

# DOWNTOWN GEORGETOWN ASSOCIATION

## Terms of Agreement, Policies & Procedures for Events

The following are the contractual terms and conditions of the agreement to rent Participant space at any event held by Downtown Georgetown Association. As a participant, your acceptance of these terms shall constitute a binding agreement.

I. Downtown Georgetown Association. Hereinafter “DGA” shall mean Downtown Georgetown Association, their officers, agents, staff, and any volunteers acting for it, in the management of this event.

II. **Eligible Participants.** DGA reserves the right to determine whether a business is eligible for inclusion in any event.

III. **Eligible Products.** All products and services to be sold, offered or referred to during an event must be included in the Application and approved by DGA. DGA reserves the right to exclude the sale of any product. **No participant is guaranteed product exclusivity.** Product displaying weapons or illicit drugs are not allowed.

DGA reserves the right to deem products unacceptable at any time during the application process or while vendor is on facility grounds. Unacceptable items must be removed from the booth space on demand and vendor may be expelled from the property for non-compliance with vendor rules or request to remove unacceptable items.

IV. **Contact Information.** Participants must provide contact information to be used before, during and after an event. This information is required for participation. Participants are responsible for providing updated information to DGA. Please provide:

- a. Name of business, include legal and dba, if different
- B. Name of all persons occupying and/or accessing the Event Area on behalf of your business. For example, anyone working in the booth, assisting with setup / tear-down, or delivering product to your booth
- c. An active email address that is regularly monitored
- d. An active mobile phone number capable of receiving text messages
- e. License plate(s) for the vehicle(s) entering the Event Area.

V. **Consequences for Noncompliance.** Participant understands that violation of or noncompliance within this Agreement or any rule, regulation, law, ordinance, or decree may result in immediate expulsion of Participant, agents, associates and / or affiliates and property and goods from the event without a refund of any applicable fees paid.

a. Participant understands and agrees that any employees, agents, or associates, etc. acting on behalf of the Participant and subject to the terms set forth above will be viewed by DGA as an action of the Participant.

## VI. Code of Conduct.

a. **Smoking.** City ordinance prohibits smoking in or near structures, including tents. Smoking is not permitted in booths or surrounding event space.

b. **Unlawful possession of firearms, consumption of alcohol, use of drugs, or operating under the influence** are not permitted and is grounds for permanent eviction from DGA events.

d. **Conduct.** DGA asks Participant to be considerate and respectful of event attendees, fellow vendors, performers, and Event Staff.

i. Please refrain from the use of obscenities or foul language, as this is a family-friendly event.

ii. Harassment, in any form, will not be tolerated. Forms of harassment include sexual language and imagery, sexist, racist, and exclusionary jokes, and acts that insult or belittle Event Staff, other participants and attendees in any way. These are unacceptable at all DGA events.

iii. Please respect the requests of Event Staff, representatives of the City of Georgetown, and Georgetown, Police, Fire and EMS.

e. **Should Participant observe a violation of this Participant Agreement**, city ordinance or law, Participant agrees to contact Event Staff, and / or proper authorities and not directly engage the violator in any way.

f. **Participant must conduct all business within their Booth Space.** Placing leaflets, pamphlets or flyers on vehicles or structures is not allowed.

VII. **Booth**, Booth Space. Hereinafter “Booth” and “Booth Space” shall mean the area designated by DGA for Participant, whether in a tent or any type of vehicle, to operate within and vend approved products and / or services. Participants acknowledge and understand that:

a. Booth locations are determined by and are at the sole discretion of DGA Fundraising Coordinator.

B. Participants who apply for at least three consecutive events may specify a preferred location. A premium may be charged to guarantee booth assignment.

c. Specific location is not guaranteed. Every effort will be made to place Participant in the space assigned prior to an event; however, situations may occur forcing a relocation prior to or during an event. The need for relocation is at the sole discretion of the DGA.

d. Spaces may not be sold, traded, or sub-leased. No refunds will be given once the application is approved & processed.

e. Should Participant need to cancel for any reason, they must inform the Event Coordinator as soon as possible. Failing to do so can result in future applications not being approved.

f. DGA cannot be held responsible for obstructions that are out of its control. This includes, but is not limited to, abandoned vehicles, landscape (trees / shrubs), utility boxes.

g. Booth/display height cannot exceed 15 feet. Exceptions must be approved by DGA in writing prior to event.

h. DGA will make all decisions on placement of all Participants. Anyone that does not have an approved permit will be removed.

i. Should it become necessary for a Participant to depart from an Event prior to the scheduled closing time for the event, Participants are required to notify the Fundraising Event Coordinator and / or Event Staff prior to tearing down the booth. Event Staff will help you depart from the Event Area safely and timely.

VIII. **Fire and Safety**. All federal, state and city regulations pertaining to fire and safety must be adhered to.

a. Participant is responsible for assuring all items in the assigned booth are adequately secured in the event of weather, i.e. wind, rain, etc., and that weights must be used to secure all corners of tent along with all displays and structures contained within the booth (tables, shelves, hanging racks, etc.) so that any of these items are not allowed to blow into or damage another Vendor's booth, property and / or merchandise.

b. Participant, including those operating from any type of vehicle, understands and acknowledges that any damage to surrounding property resulting from failure to adequately secure items in and around booth will be held liable for the damage.

c. Any Participant who vends food acknowledges there are specific guidelines for operation and placement of booths and agrees to abide by the policies set forth by Williamson County, City of Georgetown and DGA. Participant agrees to operate in a way that does not place Event Staff, other participants, or attendees at risk. Participant acknowledges placement is at the sole discretion of the DGA Fundraising Coordinator and the DGA Fundraising Coordinator, or Event Staff, reserves the right to relocate booths.

IX. **Insurance**. Insurance is the responsibility of the Participant. DGA is not responsible for the replacement of lost or stolen goods. Participants are responsible for obtaining their own general liability insurance for all events, including set-up and tear-down.

X. **Compliance with Law/Standards**. Participants are responsible for meeting all city/state resale-licensing agreements. DGA assumes no responsibility for any tax liability incurred by Participant from the sale of any goods or services at the event.

a. Participant further agrees to indemnify and hold harmless DGA from any tax liability the Participant may incur from the sale of any goods or services at the Event.

b. Participant must comply with fire, safety, tax and ADA requirements of the City of Georgetown and Williamson County and regulations determined by the Williamson County Health Department and, if applicable, Texas Alcoholic Beverage Commission (TABC).

XI. **Event Area and Event Area Access**. Participants may enter the Event Area with a vehicle prior to the start of an event and at the end of an event.

a. At the start of an event, Participants will receive instruction on entering the Event Area and are required to enter on the street as instructed. Participant must unload all items at the designated location and exit immediately. Participants must remove their vehicle from the Event Area immediately after unloading and return to complete setup.

b. At the end of an event, Participants must tear down and prepare their items for pickup prior to returning with their vehicles to the Event Area.

c. Exiting the Event Area. Participants will receive instruction on exiting the Event Area and must exit on the street as instructed.

XII. **Generators**. No generators are permitted without prior approval. Absolutely no loud generators.

XIII. **Parking.** Parking is available at: 7th & Rock, 8th & MLK or 9th & Main.

a. Parking in front of merchant stores is strictly prohibited. Participant understands parking in prohibited areas constitutes a violation of the terms of this Agreement. In addition to the Consequences for Noncompliance, the vehicle may be towed at the owner's expense. As this Agreement serves as notice, DGA, its staff, volunteers and Board of Directors may not held responsible.

XIV. **Tents.** Participants must have tents or awnings, as this is an outdoor festival. All tents must have a minimum weight of 40 pounds per leg. No exceptions. In the event a Participant's tent or any of the Participant's property causes damage to another booth due to negligence, the Participant will be held financially responsible for all damages, including loss of product and / or loss of business.

a. Tents may not be secured by inserting stakes into the pavement.

b. Tents are not permitted on sidewalks and / or grass areas. No exceptions.

c. All tents must be fire resistant and properly labeled to meet the fire code determined by the City of Georgetown.

d. Only LED lighting is allowed in tents.

e. Participants are responsible for their own electrical cords. All cords must be covered and kept out of walkways within or near the booth. An abundance of caution is required to minimize the risk of creating trip hazards.

f. All items, goods, service etc. must be kept within the tent area no overflow in walking areas and/or curb.

g. No open flames, lit candles or burning of incense will be allowed inside of tent.

i. Outside cooking and / or grilling must be approved in writing by DGA prior to event and must be contained in the designated space to insure public safety. All Participants must comply with regulations of the City of Georgetown and Williamson County, Texas.

h. Participants must bring their own display tables, shelves, or whatever is needed for proper display of items. Participants are responsible for all "booth" set-up and take down of merchandise, displays and tents or covers. It is further understood that each participant is responsible for assuring that all items in his/her own booth are well secured in the event of weather, i.e. wind, rain, etc., and that the proper amount of weights must be used to secure all corners and parts of booth (tables, shelves, hanging racks, etc.) so as not to blow into or damage another booth operator's booth and merchandise.

XV. **Safety, Sanitation and Refuse.** Participant is responsible for maintaining a high standard of sanitation inside and nearby the booth, including keeping all goods, services, cooking and flooring (ground) surfaces clean and litter-free. Materials (i.e.: marketing materials, cups or napkins) must be secured from wind.

a. *Hand Sanitizer: it is recommended that all vendors make hand sanitizer available to customers*

b. Face Coverings: are optional

c. **Disposal of Trash:** Participant may deposit small material into trash or recycling receptacles (as appropriate) located in event area. Participants are not allowed to place material outside of or on the ground near a receptacle if the receptacles are full. Participants are responsible for the removal of large material unless otherwise agreed upon in writing prior to the event. Any items provided to the Participant by the DGA must be returned to the DGA booth at the event's end. Participants must provide sufficient personnel to comply with these terms.

d. **During Events:** Trash should not be allowed to accumulate within the booth.

e. **At Closing:** Participants are responsible for the removal of trash. Participants using grease in their operation, or that produce grease as a by-product of food preparation, must use grease containers. Grease liquids or solids may not be dumped in any sewer, sink, tree pit or anywhere else on event site.

XVI. **Surrender of Premises.** At the conclusion of the event, Participants must surrender the premises to DGA in the same condition as when originally occupied.

XVII. **Acknowledgement, Release and Waiver of Liability.** Participant hereby releases, forever discharges and holds harmless DGA its staff, volunteers and Board of Directors, City of Georgetown and Williamson County in the state of Texas from any responsibility or liability for loss, claims, damages, theft, injury or accident from activities conducted in preparation for, during and immediately following the event in which Participant takes part. Participant assumes full and complete responsibility and will hold harmless DGA, its staff, volunteers and Board of Directors, City of Georgetown, its officers, council members, directors, servants, agents, employees, or volunteers from any loss, lost profits, damage or injury to person or property of the Participant or Participant's agents, associates, customers, or invitees.

XVIII. **Weather.** Events are held regardless of weather. No refunds will be given for any reason.

XIX. **Payment.** Participant must include all fees with registration. Participants will be notified by email in the case of declined credit card. Participant agrees that a check declined for insufficient funds will be assessed for all bank fees/ penalties plus \$25.