

Galveston Holiday in the Park - Choral/Band Concert Series

Hello Valued Vendors!

Yaga's Entertainment, Inc. is proud to announce the 4th Annual Galveston Holiday in the Park Choral/Band Concert Series. This family friendly event takes place Saturday, December 10th from 12pm-6pm. The mission of this annual event is to:

- Encourage participants parents, siblings, extended family, and friends to attend in support of their budding talent and increase traffic on the Strand and Vendor Area;
- Create business opportunity for vendors during a typically slow time;
- Provide a platform for Strand merchants/restaurants to offer specials to participants encouraging them to spend the day/weekend in Galveston;
- Encourage schools and local organizations to promote the event in their area.

We anticipate approximately 1,000-2,000 performers and spectators to enjoy all that Galveston has to offer! In addition to the Concert series, Santa will be in the park for photo's and last minute Christmas wishes from 1pm-5pm.

Vendor Application Checklist:

1. Application- Page 2 Completed and Signed
2. Copy of Texas Sales Tax Permit
3. Photograph of Booth Set Up
4. Full Payment

Sincerely,

Sarah Spak

Vendor Coordinator

Yaga's Entertainment Inc.

409-770-0999

2314 Strand, Galveston, TX 77550

sspak@yagaspresents.com

APPLICATION AND AGREEMENT FOR VENDOR SPACE
Saturday December 10th

Non Food Vendor	
Each 12 x 12 Space = \$200.00	
Number of Booth Space(s)	_____
TOTAL=	\$_____

Please list all items to be sold _____

NO PERSONAL CHECKS WILL BE ACCEPTED – CASH, CASHIER’S CHECKS, MONEY ORDERS, OR CREDIT CARD ONLY

Company _____ Address _____ City _____ State _____ Zip _____ Applicant Name _____ Phone (Day) _____ Fax _____ Cell _____ Valid Email _____ Texas Sales Tax Number _____	<p align="center"><u>Fax Back with Credit Card or Mail Money Order Payment To:</u> Yaga’s Entertainment, Inc. 2314 Strand St, Galveston, TX. 77550 Phone (409) 770-0999 Fax 409-419-1717</p> Charge My: Visa MC Amex Disc Amount \$ _____ Account # _____ Exp. Date _____ Security Code _____ Billing Address: _____ Billing City: _____ State: _____ Zip: _____ Name of Cardholder _____ Signature _____
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Application (hereinafter described) hereby applies for exhibit space at the 2016 Holiday in the Park. This application shall become an agreement between applicant and Yaga’s Entertainment, Inc. for the use of said space under the following terms and conditions.

I have read, understand and agree to all of the rules & regulations (pages 3-4)

Signature _____ Date _____

RULES, REGULATIONS AND GUIDELINES

RESERVATION PROCEDURES:

No telephone reservations will be. You must complete the application and forward to us with full payment to reserve your space. Upon acceptance of your application a confirmation email will be sent to you.

CHECK IN:

12/10/16: Saturday 9:30am. An email of your check in location will be sent one week prior to the event. (All vehicles must be off the streets by no later than 11:30am)

LOAD IN: Vendors will be allowed to pull their vehicle up to their assigned space to unload. Once items are unloaded all vehicles should be moved to allow other vendors to unload.

BREAKDOWN: Vendors may not begin breakdown until 6:00pm on Saturday.

FESTIVAL HOURS: Saturday 12pm-6pm

BOOTH SPACE ASSIGNMENT:

Vendors will be located in the Historic Strand District in Saengerfest Park and on 23rd Street from Harborside St. to Strand St. Space assignment will be given at check in. All booth assignments are based on a **first paid, first reserved basis**. Management will work with you as best as possible to honor your space requests. Special circumstances require management's discretion. Yaga's Entertainment, Inc. reserves the right to reassign your reserved exhibit space if you do not set up within designated set-up times or call our offices at 409-770-0999.

PHOTOGRAPH OF BOOTH SET UP: Is required by all new vendors as part of the application process.

POWER & WATER: Limited power and water is available, please request with the vendor coordinator.

FIRE TENT PERMIT:

All vendors with a tented space of 400 square feet or larger will be required to have a Fire Tent Permit issued through the Fire Marshal's office in Galveston. Contact the Fire Marshal's office for permit and proper fee amount. Mail your permit form and fee to them directly. Yaga's Entertainment, Inc. does not need a copy of your permit. Office of the Fire Marshal, City of Galveston, 2517 Avenue H, Suite 207, Galveston, Texas 77550, Phone (409) 797-3870, fmo@cityofgalveston.org

TEMPORARY GALVESTON COUNTY HEALTH DISTRICT FOOD SERVICE CERTIFICATION:

All Vendors sampling food must complete the application for a Health Permit with the Galveston County Health District. The form can be found online at: <http://www.gchdenvform.org/servlet/guest?service=0&formId=38>

SALES TAX PERMIT:

All federal, state, and local laws governing retail sales tax must be followed. Vendors **MUST** provide Yaga's Entertainment Inc. with their own Texas sales tax number. Vendors are required to display the registration certificate throughout entire festival. An online application form is available at <http://www.window.state.tx.us/taxpermit>

INSURANCE:

Insurance is included in the vendor space fee. *YAGA'S ENTERTAINMENT, INC. will provide (VENDORS) General Liability coverage under their "Special Events Policy #CL420912373 written with Essex Insurance and meeting the General Liability requirements: \$1,000,000 Per Occurrence/\$2,000,000 Aggregate Bodily Injury & Property Damage \$1,000,000 Personal Injury/Advertising Injury Limits \$100,000 Fire Damage Legal Liability/ \$1,000 Medical Payments Limit*

CANCELLATION POLICY:

NO REFUNDS are given unless the festival is cancelled.

Rules & Regulations:

1. Yaga's Entertainment, Inc. will obtain permits for vendors for all concessions on public right-of-ways and on private property governed by the City of Galveston
2. Weather is out of the control of Yaga's Entertainment, Inc. Vendors should bring proper equipment to ensure the safety of others when dealing with weather, such as high winds. Vendors are required to bring cinder blocks, water barrels or other weighted devices to hold down tents;
3. Booth space size is 12' x 12'. Pre-fabricated booths and detached trailers will be allowed in areas designated by Yaga's Entertainment, Inc.
4. Vendors are **REQUIRED** to remain operational during festival hours.
MOTORIZED CONCESSION VEHICLES, GLASS CONTAINERS AND ALCOHOLIC BEVERAGES ARE STRICTLY PROHIBITED.
5. Amplified music systems must have approval from Yaga's Entertainment, Inc.
6. Pricing and information signs are allowed on, and/or within vendor booths. All signage must stay within the purchased space only. To protect advertising rights of entities, sponsors and businesses, brand names are not allowed.
7. **NO PEDDLING ALLOWED OUTSIDE ASSIGNED VENDOR BOOTHS AT ANY TIME.** This will be strictly enforced by Yaga's Entertainment Inc.
8. Vendors must provide trashcans for inside their booth space.
9. To guarantee a vendor space, completed applications and full payment must be received.
10. Parking is not provided to vendors. Vendors will need to make their own arrangements. The City of Galveston has timed restricted parking and there is also a parking garage at the corner of 25th Street and Harborside Street.

SAFETY & SECURITY: Due to public safety concerns, there will be no placing of any structures, signs, or products on the sidewalk area whatsoever, unless authorized by Yaga's Entertainment, Inc. No items will be chained to parking meters, signs or utility poles. There will be patrolling security hired by the City during the day.

CLEANUP REQUIREMENTS: ALL VENDORS will be required to clean their area.

MENU SELECTION & POLICIES: As part of the application process, vendors must list items to be sold and pricing. Vendors may only sell those items listed on the vendor application. Vendors may not sell any additional items without the express written consent of Yaga's Entertainment, Inc. In addition, we reserve the right to state that certain items cannot be sold, and therefore those items must be omitted. All food vendors will be prohibited from selling non-food items, such as hats, t-shirts, etc. Conversely, all non-food vendors will be prohibited from selling or giving away food or drinks.

USE OF LOGOS MARKS & IMAGES: Vendors may not sell any item with the City of Galveston logos or graphics. Vendors may not sell any item with the name or images of any band or performer playing at Holiday in the Park. There are no exceptions to this policy. Violators will be removed from the festival immediately at their own expense.

MERCHANDISE RESTRICTIONS: Yaga's Entertainment, Inc. has the exclusive right to display, license, sell and merchandise all event novelties (t-shirts, posters, etc.). Yaga's Entertainment, Inc. further has the right to inspect, approve, reject or otherwise control the display, promotion, sale or other merchandising of products or services by exhibitors at the event in its sole discretion. Any products or services rejected by Yaga's Entertainment, Inc. must be immediately removed from the event premises and may be removed by Yaga's Entertainment, Inc. if this does not occur. Galveston codes and/or Festival policy prohibit the selling of sexually explicit material, items with obscenities or profanity, illegal drugs and drug paraphernalia, weapons, merchandise containing racial slurs, manufacturer or copyright infringements, obscenities or other offensive or other detrimental matter. Any such merchandise or displayed matter will be confiscated and not returned. Merchandise designed to be passed off as event merchandise (use of Galveston, date, event name, trademarks, etc.) or which has this effect will not be permitted. No signage may be displayed in Exhibitor space reading "Holiday in the Park Merchandise", "Festival Merchandise", "Festival Tees", "Event Tees" or any similar language advertising the sale of event merchandise. Any vendor found selling merchandise that infringes on these trademarks may be asked to leave immediately and will be subject to legal recourse. No silly string products allowed on festival grounds.

RELEASE OF LIABILITY: My application is a commitment to show with all the created work being exhibited for sale, and I personally will be present at all times during each day of Holiday in the Park. I have read all of the Holiday in the Park application information and agree to abide by all the rules. I hereby release Holiday in the Park, Yaga's Entertainment, Inc. the City of Galveston, festival organizers, volunteers, sponsors, property owners, and tenants from all claims, demands, actions, debts, liabilities, and causes of action of every nature which the undersigned might have against the above by reason of any damages, loss, theft, or injury to person or property, or both, resulting from the entry by the signer on Holiday in the Park grounds. Holiday in the Park reserves the right to use artist's images to advertise and promote Holiday in the Park. I understand that my slides/photos will not be returned. Applicant agrees to observe and comply with all applicable laws, statutes, ordinances, rules and regulations. Applicant assumes all costs and liability arising from the use of patented, trademarked, copyrighted or service marked materials, equipment, processes or creative rights. Applicant shall not assign or attempt to sell this agreement or any rights hereunder without the prior written consent of Yaga's Entertainment, Inc. Yaga's Entertainment, Inc. reserves the right to terminate the license granted by this agreement for good cause and, in said event, Applicant agrees to waive and forego all claims for damages and recourse of any kind. Applicant agrees to assume all risks arising out of or relating to it's attendance or participation at said event and to protect, defend, indemnify and hold harmless Yaga's Entertainment, Inc., the City of Galveston, Galveston Park Board of Trustees, GPM, Inc. and each of their agents, servants, contractors and employees from any and all liability, loss, damage or expense it may cause or sustain from any cause whatsoever, including fire, theft, personal injury or property loss. I further acknowledge that I am aware that I cannot sell, give or offer for sale any pictures or accounting of this event for publication without the written permission of Yaga's Entertainment, Inc.