

2024 Vendor Terms of Participation

VENDOR SELECTION

All vendors must submit an application to be considered for Event participation. All applications and required submittals must be received or postmarked on or before the application deadline. Applications postmarked after the application deadline will automatically be placed on a waiting list.

All applications will be reviewed by a festival committee, to include industry experts, based on the photos submitted. Photos of booth set-up are a decisive factor in the process and images may be used for event promotional materials. Photos should be high quality for proper consideration. The committee will also consider type of work/items for variety and event appropriateness. Notification of acceptance will be made in writing to Vendor.

Vendor selection and approval will be in Addison's sole and absolute discretion; no person is entitled or has a right of any kind or nature whatsoever to be selected as a Vendor at the Event, and each Applicant understands and agrees that Addison may reject an applicant for any reason or for no reason whatsoever.

By submitting a Vendor Application for the Event, the Applicant fully waives any and all claims, damages, suits or proceedings which it has or may have against Addison, its officials, officers, employees, representatives, agents, and volunteers arising out of or relating to Addison's processing of or decision regarding the Vendor Application and Applicant's participation (or non-participation) in the Event, and further releases, forever discharges, and covenants not to sue Addison and its officials, officers, employees, representatives, agents, and volunteers in connection therewith.

HEALTH REGULATIONS

Vendor agrees to adhere to all protocols required by the Town of Addison's Environmental Health Manager at the time of the Event and will be inspected by Addison's Environmental Health Manager prior to the start of the Event. Participation is subject to permit and fees at Vendor's expense. Violation of this rule will result in immediate forfeiture of booth/tent space, removal from the event and no portion of the Vendor fees shall be refunded.

PARTICIPATION FEES

Upon review and acceptance of application, vendor will receive an invoice by email. At this time, vendor will have ten (10) business days to submit full payment by check, cashier's check, money order, or credit card. Vendor will be charged \$35 for returned checks with insufficient funds. Vendor participation will not be confirmed until full payment is received. By Vendor's payment of Vendor fees and Addison's acceptance of the fees, Addison does not represent or warrant that such fee is or shall be tax deductible or have any tax benefits of any kind (under the federal income tax laws or otherwise) to or for Vendor.

FINANCIAL REQUIREMENTS

Vendor is required to accept Major Credit Cards and event-specific vouchers (as instructed by Addison); cash is optional. Addison will reimburse Vendor for collected vouchers at the contracted amount. Vendor will be required to submit a Voucher Redemption Form, accepted vouchers, and W-9 to receive a full refund.

Taxes & Fees: As between Addison and Vendor, Vendor is solely responsible for submission and payment of any applicable federal, state, and/or local sales or similar taxes. It is Vendor's responsibility to know if any applicable laws apply and to adjust prices accordingly to account for payment of these taxes.

Reporting: Vendor is required to furnish detailed sales reports that the Town of Addison deems necessary. Reports may include but are not limited to, sales summary, sales summary by day, payment methods, discounts, and detailed bank statements to show receipt of funds. Reports shall be submitted to the Special Events Department no later than five (5) business days following the Event.

Invoicing: Vendor shall pay Addison a percentage of the gross receipts received from sales pursuant to this agreement. Addison will invoice Vendor within fifteen (15) business days following receipt of all reports for commission, plus any additional booth charges (additional electricity, booth damage charges, etc.) owed. Payment in full is due no later than thirty (30) days following receipt of invoice. Failure to pay invoice on time will result in penalties as determined by Addison.

SITE SECURITY

The Town of Addison may provide fencing to secure the event site and 24-hour police security during the

Event. Merchandise and equipment left overnight is at the owner's risk and responsibility.

ADDISON ASSUMES NO RESPONSIBILITY FOR ANY PROPERTY PLACED ON THE PREMISES OF THE EVENT SITE, AND SPONSOR FULLY RELEASES AND DISCHARGES THE TOWN OF ADDISON, TEXAS, ITS OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND VOLUNTEERS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) FROM ANY CLAIMS OR LIABILITIES FOR ANY LOSS, INJURY OR DAMAGE OR ANY OTHER HARM WHATSOEVER TO PERSON OR PROPERTY THAT ARE SUSTAINED BY REASON OF OR IN CONNECTION WITH THE OCCUPANCY OF THE EVENT SITE UNDER THIS AGREEMENT OR IN CONNECTION WITH THE EVENT.

INSURANCE REQUIREMENTS (FOOD, BEVERAGE, ALCOHOL, & ACTIVITY VENDORS ONLY)

Vendor will be required to provide proof of the following insurance coverage at least one month prior to each Event, which it has purchased at its own expense.

a)	Commercial General Liability	
	i. General/Aggregate	\$1,000,000
	ii. Product/Completed Operations Aggregate	\$1,000,000
	iii. Personal & Adv. Injury	\$1,000,000
	iv. Per Occurrence	\$1,000,000
b)	Liquor Liability Endorsement (if applicable)	\$1,000,000 per claim/\$1,000,000 aggregate
c)	Comprehensive Automobile Liability (owned, leased, non-owned & hired automobiles.)	\$300,000

Insurance must list Vendor's actual business name and address, name the Town of Addison as an additional insured, and contain a waiver of subrogation endorsement in favor of Addison for the dates of Event plus one day prior and one day after the start and end of the Event. Insurance coverage for interactive services may be required.

CANCELLATION & REFUNDS

All cancellations shall be made in writing and submitted to the Special Events Department. No portion of the Vendor fees shall be refunded for cancellations.

The Town of Addison reserves the right to cancel Vendor's participation in the Event, and the right to cancel the Event or any portion thereof, at any time for any reason or for no reason whatsoever, in its sole and absolute discretion and without penalty to Addison. **Vendor hereby releases and forever discharges**

Addison, its officers, employees and agents from any and all liability and claims for damages which result from such postponement or cancellation. In the event of such cancellation by Addison, Vendor shall receive a full refund.

Any Vendor who is not set-up by the designated time will be assumed absent and its space will be automatically and immediately forfeited with no refund.

Refunds shall be paid via Town of Addison check mailed to Vendor's address as listed on the Vendor application.

LIABILITIES

VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (EACH AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, JUDGMENT, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO ANY ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY VENDOR, OR BY ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, OR CONCESSIONAIRE OF VENDOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM VENDOR IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, MANAGERS, EMPLOYEES, DIRECTORS, AGENTS, AND REPRESENTATIVES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. HOWEVER, WHEN CLAIMS ARISE OUT OF THE CO- NEGLIGENCE OR CO-CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND OF AN ADDISON PERSON OR PERSONS,

VENDOR'S LIABILITY UNDER THIS CLAUSE SHALL BE REDUCED BY THAT PORTION OF THE TOTAL AMOUNT OF THE CLAIMS (EXCLUDING DEFENSE FEES AND COSTS) EQUAL TO THE ADDISON PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSED THE LOSS. LIKEWISE, VENDOR'S LIABILITY FOR ADDISON PERSONS' DEFENSE COSTS AND ATTORNEYS' FEES SHALL BE REDUCED BY THAT PORTION OF THE DEFENSE COSTS AND ATTORNEYS' FEES EQUAL TO ADDISON PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND THAT CAUSED THE LOSS. VENDOR SHALL PROMPTLY ADVISE THE TOWN OF ADDISON IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR VENDOR RELATED TO OR ARISING OUT OF VENDOR'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT VENDOR'S SOLE COST AND EXPENSE. THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING VENDOR OF ANY OF ITS OBLIGATIONS HEREUNDER.

VENDOR, ITS OFFICERS, AGENTS AND EMPLOYEES DO HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGE, INJURY OR LOSS TO ANY PERSON OR PROPERTY, INCLUDING THE DEATH OF ANY PERSON THAT MAY BE CAUSED, IN WHOLE OR IN PART, BY THE ACT OR FAILURE TO ACT OF ADDISON, ITS OFFICERS, AGENTS OR EMPLOYEES. VENDOR, ITS OFFICERS, AGENTS AND EMPLOYEES ASSUME THE RISK OF ALL CONDITIONS, WHETHER DANGEROUS OR OTHERWISE, IN AND ABOUT THE PREMISES OF ADDISON, AND WAIVE ANY AND ALL SPECIFIC NOTICE OF THE EXISTENCE OF ANY DEFECTIVE OR DANGEROUS CONDITION IN OR ABOUT THE SAID PREMISES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

VENDOR HEREBY RELEASES ADDISON FROM ANY ACTIONS FOR ANY LOSS OR DAMAGE SUSTAINED BY REASON OF ANY DEFECT OF ANY PART OF THE WATER SUPPLY SYSTEM, THE SEWAGE AND DRAINAGE SYSTEM, THE GAS SYSTEM, ELECTRICAL APPARATUS OR WIRING

ON THE EVENT SITE OR TENT(S) OR ANY OTHER PREMISES OR BAND STAND, AND FOR ANY LOSS OR DAMAGE RESULTING FROM FIRE, THEFT, WATER, TORNADO, RAIN, SNOW, STRIKES, CIVIL COMMOTION OR RIOT, OR OTHERWISE CAUSED BY GROSS NEGLIGENCE OF ADDISON.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.