be approved in advance by HLF Committee. The HLF committee reserves the right to refuse rental display space to any person and/or company whose display of goods or services is not likely to be in the opinion of the event committee, compatible with the general character and objectives of the event.

CONTRACT FOR SPACE: Vendors must be 18 years or older. All vendors must complete the registration form and sign the release and indemnification agreement and rules. The completed registration form and full payment must be received **before** you are confirmed as a vendor, no exceptions. Please keep a copy for your files.

EXHIBITOR'S INFORMATION: Prior to the event all exhibitors will be sent a notice of confirmation that will outline event hours, set-up times, tear-down times etc.

INSURANCE: All vendors are required to provide a Certificate of Insurance proving a minimum of \$1,000,000 liability coverage naming Harbor Lights Festival & Committee and the City of Corpus Christi as Additional Insured.

LIABILITY: The Harbor Lights Festival, its members, nor the representatives and employees thereof, nor the City of Corpus Christi, employees, its officers, officials, representatives, and agents, will be held responsible for any injury, loss or damage that may occur to the exhibitor or the exhibitor's property or its employees or representatives for any cause whatsoever prior to, during, or subsequent to the exhibitor's control, in transit to, within and from the confines of the Corpus Christi Bayfront. Exhibitors are advised to carry floater insurance against injury to the person and property of others. Each exhibitor shall assume all risk as provided herein and release these organizations and said individuals referred to above for any such loss, damage, or injury.

MOBILE VENDING: Mobile vendors are NOT allowed. All sales of food items are only allowed at food booths.

PARKING: There is no reserved parking for HLF vendors. Parked vehicles must be removed once finished unloading. Vendors must park off premises. Vendors found parked on the HLF premises after the time designated during 11:00 a.m. check in will be towed at the owner's expense.

PRODUCT LIMITS: All sales must be in compliance with applicable Federal, State and/or local laws and regulations. Fireworks, explosives and/or any illegal item(s) or item(s) of any kind which infringe upon registered trademarks and/or garage sale and/or flea market items may not be possessed or sold on City property or the spaces used by vendors. HLF officials reserve the right to remove any item judged unacceptable without any penalty for damages. HLF reserves the right to limit the number of spaces of the same product. There will be no giving away or sales – in any form – of animals.

REMOVAL OF EQUIPMENT OR MERCHANDISE DURING THE EVENT: Vendors will not be permitted to remove any displays or equipment from the Corpus Christi Bayfront event site during the duration of the event. Exhibits will be removed per the show schedule. Exceptions to this rule must be obtained from the Vendor Coordinator.

RESERVATION OF RIGHT TO MAKE CHANGES: Any matters not specified covered herein are subject to decision by the Vendor Coordinator, which reserves the right to make such changes, amendments and additions to these rules as it considers advisable for the proper conduct of the exhibit with provision that all exhibitors will be advised of any such changes.

RESTRICTIONS: Pets are not allowed. No alcohol is allowed on the HLF premises.

***SALES PRICES:** A list of sales prices must be submitted with the application for vendor participation. Pricing will be reviewed to determine that they are feasible with the Harbor Lights Festival mission of providing a free community event encouraging family entertainment with lots of cheer, fun and children's activities.

SALES TAX NUMBERS: The State Comptroller of Public Accounts requires you to have a sales tax number and to pay sales tax (8.25% in Corpus Christi). Include a copy of your sales tax permit for our files and document your number on the application. If you have any questions about sales tax, contact the Texas State Comptroller at 800-252-5555 or visit their website, www.window.state.tx.us. The State of Texas Comptroller's Office occasionally sends representatives to special events to verify sales tax permits.

SECURITY: Security personnel will be furnished, however, by the furnishing of such personnel this shall not be deemed to increase the liability of the Event or its representatives, nor to notify in any way the assumption of risk and release provided for in the Liability and Insurance section.

SUBLETTING OF EXHIBIT SPACE IS PROHIBITED: All vendors are prohibited from subletting any part or all of the space rented to them under this contract except upon the written approval of the HLF.

WINDY WEATHER: The bay front is well-known for its windy conditions. It is your sole responsibility to take measures to secure your area and products to protect them from damage or destruction and your sole responsibility to secure your tents and products to keep them from damaging other property or causing injury to others. Harbor Lights Festival is not responsible for any damages caused to/by your products. Vendors are not allowed to stake down or insert rods to secure any area within the Harbor Lights grounds unless so authorized by the HLF.

I, _____, hereby grant permission to the Harbor Lights Festival Committee and their sponsors to use photographs and tape recordings made of me and my business during the Harbor Lights Festival 2016 for publicity and other non-commercial purposes. My organization and I will operate our booth from 1:00 p.m. to 9:00 p.m., Saturday, December 3, 2016. I shall not hold the Harbor Lights Festival Committee, HLF volunteers, City of Corpus Christi, or any of its sponsors or representatives responsible for accidents to me, my staff, or property and I agree to assume all financial responsibility, including but not limited to damages to property or injuries to persons, which arise or are claimed to arise out of or in connection with my participation in the Harbor Lights Festival located on or about Shoreline Blvd. medians between Lawrence and Peoples Streets, Corpus Christi, Texas.

I agree, at my own expense, to investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon with counsel satisfactory to Indemnities and pay charges of attorney and all other costs and expenses of any kind arising from any of said liability, damage, loss, claims, demands or actions.

I agree to comply with all applicable Federal, State and Local laws, rules and regulations while participating in the Harbor Lights Festival.

The Harbor Lights Festival reserves the right to remove any vendor at any time without liability or any violation of the regulations set forth in the current year's rules regarding the Harbor Lights Festival.

I have read all the rules and regulations of the Harbor Lights Festival and agree to abide by them.

Date Vendor's Signature

Vendor's Printed Name

Date Signature of Authorized Organization Representative

Remember to submit **with your application** the following:

- Sales tax certificate copy
- **ONLY** Money orders or cashier's check made payable to Harbor Lights Festival (NO PERSONAL OR BUSINESS CHECKS)
- Copy of liability insurance showing Harbor Lights Festival & Committee and the City of Corpus Christi as Additional Insured.
- Copy of Food Vendor Permit