

# Central Texas *Juneteenth*

## 2011 Juneteenth Celebration Exhibit/Vendor Registration Form

**\*\*ALL VENDORS MUST ATTEND  
ONE REGISTRATION SESSION\*\***

May 19<sup>th</sup>  
May 26<sup>th</sup>  
June 2<sup>nd</sup>

6:00 p.m. - 7:30 p.m.

Chestnut House  
1182 Pleasant Valley Rd.

PARTIES: Greater East Austin Youth Association® (hereafter referred to as "AGENT") agrees to lease exhibit space in the form of an Exhibit/ Vendor booth as described in this contract in the designated Exhibition/Vendor Areas. By individual(s) or company named below (hereinafter referred to as "Exhibitor/Vendor"). Included in and made a part of this contract are the terms and conditions appearing on the reverse side.

Company Name \_\_\_\_\_ Main Contact Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. (If applicable) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

**BOOTH RATES PER SELECTION:**  Information Booths-\$60.00  Non-Profits-\$125.00 (501c3 REQUIRED)  Commercial-\$175.00

**ADDITIONAL FEES:**  Electrical Hook-ups-\$60.00  Food Permit-\$40.00  Clean UP Deposit-\$50.00 each  Table/2 Chairs Rental-\$60.00

**Co-Sponsored by the City of Austin in collaboration with the Parks and Recreation Department**

**Benefiting Greater East Austin Youth Association – G.E.A.Y.A.**

**For more information about G.E.A.Y.A., please visit: [www.geaya.net](http://www.geaya.net)**

**PLEASE MAKE CHECK PAYABLE TO: GEAYA – JUNETEENTH**

**METHOD OF PAYMENT:** CASH \_\_\_\_\_ MONEYORDER \_\_\_\_\_ CASHIER CHECK \_\_\_\_\_

**\*\*NO PERSONAL CHECKS ACCEPTED\*\***

**MAIL APPLICATION AND PAYMENT TO:**

**Greater East Austin Youth Association ★ Attn: Juneteenth Vendor Committee ★ PO Box 6536 ★ Austin, TX 78702**

**BOOTH SPACE:** Prior to completing this item, available selections will be held for two weeks, pending AGENTs receipt of contract requirements. **Full payment by cash, money order or check must be returned with this contract within said two-week period.**

**BOOTH SIGN:** You shall provide a display sign that shall read: \_\_\_\_\_

**PRODUCTS/SERVICES TO BE EXHIBITED:** Exhibitor/Vendor shall exhibit, demonstrate, or show the following types of products / services in the booth space: \_\_\_\_\_

**PROGRAM:** A brief description of Exhibitor/Vendor's products/services will appear on GEAYA website and Juneteenth Program (if requested and executed by both Exhibitor/Vendor and AGENT on or before June 2<sup>nd</sup>, 2011.) Please provide a description below, limited to 20 words. (Attach a separate sheet if preferred)

**This contract is effective upon the date the last party signs the final and complete negotiated contract.**

Exhibitor/Vendor's Authorized Signature & Title \_\_\_\_\_ Date Signed \_\_\_\_\_

Greater East Austin Youth Association, AGENT \_\_\_\_\_ Date Signed \_\_\_\_\_

## Terms and Conditions

The lease term of this contract shall commence at 6:00 p.m. on Friday, June 10<sup>th</sup>, 2011 (commencement date) and shall terminate at 11:00 p.m. on Saturday, June 18<sup>th</sup>, 2011 (termination date). Exhibitor/Vendor shall submit all contracts, payments, and insurance requirements to P.O. Box 6536, Austin, Texas 78702-9998. Exhibitor/Vendor shall make all checks payable to G.E.A.Y.A.; Exhibitor/Vendor shall make all payments to G.E.A.Y.A. By money order or cashiers check (no business or personal checks will be accepted). AGENT will assign booth(s) in the order requests are received by AGENT. AGENT will not confirm booth assignment(s) until Exhibitor/Vendor has satisfied all requirements under this contract.

**BOOTH RENTAL:** Exhibitor/Vendor is responsible for delivery, set up, tear-down, storage and protection of displays, goods and materials. All booths and carts must be adequately lit after dark. Pets, alcoholic beverages and open flames are not permitted on site. One table and two chairs are available for a \$60 rental fee. **All rented tables and chairs must be returned by 9:00 pm on June 18<sup>th</sup>, 2011!**

**EXHIBIT/VENDOR DATE/SHOW HOURS:** Each event will be open to attendees as listed on the Event Calendar. (Hereafter referred to as "show hours.")

**INSTALLATION OF EXHIBITS:** All booths must be ready for Exhibitor/Vendor occupancy a minimum of two hours prior to the start of each event. Move-in will not be permitted during show hours, no exceptions. No refunds will be provided-See the Booth Refund and Cancellation Policy below.

**DISMANTLING/PACKING OF EXHIBITS:** Exhibitor/Vendor shall not pack equipment, literature, or other materials or dismantle exhibits until 8:00 pm on Saturday, June 18<sup>th</sup>, 2011. Exhibitor/Vendor shall remove all personal property from Rosewood Park by 10:00 pm on June 18<sup>th</sup>, 2011.

**CLEAN-UP DEPOSIT AND REFUND:** Exhibitor/Vendor shall remove all personal property, trash and debris from the rented area (10x10 or 10x20 area) throughout the duration of each event. Exhibitor/Vendor will be charged a refundable \$50 clean up fee at check-in. Each area will be inspected and cleared by a GEAYA Representative upon departure. Exhibitor/Vendor must keep area sanitary at all times. Clean-up deposits will be reissued upon check out after inspection. City Health Inspectors will conduct inspections throughout each event. **If Exhibitor/Vendor departs WITHOUT area being inspected NO REFUND WILL ISSUED.**

**ON SITE CHECK-IN/PERSONNEL/BADGES:** Exhibitor/Vendor must attend ONE of the Juneteenth Registration meetings held on May 19<sup>th</sup>, May 26<sup>th</sup>, or June 2<sup>nd</sup> at Chestnut House at 6:00 pm. Permits must be readily available to Austin Police and Health inspectors on the day of the event. Tickets will be issued for noncompliance.

**BOOTH REFUND AND CANCELLATION POLICY:** G.E.A.Y.A reserves the right, upon cancellation or forfeiture by Exhibitor/Vendor, to reassign and lease booth(s) assigned to Exhibitor/Vendor to any other applicant or Exhibitor/Vendor. In the event Exhibitor/Vendor cancels or forfeits this contract on or before June 2<sup>nd</sup>, 2011, AGENT shall refund the rental rate less fifty (50%) of the total rental rate for the booth(s). In the event Exhibitor/Vendor cancels or forfeits this contract after June 4<sup>th</sup>, 2011; AGENT shall not refund any portion of the rental rate for the booth(s). All deductions made to the rental rate are to compensate AGENT as liquidated damages. AGENT and Exhibitor/Vendor agree that the actual amount of damages resulting from a cancellation or forfeiture by Exhibitor/Vendor would be difficult to determine and that the amounts specified in this paragraph are reasonable estimates of damages associated with a cancellation or forfeiture. All notices of cancellation must be in writing. No refunds for payments to any third party including service contractors will be made or are the responsibility of AGENT. If Exhibitor/Vendor fails to arrive at booth location(s), set up and occupy booth(s) a minimum of 2 hours prior to the event, Exhibitor/Vendor shall forfeit any and all rights and interest in the booth(s). If there are to be refunds issued a refund check will be mailed out on or before July 15<sup>th</sup>, 2011.

**INDEMNIFICATION:** Exhibitor/Vendor shall protect, defend, hold harmless and indemnify AGENT for any loss, damage, expense, or penalty arising from any action, including an action based upon strict liability or negligence, on account of personal injury or property damage to Exhibitor/Vendor, its employees, guests, licensees, convention attendees, or property. Exhibitor/Vendor shall assume all risk of any loss, damage, or injury.

**ATTORNEYS' FEES:** If Exhibitor/Vendor or AGENT is a prevailing party in any legal proceeding brought as a result of a dispute under or related to this contract, such prevailing party shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorneys' fees.

**SAVINGS CLAUSE, ACKNOWLEDGMENT, ENTIRE CONTRACT, AND ASSIGNABILITY:** Should any clause of this contract be found invalid or unenforceable by a court of law, the remainder of this contract shall not be affected, and all other provisions of this contract shall remain valid and enforceable. Exhibitor/Vendor acknowledges that Exhibitor/Vendor has read this contract and understands its contents. The entire contract between AGENT and Exhibitor/Vendor and cannot be changed except by written agreement. AGENT and Exhibitor/Vendor acknowledge that there are no other contracts or conditions other than as set forth in this contract. This contract may not be assigned by either party without the written approval of the other party.

**SPACE AGREEMENT:** Providing for the safeguarding of Exhibitor/Vendor's products is the responsibility of Exhibitor/Vendor from the time such products are moved into the booth(s) until they are removed by Exhibitor/Vendor. The AGENT shall not be responsible for, or guarantee to Exhibitor/Vendor, the safety of any property against fire, accident, theft, or loss or against persons for injury. AGENT reserves the right to require Exhibitor/Vendor to terminate for the duration of show hours any and all activities conducted inside or surrounding an event and/or Exhibitor/Vendor's booth location(s) that AGENT, at its sole discretion, determines is inappropriate, disruptive, or offensive.

**CARE OF PROPERTY:** Exhibitor/Vendor shall not permit any property, article, or item to be brought into, or permit any act to be done inside or surrounding any Juneteenth event that will increase or void policies of insurance held by AGENT. Exhibitor/Vendor shall not permit any act by its employees or independent contractors that shall in any manner mar or deface the premises. Exhibitor/Vendor is responsible for damage done to any and all property where rental space.