



To: All NON-FOOD Vendors

The Gillespie County Fair & Festivals Association welcomes you to

[Night In Old Fredericksburg](#)

on July 20, 2019!

Non-Food Vendors booths are \$40, and will be located both inside and outside of Exhibition Hall. Booths measure 10' x 15'. There is a limited number of booths available, so return your application quickly so it can be reviewed. You will be notified if you have been selected by email.

Please go to [www.gillespiefair.com](http://www.gillespiefair.com) to download your application and email back, and make payment by calling the office. You will be able to download the general list of the merchandise you will be selling and, also, a copy of your active Texas Sales Tax Permit to submit with your application. Photos of the booth set up and merchandise you wish to sell will need to be sent via email to [info@gillespiefair.com](mailto:info@gillespiefair.com) or regular US mail as soon as possible. **Applications will not be considered for inclusion for Night In Old Fredericksburg unless all of the above listed materials are submitted.** Deadline for applications is July 18, 2019.

Sincerely,  
Gillespie County Fair & Festivals Association

Enclosure

**Mailing: PO Box 526  
Physical: 530 Fair Drive  
Fredericksburg TX 78624**

**Office (830) 997-2359  
Fax (830) 997-4923  
[info@gillespiefair.com](mailto:info@gillespiefair.com)  
[www.gillespiefair.com](http://www.gillespiefair.com)**

## **NON-FOOD VENDOR APPLICATION**

### NIGHT IN OLD FREDERICKSBURG

July 20, 2019

**\*\*Please Print\*\***

Name of Vendor \_\_\_\_\_

Vendor's Business Name \_\_\_\_\_

Address \_\_\_\_\_

City State Zip \_\_\_\_\_

Home phone/ Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

Submission of Vendor Application and Agreement (Application) does not guarantee booth space. If not approved, your application and deposit will be returned. If accepted, you will be contacted by telephone or email.

#### **VENDOR DATES & TIMES**

**Set Up:**

Friday, July 19, 2019  
or Saturday, July 20, 2019

Check In and can Set Up during business hours (9a-5p)  
Begin at 8:00am and be ready to open at 11:00 am

**Operating Hours:**

Saturday, July 20<sup>th</sup>  
Sunday, July 21<sup>st</sup>

11 am – 11 pm  
11 am -- 3 pm

#### **BOOTH COST & REQUEST**

**All Booths (In & Outside of Exhibition Hall) \$40 per 10' x 15' booth space. (See item 6 under Terms & Conditions.)**

*(Booth assignments are not guaranteed. See item 3 under Terms & Conditions.)*

#### **MERCHANDISE LIST & PICTURES**

All applicants must submit pictures and a general list of the merchandise they will offer for sale. Pictures will become the property of the Gillespie County Fair & Festivals Association. Any item not pictured or listed is subject to exclusion for sale at the Fair

**\*\*\*REQUIRED DOCUMENTS\*\*\***

**(If by email, send to [info@gillespiefair.com](mailto:info@gillespiefair.com))**

**Application is considered incomplete if any of these items are missing:**

- **Completed Application and Vendor Agreement, signed and dated**
- **Copy of applicant's active Texas Sales Tax Permit**
- **A general list of merchandise, including photographs of set up booths**

## TERMS AND CONDITIONS

1. The Gillespie County Fair & Festivals Association, Inc. (GCFFA), or any member thereof, assumes no responsibility for the assigned display space, equipment, or any display material therein. \_\_\_\_\_(initial)
2. **All** booths must be ready to open at 1:00 p.m. on Saturday, July 20, 2019 **without exception. Any Vendor not set up by deadline forfeits his/her booth with NO REFUND.** \_\_\_\_\_(initial)
3. Booth spaces will be assigned by the GCFFA committee based on date received and merchandise for sale. **No trading or swapping spaces is allowed.** While the GCFFA may restrict the number of booths selling similar merchandise, **NO ONE WILL HAVE EXCLUSIVE RIGHTS TO ANY PRODUCT.** \_\_\_\_\_(initial)
4. **All Vendors are required to provide the GCFFA with a specific and detailed list of items to be sold.** Any application submitted without this information will not be considered. Any item not included on the list is subject to exclusion at the Fair. **Any Vendor selling products that produce any sort of projectile or make loud noise or generally create a nuisance, will be asked to remove those products from their booth.** Any item deemed distasteful by GCFFA officials shall be removed from display. If this request is denied, the Vendor will be asked to leave the grounds with no refund of booth fee. \_\_\_\_\_(initial)
5. All Vendors must collect city, county, and state sales tax, and pay same to the State of Texas Comptroller. An **actual copy** of your active TEXAS SALES TAX PERMIT must accompany this agreement; **proof of Active Status is not sufficient.** The State of Texas requires that certificates are clearly displayed in the sales area. \_\_\_\_\_(initial)
6. All booth spaces are divided into 10' X 15' spaces. **Please be sure that your booth will conform to this space before submitting your application.** All items must fit inside the 10' X 15' booth – **no items may protrude into the aisle.** Selling or promoting material in any other area is strictly prohibited. \_\_\_\_\_(initial)
7. All accessories and/or furnishings such as tents, backgrounds, dividers, tables, chairs, etc., must be furnished by the Vendor. \_\_\_\_\_(initial)
8. Upon arrival, Vendors must check in at the Fair office to receive passes. Each Vendor will receive a maximum of four (4) gate passes. Additional passes will be available at \$5 each. Vendor is responsible for staffing booth and is also responsible for the conduct and appearance of said staff. Vendor will receive one (1) temporary vehicle pass to load and unload. **Vendor MAY NOT park inside the fairgrounds. Vehicles left inside fairgrounds WILL BE TOWED AT OWNER'S EXPENSE.** \_\_\_\_\_(initial)
9. Uniformed Security Officers will be on duty the Friday night before and during the hours of Night In Old Fredericksburg. \_\_\_\_\_(initial)
10. No animals or pets are allowed on the fairgrounds, with the exception of service animals. \_\_\_\_\_(initial)
12. Noise levels of any kind, including but not limited to, PA systems, radios, demonstrations of merchandise, etc., must not interfere with neighboring booths. \_\_\_\_\_(initial)

13. VENDOR AGREES TO INDEMNIFY AND FOREVER HOLD HARMLESS THE GILLESPIE COUNTY FAIR & FESTIVALS ASSOCIATION, INC. (GCFFA), AND ANY OF IT'S OFFICERS, DIRECTORS, EMPLOYEES OR ANY OTHER AGENTS ASSOCIATED WITH THE GCFFA, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, COSTS, LIABILITY AND EXPENSES FOR PERSONAL INJURY AND/OR ILLNESS, AND/OR CONDITIONS LISTED IN THIS CONTRACT, AND/OR PROPERTY DAMAGE AND/OR ANY LOSS ARISING FROM: THE USE OF GCFFA'S FACILITIES, SURROUNDING GROUNDS, PARKING AREA, AND/OR ANY OTHER FACILITY OWNED OR UNDER CONTROL OF GCFFA, AND/OR A GCFFA SPONSORED EVENT, BY VENDOR OR HIS/HER AGENTS OR HIS/HER ACTIVITIES IN CONNECTION HERewith, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF COURT. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST GCFFA BY REASON OF SUCH CLAIMS, VENDOR, UPON WRITTEN NOTICE FROM GCFFA, COVENANTS TO DEFEND SUCH ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO GCFFA OR BY COUNSEL RETAINED BY VENDOR'S INSURANCE COMPANY." \_\_\_\_\_(initial)

I, THE UNDERSIGNED VENDOR, DO HEREBY AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT. SHOULD I FAIL TO DO SO, I AGREE TO FORFEIT ALL MONEY AND THE RIGHT TO PARTICIPATE IN NIGHT IN OLD FREDERICKSBURG.

VENDOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

#### APPLICATION SUBMISSION DEADLINE

Completed Application must be received for committee review by July 18, 2019. **Incomplete Applications will be not be considered.** If Applicant resubmits completed Application, consideration will be given based on resubmission date. **All late entries must have all required documents and payment submitted to the Fair office prior to arrival. No "day-of" Vendors will be accepted.**