

2023 PHOENIX ORGANIZATION VENDOR APPLICATION

Outlaw Nationals Car Show

April 14-15, 2023 - JEFFERSON, TEXAS

Company Name: _____
Contact Person(s): _____
Business Address: _____
City/State/Zip: _____
Email Address: _____ Business Phone: (____) _____
Website: _____ Cell Phone: (____) _____
State Tax ID Number: _____ State of Issue: _____
Have you participated as a Vendor at this Event in the last two years? _____ **Which Year(s)?** _____

Booth Size: \$50 per 100 square foot.

10x10: \$50 10x20: \$100 10x30: \$150 10x40: \$200	Food Vendor: \$125 If a Larger Size is needed, please contact us so we can provide you with the appropriate Fee
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If Electricity is required,

Amperage Required: _____. Size/Type of Plug Required: _____ Number Required: _____.

General Description of Items to be Sold (use back or additional sheet if necessary): In order to be considered as a Vendor, you must provide at least three (3) photos with a detailed list and description of your merchandise along with a photo of your booth and any special setup requirements with this application.

RV/Camper Space Required: If you need a reserved space to park a camper, trailer, RV, etc., you must indicate it here. **Yes No**

Please indicate the categories which best describe your merchandise.

<ul style="list-style-type: none">• Antiques• Food• Jewelry• Pet Products• Apparel & Accessories• Garden Products• Leather Goods• Sports Gifts• Art• Gifts	<ul style="list-style-type: none">• T-Shirts• Candles• Hats• Music• Toys• Childrens• Home Décor• Novelty• Other
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Food Vendors: Each Concession is responsible for disposal of greywater. Gray water will not be permitted on the ground.

NOTE: If you are a Non-Profit and are selling ANYTHING (Merchandise, Food, Raffle Tickets, etc) the Appropriate Vendor Fee is REQUIRED. If you are a Non-Profit and are GIVING AWAY items, please contact us to discuss fees, if any.

Fees:

Booth Size: _____ \$ _____

City of Jefferson Itinerant Merchant Permit (Arts and Crafts) \$25.00 (Food) \$50.00 \$ _____

Electricity \$25 to connect and use all weekend \$ _____

Total Amount Enclosed today: \$ _____

See City Event Permit Application

Please return this form, along with signed Terms and Conditions, City of Jefferson Itinerant Merchant Permit Application and Fees by March 15, 2023, to The Phoenix Organization, Attn: Vendors, 107 W. Austin Street, Jefferson, Texas 75657.

2023 PHOENIX ORGANIZATION VENDOR TERMS AND CONDITIONS

JEFFERSON, TEXAS

1. **Definitions.**

• **Organization.** The Phoenix Organization is the Sponsoring Organization and organizer of the Event, its directors, officers, employees, volunteers, agents, representatives, servants, licensees, invitees, patrons, guests, or contractors or their personal representatives, assigns, heirs and next of kin

• **Event.** The 2023 Continuing the Ride Burn Benefit in Jefferson, Texas, or the Outlaw Nationals Car Show in Jefferson.

• **Date.** Event will take place **April 14-15, 2023** for Car Show.

• **Requested Location.** Vendor location requested by Itinerant Merchant.

• **Vendor.** Itself, its directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests or contractors and their personal representatives, assigns, heirs and next of kin

• **Agreement.** This document (2023 Phoenix Organization Vendor Terms and Conditions), 2023 Car Show Vendor Application, and City of Jefferson Itinerant Merchant Application.

2. **General Assumption.** It is hereby understood the Event is held regardless of weather conditions.

3. **General Indemnity.** Vendor hereby agrees to indemnify, save and hold harmless the Organization, Event and releases, waives, discharges and covenants, not to sue, and to hold harmless, the Organization and/or Event, and each of them, from all liability to Vendor of all losses or damages, liability or cost and any claim, demands, actions, causes of actions, penalties, judgements and liabilities of every kind and description, including court costs fines, penalties and reasonable attorney fees, therefore on account of injury to the person or property or resulting death of Vendors arising out of, caused by, act of omission by Organization, Event or Vendor, or relating to the Organization and/or Event, whether caused by, or omission of the Organization and/or Event or otherwise or from any breach by Vendor, Organization, or Event, of any term or condition of the Agreement.

4. **Responsibility.** Vendor hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Event, whether caused by the negligence of the Organization, Event or otherwise.

5. **Safety/Security.** Vendor assumes all responsibility and liability, and agrees to hold harmless Organization, Event, or otherwise, for the safety and security of a Vendor's property, agents or employees, from theft, damage by fire or any other cause.

6. **Accept the location assigned.** Assignment of Location is at the sole discretion of the Organization and/or Event.

7. **State Sales and Federal Income Tax.** Vendors are responsible for all applicable sales taxes and Vendor Income Tax. A copy of your State Sales Tax Permit and Permit Number is required. *Vendors who do not provide this information will not be allowed to participate unless prior arrangements have been made or you are a non-profit.*

8. **Insurance.** Vendor hereby agrees to have and present upon request, all adequate and current liability insurance. Vendor further agrees the Liability Insurance of Organization and/or Event does not apply and is not adequate to cover any Vendor Liability or Loss.

9. **Items for Sale.** Vendor agrees to sell only items, or similar items, listed on the Application Form during the Event. The Organization reserves the right to remove any items not approved in Vendor Application.

10. **Official Merchandise.** Items designed to be passed off as Event Merchandise by use of Organization Name, Event Name, City, Date, Trademarks, etc., or which can be construed to have this effect are not permitted. Vendor agrees to **not** sell or provide free of charge these types of events unless by separate written agreement with the Organization.

11. **Generators.** The use of generators is not permitted within the boundaries of the Event. Access to Power, Water and Liquid Waste Disposal is available, by prior request and with submitted fee as indicated on Agreement. If a generator is required for operation it must be indicated at the time of submission of Agreement and approved by Organization and/or Event prior to Agreement acceptance.

12. **Rigs and/or Trailers.** All Vendors with Rigs and/or Trailers to be displayed must arrive at the assigned time in order to be placed in their Organization assigned location unless agreed, in writing, by the Organization and/or Event. Failure to arrive during the specified times, Vendor agrees to wait to perform setup activities until such a time as Organization and/or Event designates. If the pre-assigned location cannot be accessed easily by Vendor due to late arrival, then Organization and/or Event, reserves the right to assign a new location to Vendor. Any Premium Space or Reserve Space Fees shall not be reimbursed in the event of late arrival and unavailability of access to space. Vendor agrees any loss of sales is the sole responsibility of the Vendor.

13. **Illegal or Controlled Substances and Items.** Vendor agrees to not provide, display or sell any State or Federally designated Illegal or Controlled Substances, fireworks, specialty items, paraphernalia, weapons including but not limited to firearms and knives, merchandise containing racial slurs, obscenities, trademark or copyright infringements, or other material determined to be offensive by the Organization. Vendor agrees a violation of these items will be reported to local law enforcement.

14. **Payment.** All fees and information required by Agreement, the City of Jefferson, State of Texas, and U.S. Federal Government, for Event, are **due and payable by March 30, 2023**. Organization and Event reserves the right to refuse any

Agreement submitted after **March 30, 2023**. Payment not supplied prior to **March 30, 2023**, constitutes cancellation of this agreement.

15. Refunds. No refunds will be granted for any reason, cancellation, and removal for cause, inclement weather or Act of God.

16. Hours of Setup. Vendor agrees to setup Vendor booth in Organization Assigned Space during the following times:

- **Food Vendors.** Friday, April 14, 2023, from 5 p.m. to 10 p.m.
- **Arts and Crafts Vendors.** Friday, April 14, 2023, from 5 pm to 10 pm

17. If alternative Hours of Setup are required, it must be pre-approved by Organization and/or Event prior to beginning of Event.

18. Hours of Teardown or Departure from Event. Vendor agrees to remove Vendor booth from Organization Assigned Space on **Saturday, April 15, 2023, after 6 pm or Sunday, April 16, 2023 after 12 pm**. If alternative Hours of Teardown or Departure from Event are required, it must be pre-approved by Organization and/or Event prior to beginning of Event.

19. Hours of Operation. Vendor agrees to operate Vendor booth during Event hours, we can discuss. Organization and Event will provide alternative Hours of Operation during the Event if required.

20. Access to Event Activities. Organization agrees to provide to Vendor, all necessary Wrist Bands or IDs required for Vendor to access Event Activities.

21. Split, Share, Sublet, Resale or Reassignment of Space. Vendor agrees no Booth Space may be Split, Shared, Sublet, Resold or Reassigned to a 3rd Party by Vendor.

22. Acceptance. By signing this Agreement, Vendor agrees to abide by all Terms, Conditions and Requirements set forth in Agreement, as well as City of Jefferson, State of Texas and Federal Statutes, Rules and Regulations. Vendor agrees any and all changes to this Agreement must be made in writing and signed by both Organization and Vendor. Vendor further agrees Agreement is legally binding between Organization, Event and Vendor. Agreement is considered binding when signed by both Vendor, and Organization or Event.

Signed and Agreed on _____ Day of _____, 2023, by:

Vendor Printed Name

Phoenix Organization Representative Printed Name

Vendor Signature

Phoenix Organization Representative Signature



EVENT MERCHANT PERMIT APPLICATION

Name of Business: _____

Tax ID No. : _____

Owner Name: _____

Address: _____

Phone: _____ Driver's License: _____

Name of Event: _____

Date of Event: _____

Type of Merchant

(Please Check One)

- | | | |
|-------------------------------------|---------|--------------------------|
| Food and Drink | \$50.00 | <input type="checkbox"/> |
| Merchandise | \$25.00 | <input type="checkbox"/> |
| Ride | \$25.00 | <input type="checkbox"/> |
| City of Jefferson Merchant | No Fee | <input type="checkbox"/> |
| Non-Profit Organization or Business | No Fee | <input type="checkbox"/> |

If food is offered please provide Health Dept. License Number: _____

If rides are offered list Insurance Carrier: _____

Policy Number: _____

I, certify that the facts contained in the application are true and correct to the best of my knowledge. I also understand and agree to abide by the Laws of the State of Texas and the Ordinance of the City of Jefferson.

Signature: _____ Date: _____