

Chili Quest Vendor Application Checklist

- 1. Application- Completed and Signed**
- 2. Copy of Texas Sales Tax Permit**
- 3. Regulations & Guidelines- Read & Signed**
- 4. Full Payment**



Dear Valued Cook Off Vendor,

The 3rd Annual Chili Quest & Beer Fest is set to kick off January 20-22, 2012.

Last year at Chili Quest

- Attendee numbers reached 5,000
- 42 Cook Teams
- 150 Runners @ the Chili Pepper Quick Step 5K Run
- Strand Merchant Walk About
- Live Music in Saengerfest Park
- Craft Beer Tasting Event
- Margarita Making Contest
- Jalapeno Eating Contest
- Washer Tournament

Our goal this year is to draw in more spectators with the expansion of

- Chili Cook Teams
- Expansion at the craft beer tasting event with the addition of over 200 beers

We are looking for unique vendors with hand made crafts, products and variety of gifts, to contribute to the continued success of Chili Quest and Beer Fest.

Please review the full application packet and contact us with any questions or concerns. Applications are available online at www.yagasresents.com/chiliquest

Terms and Conditions For Exhibit Space

RESERVATION PROCEDURES

No Telephone Reservations will be accepted and there are NO GUARANTEED reservations without payment. You must complete the application and forward to us with full payment to reserve your space. Booth spaces will be assigned at check-in. Upon acceptance of your application a confirmation will be sent to you. Spaces will be assigned on a first paid first reserved basis. NO EXCEPTIONS.

CHECK IN

Saturday January, 21st @ 7:30 am on the corner of 23rd and Strand. All vehicles must be off of 23rd by NO LATER than 9:00am.

FESTIVAL HOURS

Saturday January 21, 2012 10am – 7 pm (A complete schedule can be found at www.yagasentertainment.com/chiliquest)

CAPACITY CONTROL

The policy of controlling the number of exhibitors selling/displaying at each show will continue throughout the year. So early reservations with full payment is important!

BOOTH SPACE ASSIGNMENT

Returning vendors from any of Yaga's Entertainment, Inc. festivals have first right of space request if completely registered by Nov 1. All booth assignments are based on a first paid, first reserved basis. Management will work with you as best possible to honor your space requests. Special circumstances require management discretion. Yaga's Entertainment, Inc. reserves the right to reassign your reserved exhibit space if you do not set up within designated set-up times or call our offices at 409-770-0999.

FIRE TENT PERMIT

All vendors with a tented space larger than 100 sq ft. (10 x 10) will be required to have a Fire Tent Permit issued through the Fire Marshal's office in Galveston. Please contact the Fire Marshal's office for proper fee amount and mail your permit form and fee to:

SALES TAX PERMIT

All federal, state, and local laws governing retail sales tax must be followed. Vendors **must** provide Yaga's Entertainment Staff with their own Texas sales tax number. Vendor is required to display the registration certificate throughout entire festival. An online application form is available at <http://www.window.state.tx.us/taxpermit> Proof of Sales Tax must be provided before you are allowed to move-in to your spot. All information will be maintained with the strictest of confidentiality.

INSURANCE

Insurance is included in the vendor space fee.

YAGA'S ENTERTAINMENT, INC. will provide (VENDORS) General Liability coverage under their "Special Events Policy #CL420912373 written with Essex Insurance and meeting the General Liability requirements:

\$1,000,000 Per Occurrence/\$2,000,000 Aggregate Bodily Injury & Property Damage

\$1,000,000 Personal Injury/Advertising Injury Limits

\$100,000 Fire Damage Legal Liability

\$1,000 Medical Payments Limit

CANCELLATION POLICY

SORRY NO REFUNDS are given unless the entire festival is cancelled. - A \$30.00 fee will apply to all returned checks

Yaga's Entertainment, Inc.

Attn: Elizabeth Kibling

2314 Strand

Galveston, TX 77550

APPLICATION AND AGREEMENT FOR COOK OFF VENDOR SPACE

*****REGISTER BEFORE NOV 1 AND RECEIVE 20% OFF APPLICATION FEE*****

Festival Date: Saturday, January 21, 2012

| <u>Non Food Vendor</u> | | <u>Food Vendor</u> | |
|------------------------------------|----------|---|-----------------|
| Number of Booth Space(s) | _____ | Number of Booth Space(s) | _____ |
| First 12' x 12' = \$200.00 | \$ _____ | First 12' x 12' = \$350.00 | \$ _____ |
| Each Additional space add \$200.00 | \$ _____ | Each Additional space add \$350.00 | \$ _____ |
| TOTAL | \$ _____ | Deposit (Refundable if applicable) | + <u>100.00</u> |
| | | TOTAL= | \$ _____ |

Please list what you will be selling/displaying _____

| | |
|--|---|
| Company _____ Address _____ City _____ State _____ Zip _____ Applicant Name _____ Phone (Day) _____ Fax _____ Cell _____ Email _____ | <p align="center"><u>Fax Back With Credit Card Or Mail Money Order</u></p> <p align="center"><u>Payment To:</u> Yaga's Entertainment, Inc. 2314 Strand St Galveston, TX. 77550 Phone (409) 770-0999 Fax 409-419-1717</p> Charge My: Visa MC Amex Disc Amount \$ _____ Account # _____ Exp. Date _____ Security Code _____ Name of Cardholder _____ Signature _____ |
|--|---|

Application (hereinafter described) hereby applies for exhibit space at the 2011 Galveston Island Shrimp Festival. This application shall become an agreement between applicant and Yaga's Entertainment, Inc. for the use of said space under the following terms and conditions. Yaga's Entertainment, Inc. will assign exhibit space in accordance with exhibitor's stated preference, depending on its availability. A layout of the festival will be available online. Exhibit fees will include space rental only. Power and water is available upon request. Location will be emailed to you 1 week before event. Upon payment all applicants will receive a confirmation.

I have read and understand all of the Rules & Regulations on pages 5-6

Signature _____ Date _____

REGULATIONS AND GUIDELINES

- 1) All concessions on public right-of-ways and on private property controlled by the City of Galveston will be permitted by YAGA'S ENTERTAINMENT, INC.
- 2) Pre-fabricated booths and detached trailers will be allowed in the areas designated by Yaga's Entertainment, Inc. Booth space size is 12' x 12'. NO MOTORIZED CONCESSION VEHICLES OR TRAILERS ARE ALLOWED. If you have a detached trailer the tongue must fit within your space.
- 3) No amplified music systems will be permitted without prior approval from Yaga's Entertainment, Inc.
- 4) Informative signs with prices are allowed on booths only. Brand names are NOT permitted. This is to protect advertising rights of Sponsors; they have purchased the rights to place large banners, logos, etc.
- 5) No peddling will be allowed outside of the concession booths at any time.
- 6) Concessionaires will not be provided trashcans or any other equipment. Please provide your own equipment and trash receptacles.
- 7) NO GENERATORS ALLOWED!
- 8) No Telephone Reservations will be accepted and there are NO GUARANTEED reservations without application and full payment. Upon acceptance of your application a confirmation e-mail will be sent to you.
- 9) Heat presses or transfers WILL NOT be allowed without prior approval of the Chili Quest Staff. All goods and services must be listed on this contract.
- 10) All booth assignments will be given at check in. Spaces are assigned on a first paid-first reserved basis. Management will work with you to the best of their ability to honor your space requests.
- 11) Food Vendors are only allowed to sell dessert type food. Canned, jarred or pre packaged goods are allowed.
- 12) All Vendors with tents MUST provide the proper equipment to ensure the tent is weighed down. If you do not you will be asked to leave the festival.

Safety and Security:

Due to public safety concerns, there will be no placing of any structures, signs, or products on the sidewalk area whatsoever, unless authorized by Yaga's Entertainment, Inc. No items will be chained to parking meters, signs or utility poles.

Security at Historic Strand District- there will be patrolling security hired by the City. However, VENDOR IS SOLELY RESPONSIBLE FOR THEIR OWN SECURITY.

Cleanup Requirements:

ALL VENDORS will be required to clean their area.

FOOD VENDORS dealing with greases or oils are required to provide plastic pails with lids (mayonnaise or pickle buckets) into which you can safely secure your grease and empty into grease recycling containers that will be provided and placed throughout the concession area. Do not leave or dispose of your grease or trash in any other manner. Failure to comply with this requirement will result in forfeiture of your cleanup deposit.

CLEANUP DEPOSIT fee is \$100 per food vendor. If you forfeit the cleanup deposit by failure to comply with cleanup requirements, you will be responsible for paying an additional \$100 cleanup deposit in order to hold your event vendor spot. Deposit return will occur 2 weeks after the festival. Failure to abide by these rules will result in a penalty for your business' participation in future year's Chili quest and Beer Festival.

Yaga's Entertainment, Inc. and the City of Galveston encourages recycling during the event. Please comply with all clean up requirements and recycling procedures to protect the environment and support Galveston Islands efforts.

Menu Selection and Policies:

As part of the application process, food vendors must list food items to be sold and pricing. Food vendors may only sell those items listed on the vendor application. Vendors may not sell any additional items without the express written consent of Yaga's Entertainment, Inc. In addition, we reserve the right to state that certain items cannot be sold, and therefore those items must be omitted. The only type of food that may be sold are dessert type items. All food vendors will be prohibited from selling non-food items, such as hats, t-shirts, etc. Conversely, all non-food vendors will be prohibited from selling or giving away food or drinks.

Use of Logos, Marks, and Images:

Vendors may not sell any item with the official Galveston Island Chili Quest and Beer Festival or City of Galveston logos or graphics. Vendors may not sell any item with the name or images of any band or performer playing at the Chili Quest and Beer Festival. There are no exceptions to this policy. Violators will be removed from the festival immediately at their own expense.

Merchandise Restrictions:

Yaga's Entertainment, Inc. has the exclusive right to display, license, sell and merchandise all event novelties (t-shirts, posters, etc.). Yaga's Entertainment, Inc. further has the right to inspect, approve, reject or otherwise control the display, promotion, sale or other merchandising of products or services by exhibitors at the event in its sole discretion. Any products or services rejected by Yaga's Entertainment, Inc. must be immediately removed from the event premises and may be removed by Yaga's Entertainment, Inc. if this does not occur. Galveston codes and/or Festival policy prohibit the selling of sexually explicit material, items with obscenities or profanity, illegal drugs and drug paraphernalia, weapons, merchandise containing racial slurs, manufacturer or copyright infringements, obscenities or other offensive or other detrimental matter. Any such merchandise or displayed matter will be confiscated and not returned. Merchandise designed to be passed off as event merchandise (use of Galveston, date, event name, trademarks, etc.) or which has this effect will not be permitted. No signage may be displayed in Exhibitor space reading "Official 2012 Galveston Island Chili Quest and Beer Festival Merchandise", "Festival Merchandise", "Festival Tees", "Event Tees" or any similar language advertising the sale of event merchandise. Any vendor found selling merchandise that infringes on these trademarks may be asked to leave immediately and will be subject to legal recourse. No silly string products allowed on festival grounds.

Alcoholic Beverages may not be sold or served within an exhibitor's space without written consent from Festival Management and all vendors must sell products of the official festival caterer or beverage sponsor (i.e. water, soda) if they wish to sell this product.

Festival Management will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products that are in violation of these Exhibitor Regulations or any other reason. By signing this form you are agreeing that the officers of Yaga's Entertainment, Inc. have sole and final authority to determine violations of this agreement.

RELEASE OF LIABILITY

My application is a commitment to show with all the created work being exhibited for sale, and I personally will be present at all times during each day of Galveston Island Chili Quest and Beer Festival. I have read all of the Galveston Island Chili Quest and Beer Festival application information and agree to abide by all the rules. I hereby release Galveston Island Chili Quest and Beer Festival, Yaga's Entertainment, Inc. the City of Galveston, festival organizers, volunteers, sponsors, property owners, and tenants from all claims, demands, actions, debts, liabilities, and causes of action of every nature which the undersigned might have against the above by reason of any damages, loss, theft, or injury to person or property, or both, resulting from the entry by the signer on Galveston Island Chili Quest and Beer Festival grounds. Galveston Island Chili Quest and Beer Festival reserves the right to use artist's images to advertise and promote Galveston Island Chili Quest and Beer Festival I. I understand that my slides/photos will not be returned. Applicant agrees to observe and comply with all applicable laws, statutes, ordinances, rules and regulations. Applicant assumes all costs and liability arising from the use of patented, trademarked, copyrighted or service marked materials, equipment, processes or creative rights. Applicant shall not assign or attempt to sell this agreement or any rights hereunder without the prior written consent of Yaga's Entertainment, Inc..

Yaga's Entertainment, Inc. reserves the right to terminate the license granted by this agreement for good cause and, in said event, Applicant agrees to waive and forego all claims for damages and recourse of any kind. Applicant agrees to assume all risks arising out of or relating to it's attendance or participation at said event and to protect, defend, indemnify and hold harmless Yaga's Entertainment, Inc., the City of Galveston, Galveston Park Board of Trustees, GPM, Inc. and each of their agents, servants, contractors and employees from any and all liability, loss, damage or expense it may cause or sustain from any cause whatsoever, including fire, theft, personal injury or property loss. I further acknowledge that I am aware that I cannot sell, give or offer for sale any pictures or accounting of this event for publication without the written permission of Yaga's Entertainment, Inc.

Vendor Contacts

Yaga's Entertainment, Inc

Elizabeth Kibling
2314 Strand
Galveston, TX 77550
Phone 409.770.0999
Fax 409.419.1717
Ekibling@yagasresents.com

Galveston County Health District

Consumer Health Services
1205 Oak Street
La Marque, TX 77568
Phone 409.938.2300
Fax 409.938.2321
www.gchd.org

Office of the Fire Marshal

City of Galveston
2517 Avenue H, Suite 207
Galveston, TX. 77550
Phone (409) 797-3870
fmo@cityofgalveston.org