

TEXAS WINE & ART FESTIVAL

Waiver

SPRING
(APRIL 4 & 5, 2020)

FALL
(OCTOBER 3 & 4, 2020)

www.txwineandart.com

- BOOTHS:**
- Artist \$175
 - Crafts \$175
 - Food \$250
 - Market \$250
 - Tent Rental Fee \$175 (10' x 10')
 - Artist 10' x 20' (2 spaces) \$300
 - Crafts 10' x 20' (2 spaces) \$300
 - Dessert \$150
 - Commercial \$500
 - \$265 (10' x 20')

Electricity \$10 We provide 20 amp electrical outlet (Bring 50' 14 guage extension cord)

Business Name: _____

Address: Street _____

City: _____ State _____ Zip _____

Contact Person: _____

Phone Numbers: _____ (Main) _____ (Cell)

Email: _____

Web Site: _____

SALES TAX NUMBER: (REQUIRED) _____

DESCRIBE YOUR PRODUCT: _____

MAKE CHECK PAYABLE TO: **TEXAS WINE & ART FESTIVAL**

MAIL APPLICATIONS AND CHECK TO: TEXAS WINE & ART FESTIVAL

P. O. BOX 148

SPRING, TX 77383

FOR MORE INFORMATION, CONTACT:

txwineandart1@yahoo.com

Booth Fee _____

Electricity _____

Tent Rental _____

TOTAL _____

PAID \$ _____

Date Paid _____

PayPal Square

Check # _____

TEXAS WINE & ART FESTIVAL

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

SPRING

FALL

Exhibitor/Business Name: _____

Exhibitor Representative/Contact: _____

In consideration for participating in TEXAS WINE & ART (SHOW), which is sponsored by West Fork Productions, Inc., I hereby release, waive, discharge and covenant not to sue, and agree to hold harmless for any and all purposes, West Fork Productions and their representatives from any and all liabilities, claims, demands, or injury, including death, that may be sustained by me while participating in such activity, or while on the premises that is owned, leased, or controlled by West Fork Productions, Inc., including travel to and from the SHOW'S activities, including injuries sustained as a result of the negligence of West Fork Productions, Inc.

Exhibitor agrees that Exhibitor is solely responsible for any loss or damage to its property while the same is in transit to or from the SHOW, or while Exhibitor's property is at the SHOW. Exhibitor agrees that within the confines of the space (s) contracted for by the Exhibitor, neither West Fork Productions, Inc. nor their representatives shall be held liable or responsible for property loss, property damage, or any bodily injury to the Exhibitor or Exhibitor's employees, guests or visitors while at the SHOW. Exhibitor is responsible for obtaining appropriate insurance coverage.

Exhibitor shall be liable for any property damage or personal injury to any individual caused by Exhibitor or Exhibitor's employees or representatives. Exhibitor shall defend, indemnify and hold harmless West Fork Productions, Inc., its officers and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of Exhibitor or any employee or representative of Exhibitor participating in the SHOW.

In the case of hazardous weather conditions, SHOW will close for the protection of attendees and vendors.

By my signature below I agree that I have read and voluntarily signed the release and waiver of liability and indemnity agreement, and further agree that no oral representation, statements, or inducements, apart from the foregoing agreement that has been reduced to writing have been made.

Authorized Exhibitor Representative Signature _____ Date _____

TEXAS WINE & ART FESTIVAL

GENERAL INFORMATION

1. Festival Hours are Saturday from 10 am to 6 pm and Sunday 11 am to 5 pm.
2. THE FESTIVAL IS AN OUTDOOR EVENT AND WILL PROCEED RAIN OR SHINE, HOWEVER, INCLEMENT WEATHER DETERMINED TO BE DANGEROUS TO THE PUBLIC WILL CAUSE CLOSURE OF THE FESTIVAL.
3. There will be NO EARLY SHUTDOWN and NO CARS WILL BE ALLOWED IN THE FESTIVAL GROUNDS DURING FESTIVAL HOURS.
4. **FULL PAYMENT MUST ACCOMPANY APPLICATION AND DATED WAIVER. MONIES WILL BE RETURNED IF APPLICATION IS NOT ACCEPTED.**
5. **A NOTIFICATION WILL BE MADE AFTER APPLICATION IS ACCEPTED AND NO REFUNDS WILL BE ISSUED AFTER APPLICATION IS ACCEPTED.**
5. Spaces are offered on a first-come first-served basis.
6. Vendor IS required to provide his/her own set up, including tables, chairs, extension cords, etc. If you furnish your own tent, sufficient tent tie downs and weights are required. TENTS MUST BE FIRE RESISTANT. Tent stakes are allowed.
7. Please note that tents with sides are available for rent. The fee includes set up and take down.
8. Vendor is responsible for cleaning his/her own area, disposing of trash in the appropriate areas and returning the festival area to its original condition.
9. Each space allotment is 10' x 10'. Additional space can be purchased at a discounted fee.
10. You will be notified by email of your acceptance.
11. Your Sales Tax Certificate must be displayed in booth during Festival hours.
12. The Festival website is [www.txwineand art.com](http://www.txwineandart.com)
13. Food vendors require a permit from the Harris County Health Department. Go to www.hcphes.org for more information and application. Cost is \$80.00 prior to the event. The cost doubles after the Festival opens.
14. **ANY APPLICATIONS RECEIVED LESS THAN 7 DAYS PRIOR TO THE FESTIVAL MUST BE IN CASH WITH A LATE FEE OF \$50.00 APPLIED.**
15. Festival provides security Friday and Saturday nights but vendor is responsible for his/her property, including items to be sold.