 2023 Hempstead Zydeco Fest

**DEADLINES/NOTIFICATION DATES**

Application Deadline: **May 31, 2023.**

Vendor payment is due: on **May 31, 2023.**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sales Tax Permit (food trucks only): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please attach Food Handler Permit.**

Contact Person, Email, Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Products/Food you will be offering: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**General Information**

**Time: The festival will start from 6 p.m.- 10 p.m.** Vendors are required to be at the festival by5:00 p.m. If you are going to be late, please contact 936-870-8527.

**Spot:** 10 x 10, Spots will have a flag on the ground. If you need more space, you must purchase an extra spot, subject to availability. **Vendors must provide their tent, table, and chairs.**

**Pop up shops-$50, Food Truck-$75**.Payment: **Cash, Money order, or check.**

We do provide electricity. Power outlets are on light poles and trees, but please bring extension cords!

 The City will also provide portable toilets, disposable trashcans,and hand washing stations.

We will have available parking for all vendors and citizens across from City Hall and at Hempstead Gazebo Park on a first come, first serve basis.

* Vendors are required to sign a waiver. (Below)
* Vendors are responsible for controlling your staff/ kids, and all vendors must conduct themselves courteously, politely, and professionally.
* Vendors must pick up after your staff. Prohibited items for sale: weapons, ammunition, drug paraphernalia, or alcoholic beverages.
* Absolutely no drugs, no outside alcohol, and no weapons.
* Pets are allowed and must always be on leash; please pick them up after your pet.

**Please list three festivals or large events at which you have been a vendor:**

**Please provide a website/social media.**

**State/Local Laws & Taxes:** You are responsible for paying all appropriate sales tax with respect to the sale ofgoods and for procuring all permits and documentation required by local and state governments to operate within the state of Texas.

**If the City’s policies are broken by a vendor, the City reserves the right to withhold application approval in subsequent years.**

**RELEASE OF LIABILITY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Vendor) I hereby agree as follows:

1. I and anyone claiming on my behalf hereby release and forever discharge the City of Hempstead, Texas (the “City”) and its affiliates, successors and assign, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the Releases Parties), in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, which I may have against the City any Released Parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the Activity.

2. I understand that participation in the event involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death, and I assume all related risks and voluntarily participate in the event.

*The City of Hempstead event*.

3. This release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors, and assigns. I have the authority to release the claims and have not assigned or transferred any claims to any other party. The provisions of this release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity of enforceability of any other provision. This release constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter of this release. This release may not be altered, amended, or modified, expect by a written document signed by both parties. The terms of this release shall be governed by and construed in accordance with the laws of the State of Texas.

4. I have carefully read and fully understand all the provisions of this Release and am freely, knowingly, and voluntarily entering this Release.

SIGNATURE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Vendor Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Vendor

**Please fill out, sign, scan and return this application to:** **Lrodriguez@hempsteadcitytx.gov** **or Hempstead City Hall**