



VENDOR
APPLICATION

VENDOR INFORMATION (PLEASE PRINT)

VENDOR (COMPANY) NAME
OWNER NAME
ADDRESS
PHONE
EMAIL
WEBSITE
DESCRIPTION OF PRODUCTS

The 1st QUINCEFEST, the "Festival", is produced by the City of Diboll, the "City", and is scheduled for May 18, 2024 from 2 pm to 10 pm, in Diboll, Texas.

1. Vendor agrees that, if accepted by the City for the 1st QUINCEFEST, the City is under no obligation to rent booth space to the Vendor in future Festivals. Booth locations will be rented and assigned in accordance with the best interest of the Festival, which the City at its sole discretion shall have the right to decide.

2. Vendor agrees to occupy booth space as assigned, and to be opened and staffed during all regular festival hours. In the event the Vendor shall not occupy or staff said space, then the City is expressly authorized to occupy or cause said space to be occupied in such a manner as it may deem best for the interest of the festival without any refunds or allowances whatsoever to the Vendor and without in any way releasing the Vendor from any liability there under. The Vendor also agrees not to sublet or apportion to anyone else said space. All vendors may arrive anytime between 7:00 am and 12:00 pm. All vehicles must be removed from the vendor area by 12:30 pm. No vendors will be allowed to enter the festival area after 12:15 pm All vendors must occupy assigned space and DO NOT sell outside of the designated booth space.
3. Vendor shall be liable for delivery, handling, erection, and removal of his/her own displays and equipment. All displays, equipment, merchandise and supplies must be contained within the assigned booth space. Generators or open flames are not allowed.
4. The City will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to acts of God, public enemy, strikes, statutes, ordinances or any legal authority, or any other cause beyond the City's control.
5. All pertinent Fire Codes, laws, ordinances and regulations pertaining to health, fire prevention and public safety shall be strictly obeyed. Nothing shall be nailed, stapled, taped or otherwise fixed to any community or private property. Helium tanks must be secured with bracket or chain to ensure that it will not fall over.
6. Vendor will be required to have any and all business licenses, permits and requisite insurance that are needed for his/her operation.
7. Health Permits: Food vendors who provide food will be required to have a temporary health/food permit from the Angelina County health department.
8. Booth fees are \$50.00 per space and non-refundable.
9. Vendors agree to obtain written permission from the City prior to using the QUINCEFEST logo, or any photos from the City of Diboll's website in connection with their business.
10. Vendors agree to allow the City of Diboll to use their photos and application materials for promotional purposes.
11. This Contract constitutes the entire contract between parties and no waivers, modifications or amendments shall be valid unless written upon or attached hereto and shall be approved in writing by the City of Diboll.
12. The Vendor and all participants shall indemnify, keep and save harmless the City of Diboll, its agents, representatives, members, officials, and employees from any and all liability caused by injury or other circumstances resulting from participation. The spaces assigned to the vendor are public and cannot be considered exclusive by the user. The vendor is responsible for any damage done to their assigned space and will be charged a fee accordingly.

Please sign below and return this application to:

**The City of Diboll
PO Box 340
400 Kenley Street
Diboll TX, 75941**

Phone: 936.829.4757 / Fax: 936.829.1179

Email: rolvera@cityofdiboll.com

Neither the City of Diboll nor any other party assumes responsibility for losses resulting from a cause. Vendor agrees to indemnify and hold harmless from all loss or claims or attorney fees for injury or property damage caused by any act or omission by Vendor, it's agents and employees.

The foregoing information is understood and agreed to by me the undersigned,

On _____ Signature _____

(Date)

(Vendor Signature)