

VENDOR AGREEMENT & REGISTRATION CONTRACT

This Vendor Agreement ("Agreement") is entered into by and between:

Event Organizer: Robin Treat

Event Name: Shop in Remembrance Vendor Fair

Event Date: May 16, 2026

Event Location: Jack Brooks Park 5700 Hwy 6 Hitchcock, Texas 77563

AND

Vendor Name/Business Name: _____

Contact Person: _____

Phone Number: _____

Email: _____

Mailing Address: _____

Website: _____

Social Media Handles: _____

Provide general list of items you plan to sell: _____

1. Vendor Fee

A non-refundable vendor fee of **\$30.00** is required to reserve a single spot (12 x 12) at the event. A two-spot fee would be \$60.00. Organizations are first come, first serve by payment received. There will be a maximum of thirty vendors.

Deadline to register is May 2, 2026.

Payment Method (circle one):

Cash

CashApp: \$sftenmemorial

PayPal: @sftenmemorial

Send check by mail to:

Santa Fe Ten Memorial Foundation

PO Box 919

Santa Fe, TX 77510

Venmo: @sftenmemorial

Zelle:

sftenmemorialfoundation@gmail.com

Vendor space is not confirmed until payment is received. Vendor is responsible for covering any payment fees (CashApp or check preferred).

2. Silent Auction Donation Requirement

Each vendor is required to donate **one item, gift basket, gift certificate, or service** to the event's Silent Auction.

- Donation value should be representative of your business.

- Donation must be submitted no later than May 9th.
- Donation proceeds benefit: Santa Fe Ten Memorial Foundation (EIN: 84-3784872)

3. Vendor Setup Requirements

Vendors are responsible for providing all materials needed for their booth setup. Location of vendor booth will be chosen by event staff.

All materials may be subject to search.

All sales and soliciting must take place in your booth space or the area immediately in front.

No subleasing of booths is allowed.

a. Vendors Must Bring:

- Chair(s)
- Tent/Canopy (recommended)
- Tent weights (REQUIRED if using a tent)
- Display materials and signage
- Trash bags for cleanup
- No electricity or water available

b. Ground Surface Considerations:

Vendor spaces will be located on **grass**. In case of rain, spaces will be on **cement**. Food trucks will be on **cement**.

For Grass Setup:

- Tent stakes (if permitted)
- Tent weights (minimum 20 lbs. per leg recommended)
- Floor covering or mat if desired
- Weather-resistant materials in case of mud

For Cement Setup:

- Tent weights (NO staking into cement permitted)
- Non-slip mats if needed
- Proper anchoring for wind conditions

c. Rain or Inclement Weather:

This is a rain-or-shine event unless otherwise determined by the Event Organizer.

Vendors must:

- Bring waterproof coverings for products
- Secure tents with proper weights
- Prepare for uneven or damp ground if on grass
- Protect electrical equipment from moisture

No refunds will be issued due to weather unless the event is officially canceled by the Organizer. The silent auction is an online event and will proceed irrespective of weather conditions.

4. Setup and Breakdown

- Setup Time: 6:30 am – 8:00 am
- Event Time: 8:00 am – 1:00 pm
- Breakdown Time: 1:00 pm – 2:00 pm

Vendors must be fully set up before event start time. Early breakdown is not permitted unless approved by the Organizer.

Vendor agrees to leave their space clean and free of trash. Failure to clean space may result in denial of participation in future events.

Before leaving the property you must have SFTen memorial staff inspect your area. This will be done between 1:00 and 2:00pm.

5. Traffic

Details regarding traffic for setup and breakdown will be sent out a week prior to the event.

6. Safety

- All emergencies should be reported to Safety and Emergency Personnel onsite. If necessary, call 911.
- Severe Weather Plan will be monitored and communicated by Safety and Emergency Personnel.
- First Aid locations will be available and communicated for exact location.
- Whisper-quiet type generators are allowed. Event staff will pre-approve all generators.
- Each vendor who utilizes a diesel generator, electrical hook-up or propane tank shall have a 5 lb multipurpose ABC or BC fire extinguisher readily available. Any use of a fryer will require a Type "K" extinguisher in addition to the ABC extinguisher.
- Fire extinguishers must be inspected and tagged (within the past year) by a fire equipment company in the State of Texas (see attached Fire Marshal's check list), or must have a purchase receipt for the extinguisher(s).
- Vendors must abide by all local and state regulations from Fire Marshal.

7. Permits, Licensing & Compliance

Vendor is responsible for obtaining any and all required permits, licenses, sales tax permits, or documentation required by the State of Texas, Galveston County, or the City of Hitchcock.

Food vendors must comply with any and all local health department regulations and adhere to city and state tax guidelines in the collection and payment of sales tax.

6. Copyright & Intellectual Property Compliance

Vendor represents and warrants that all products, merchandise, artwork, logos, designs, digital content, printed materials, and other items offered for sale or display at the event:

- Do not infringe upon or violate any copyright, trademark, patent, trade dress, or other intellectual property rights of any third party.
- Are lawfully created, licensed, or obtained for resale.
- Do not contain unauthorized use of protected characters, logos, brand names, or likenesses.

Vendor agrees that they are solely responsible for ensuring compliance with all applicable copyright and intellectual property laws.

The Event Organizer reserves the right to require removal of any items suspected of violating intellectual property laws. Refusal to remove such items may result in immediate removal from the event without refund.

7. Liability & Hold Harmless Agreement

Vendor agrees to release, indemnify, defend, and hold harmless the Event Organizer, property owner, sponsors, volunteers, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including attorney's fees) arising out of or related to:

- Vendor's participation in the event
- Injury to persons / animals or damage to property caused by Vendor
- Animals should be on a leash at all times
- Vendor's products or services
- Any allegation or claim of copyright, trademark, or intellectual property infringement related to Vendor's merchandise

Vendor accepts full legal and financial responsibility for any claims related to intellectual property violations associated with their goods or displays.

Vendor is responsible for any damage caused to the property during setup, event hours, or breakdown.

8. Conduct

The Event Organizer reserves the right to remove any vendor engaging in inappropriate, unsafe, unlawful, or disruptive behavior without refund.

Those attending are required to always wear family friendly and appropriate clothing.

Excessively loud music horns, air horns, etc. are strictly prohibited

9. Cancellation Policy

Vendor fees are non-refundable unless the event is canceled by the Organizer.

If the event is rescheduled, vendor fees may be applied to the new date.

10. Prohibited Items

The following items are strictly prohibited from being sold, displayed, or distributed at the event:

- Firearms, ammunition, weapons of any kind, or explosive materials
- Illegal drugs, drug paraphernalia, or controlled substances
- Alcohol (unless specifically authorized in writing by the Event Organizer)
- Adult content, obscene materials, or sexually explicit products
- Counterfeit goods or items that infringe upon copyright, trademark, or intellectual property rights
- Stolen goods
- Hazardous materials or flammable substances (unless pre-approved)
- Any items deemed unsafe, offensive, or inappropriate by the Event Organizer
- No hay, straw, shavings, or combustible materials are allowed

The Event Organizer reserves the right to require immediate removal of any prohibited items. Failure to comply may result in removal from the event without refund.

11. Agreement

By signing below, Vendor acknowledges they have read, understood, and agree to all terms outlined in this Agreement.

Vendor Signature: _____

Printed Name: _____

Date: _____

Event Organizer Signature: _____

Event Organizer Printed Name: _____

Date: _____