

FESTIVAL AT THE SWITCHYARD

Downtown Carrollton • November 2, 2013

2013 VENDOR INFORMATION AND APPLICATION

Event Information:

Join us for Carrollton's fourth annual Festival at the Switchyard on Saturday, November 2. From the broad appeal of big-name entertainment to family-friendly activities—this Festival is sure to be a crowd-pleaser, generating high visibility for all participants.

The Festival honors the critical role the railroad played in putting Carrollton on the map a century and a half ago—and the continuing importance of rail today in the life of the City. Festival attendees will be encouraged to ride the DART Green Line and disembark at the Downtown Carrollton station, giving them a fantastic aerial view of the Festival site.

This outdoor festival will be held on the streets of Downtown Carrollton, situated off I-35E between the George Bush Turnpike and LBJ Freeway at Belt Line Road. This convenient location is within 30 minutes drive time of more than 2.8 million DFW residents who spend \$30 billion plus in retail goods and services each year. Admission to the Festival site is free, as are all concerts, games and activities.

Event Date:

The fourth annual Carrollton Festival at the Switchyard will be held on **Saturday, November 2, 2013.**

Event Location:

- Carrollton's Historic Downtown Square
1106 S. Broadway
Carrollton, TX 75006
- Cross Streets: I-35E and Belt Line Road

Estimated Attendance:

- 13,000-15,000 expected based on last year's attendance (not guaranteed).

What We are Looking for in Our Vendors:

We are looking for vendors who represent the quality and uniqueness of the Texan creative community. All products/services must be appropriate for a festive, family event; and all items for sale must be listed on your application and approved in writing. We are seeking vendors in the following categories:

- **Food:** Entrée meals, snack and dessert items
- **Drinks:** Non-alcoholic only, such as smoothies, lemonade, soda, water, coffee, tea
- **Artisan/Craft/Resale**
- **Non-Profit Organizations**
- **Street Performers, Games & Activities** (contact us for more information)

Required Hours of Operation:

- Purchase of booth space is for one day only, November 2 from 11am-10pm.
- All vendors must be open and ready for business by 10:45 am, **and must stay open until the end of the event.** Vendors may not close early.

Vendor Load-In/Out:

- **Food Load-In:** Friday, November 1, 6-8pm. Vendors must be offsite by 9pm.
- **Food Load-Out:** All vendors load-out after the conclusion of the event and must be out of the venue by 1:30am.
- **Art/Craft/Non-Profit Load-In:** Saturday, November 2, 8-10am.
- **Art/Craft/Non-Profit Load-Out:** All craft vendors load-out after the conclusion of the event and must be out of the venue by 1:30am.

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Load-In/Out Notes:

- Once accepted to vend the event, the vendor coordinator will be in touch to schedule your load-in/out. You may only load-in/out during your scheduled time.
- Vendors with more extensive operations may be asked to setup early.
- All vendors will be given a *site loading permit* to load in or out. Do not attempt to access the site without the vendor coordinator giving you final approval and a permit.

Restrictions:

The following items are not permitted:

- Sales of alcoholic beverages are not permitted by anyone other than the official alcohol vendor.
- No flashing lights, music, bullhorns, or hawking to the crowd.
- No literature handouts. Promotional items and giveaways are acceptable.
- Vendor may not dump any waste or liquids on the ground.
- No trailers or smokers of any kind will be allowed on the main Square due to space restrictions.
- Sale of tobacco products, weapons or drug paraphernalia is strictly prohibited.
- No fireworks of any kind.
- No profanity of any kind.
- All materials draped from the booth/tent space must meet fire codes and other public safety laws codes, rules standards and regulations.
- The use of any candles, lamps, lanterns or anything with an open flame (unless used for cooking in approved food both) is prohibited. Decorative lights powered by batteries are acceptable.
- Signs, banners or display of any kind relating to alcoholic beverages, or religion or politics shall not be displayed by vendor in the booth/tent space or at any other event location. Vendor understands and recognizes that the Festival is for entertainment purposes only, is not a religious or political event (and is not an event that promotes or suggests any religious or political agenda).

Any of the above mentioned infractions will result in immediate removal of booth with no refund.

Event Provides the Following for All Vendors:

- For a branded and uniform look, tents and booth signs are provided for all vendors. These tents are held in place with heavy-duty water barrels. Our site does not allow for staking into asphalt, so for safety reasons, pop-up tents and/or other portable awnings are not allowed.
- Tables and chairs: one 8' table and 2 chairs per 10'x10' space purchased; or two 8' tables and 4 chairs per 10'x20' space. These items must be signed for at load-in.
- Water source to fill containers. This is potable water that is intended to be used for washing only and may not be used for human consumption.
- Health permit: The event acquires permits from the City for all food vendors.
- Electricity and power: one plug on a 20-amp 4-way plug for craft booths and one 30-amp plug for food. Additional power may be purchased for an additional fee; based on specific need of vendor.
- Dumpster or compactor nearby for solid waste.
- All vendors will be listed on the Festival website as well as in the event program.

Vendor is Required to Provide the Following:

Food Vendors:

- Food vendors must comply with all City/County requirements.
- General Liability Insurance in the amount of one million dollars (\$1,000,000.00). Must list Event Production Services LLC and the City of Carrollton as *certificate holder* and as *additional insured*, with the following info:
 1. City of Carrollton, City Hall, 1945 E. Jackson Road, Carrollton, TX 75006
 2. Event Production Services LLC, 2313-B Thornton Road, Austin TX 78704

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Art Vendors:

- Must provide proof of insurance or sign a waiver of liability.
- Texas Sales and Use Tax Permit are required by anyone wishing to vend the event.

Non-Profits:

- Must provide proof of non-profit status before you can be considered for a booth space.
- Must provide proof of insurance or sign a waiver of liability.

General:

- It is not necessary to send proof of insurance until you are notified of acceptance as a vendor.
- Texas Sales and Use Tax Permit are required by anyone wishing to vend the event, and vendors are responsible for reporting their own earnings to the State as required by law.
- Vendors must provide all other gear, lighting, additional tables/chairs, etc. not covered above.
- All vendors regardless of providing insurance must sign a waiver of liability before being allowed to enter the Festival grounds.

Other Requirements:

- It is recommended that you use propane powered cooking/heating devices.
- Vendor must remove and dump all grease and gray water to an approved container on site.
- All vendors must abide by all City/County Health and Fire Codes. Once accepted, vendors will be provided with applicable guidelines, including specific inspection requirements for food booths.
- Vendors are encouraged to use post-consumer waste products/recyclable materials.
- Vendor booths will be reviewed/inspected before being allowed to open.
- Event is rain or shine. Booth fee is non-refundable.
- Space is very limited. We recommend that all vendors respond quickly to ensure participation.

Contact Information:

Registration: Vendor registration will be handled by the City's Marketing Department. Please contact Festival/Marketing Director Sheri Chadwick at sheri.chadwick@cityofcarrollton.com or call 972-466-3594 with any questions. Vendor applications and checks should be mailed into the City of Carrollton, Festival at the Switchyard, P.O. Box 110535, Carrollton, TX 75011-0535. **All vendor applications are due by Friday, October 18, 2013.**

Day of Show & Load-In/Out: The City of Carrollton has contracted with EPS (Event Production Services) to run all production aspects of the show. This includes vendor and site coordination, along with entertainment and backstage areas, for set-up, day of show, and site breakdown. A specific vendor contact will be assigned and contact information communicated to each vendor several weeks prior to the event.



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CARROLLTON FESTIVAL AT THE SWITCHYARD 2013 VENDOR APPLICATION

Contact information:

All fields are required

Contact Information	Required Information	Notes
Company Name		<i>This is the name that will go on your sign.</i>
Owner		<i>Main point of contact</i>
Business Phone		
Cell Phone		
Email		
Website		
Secondary Contact		<i>Booth Manager at the event</i>
Business Phone		
Cell Phone		
Email		
Mailing Address		
State		
Zip		
Texas Sales & Use Number		<i>Sales Tax Permit required*</i>

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**It's easy to apply for and receive a sales tax permit. Visit <http://www.window.state.tx.us/taxpermit/> for more information.*

Items you are requesting to sell / price:

Item Description	Price	Additional Notes
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Notes:

- You may only sell what has been applied for and approved in writing.
- Food/Drink/Dessert Vendors: Keep it simple and concentrate on your best 3-4 selling items.
- No food items may be priced too high. Average price for an entrée at a music festival is in the \$4 to \$8 range.
- We are happy to help vendors decide what items will sell best and at what price.
Contact us for more information.
- Your final menu must be approved in writing.

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A	B	C	D	E	G	H
Early Discount Prior to September 15	Booth Size	Booth Cost	Vendor Passes	Parking Passes	# of Booths	Add total
Non-Profit	10'x10'	\$75	2	1		\$
All Others	10'x10'	\$150	2	1		\$
Non-Profit	10'x20'	\$175	4	2		\$
All Others	10'x20'	\$350	4	2		\$
After September 15						
Non-Profit	10'x10'	\$100	2	1		\$
All Others	10'x10'	\$200	2	1		\$
Non-Profit	10'x20'	\$200	4	2		\$
All Others	10'x20'	\$400	4	2		\$
Additional power*	*	*	*	*		*\$
A	B	C	D	E	G	H
						\$
						Total

Total Booth Fees Enclosed**	\$
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*****All fees are due in full with submission of application.
Applications not including all required items listed below (on page 8) will not be considered.***

*Contact us for information on purchasing additional power.

List appliances / exact power needs here:

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CARROLLTON FESTIVAL AT THE SWITCHYARD VENDOR RELEASE OF CLAIMS

____ ("Vendor company name")
executes this Release of Claims (the "Agreement") effective as of

June 1, 2013

RECITALS

A. City of Carrollton is producing the Festival at the Switchyard, (the "Festival") scheduled for Saturday November 2, 2013. Festival at the Switchyard sought vendors to provide products and services at the Festival, and one of the requirements for Festival vendors is to have a comprehensive general liability insurance policy. In addition to the required insurance, the Festival requires all vendors to read and sign a vendor release of claims. For and in consideration of the right to be a vendor at the Festival, the Vendor agrees as follows:

1. As lawful consideration for being permitted to work at the Festival, the Vendor releases Festival at the Switchyard (City of Carrollton and Event Production Services LLC) and its respective officers, directors, employees, agents, or client, from any legal liabilities resulting from the Vendor's participation at the Festival, unless the liability is due to gross negligence or willful misconduct.
2. Vendor assumes full responsibility for any injuries or damages that may occur to the Vendor, employees, and/or its customers, in, on, or about the Festival and its premises and fully and forever releases and discharges Festival at the Switchyard (City of Carrollton and Event Production Services LLC) and its officers, directors, employees and agents from any and all claims, demands, damages, rights of action, or causes of action, resulting from or arising out of the Vendor and its employees attending and working at the Festival.
3. This release extends and applies to all unknown, unforeseen, unanticipated, and unsuspected injuries, damages, loss, and liability, and the consequences of them, as well as those disclosed or known to exist. The Vendor expressly waives all provisions of any state, federal, local, or territorial law or statute, providing in substance that releases will not extend to claims, demands, injuries, or damages that are unknown or unsuspected to exist at the time to the person executing the release.
4. The Vendor will indemnify, defend, and hold harmless Festival at the Switchyard (City of Carrollton and Event Production Services LLC and its officers, directors, employees, clients and agents) from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including attorneys' fees) arising out of or related to the Vendor and its employees activities at the Festival.
5. Effect of this Agreement. This Agreement is to be read in conjunction with other agreements between Festival and the Vendor. Except for the provisions which the parties have modified by this Agreement, all other provisions of the parties' agreements remain in effect. This Agreement controls to the extent there are conflicts between the Agreement and other agreements.

**THIS IS A RELEASE OF LIABILITY. DO NOT SIGN THIS AGREEMENT IF YOU DO NOT UNDERSTAND
OR DO NOT AGREE WITH ITS TERMS.**

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By its authorized representative's signature, the Vendor agrees to and accepts this Agreement:

Print Name: _____

Signature: _____ Date: _____ 2013

Company Name: _____

Address: _____ State _____ Zip _____

I (vendor listed above) agree to all of the event and vendor guidelines and will provide all of the required items listed above and below. (Detailed load-in instructions and vendor guidelines will be mailed to you before the event):

Print Name:	
Sign Name:	
Date:	

- Vendors will be notified of acceptance as received.
- All vendors are chosen by committee made up of various event personnel, City staff and EPS. Committee decisions are final.
- No booths will be sold on-site at the event.
- Vendors are chosen and placed based on the following: application postmark/receipt date, type of product/presentation, previous history with the event and other factors.
- Vendor space will not be confirmed until full payment is received. Vendor shall not sublet, assign, or otherwise transfer booth space.
- The City of Carrollton has and reserves the right to cancel any vendor booth and all matters pertaining to vendor in connection with or related to the event any time prior to the event date with a full or partial refund to the vendor as determined by the City.
- Vendor selection and approval will be the City's sole and absolute discretion; no person is entitled or has any right of any kind or nature whatsoever to be selected as a vendor at the event, and each applicant understands and agrees.

MAIL COMPLETED APPLICATION WITH THE FOLLOWING REQUIRED ITEMS

1. Print and complete pages 4-8 of this document. **If your application is incomplete it will not be considered.**
2. **Payment in full** (check, cashiers check, or money order only). Make payable to "City of Carrollton Festival at the Switchyard."
3. Copy of your current **Texas Sales and Use Tax Permit**.

Checklist for mailing:

- ___ Payment
- ___ Completed Application - Pages 4 through 8
- ___ Completed Waiver
- ___ Copy of Sales Tax Permit

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MAIL PAYMENT TO:

City of Carrollton, Festival at the Switchyard
P.O. Box 110535, Carrollton, TX 75011-0535