



APPLICATION AND AGREEMENT FOR USE OF EXHIBIT SPACE

The Pocket Market at Yaga's Children's Fund Wild Game & BBQ Cook-off

May 11, 2024

Application (hereinafter described) hereby applies for exhibit space at the 2024 Yaga's Wild Game BBQ Cook-Off. This application shall become an agreement between Applicant and The Pocket Market for the use of said space under the following terms and conditions.

Email the complete application to Evelyn Hayes at evelyn@hayeshoney.com.

Upon receipt, all applicants will receive a confirmation email and invoice.

In detail, describe the products or services you will be selling/displaying:

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Applicant Name : _____

Phone: _____

Cell: _____

Email: _____

2024 General Merchandise Booth Space

Load-In on Saturday at 7:00 a.m.

Load-Out on Saturday at 5:00 p.m.

Booth Size is 10ft x10ft for \$100.00 each.

of 10'x10' spaces _____

TOTAL= \$ _____

Evelyn Hayes will email invoices to the provided email address, and you will send the payment through QuickBooks.

YOUR ENTIRE DISPLAY MUST FIT WITHIN YOUR DESIGNATED BOOTH SPACE.

ALL EXHIBITORS MUST READ AND SIGN THE TERMS AND CONDITIONS ON PAGE 5



Terms and Conditions for Exhibit Space

RESERVATION PROCEDURES

No telephone reservations will be accepted, and there are NO GUARANTEED reservations without payment. You must complete the application on page 1, email this packet to Evelyn Hayes, and make a full payment to reserve your space. A booth space will be assigned once full payment is received. Upon acceptance of your application, you will receive a confirmation email and an invoice via QuickBooks. Exhibit fees will include space rental only. NO EXCEPTIONS.

Access to power is not available. The applicant can bring a quiet generator but must have a fire extinguisher ready.

CAPACITY CONTROL

The policy of controlling the number of exhibitors selling/displaying at each show will continue throughout the year. So, early reservations with full payment are essential!

BOOTH SPACE ASSIGNMENT

All booth assignments will be assigned prior to the Event and a map will be emailed. The Pocket Market reserves the right to reassign your exhibit space.

INSURANCE

Insurance coverage is mandatory. Insurance is NOT included in your booth space price. You must secure a commercial general insurance policy in the amount of at least \$1,000,000, for general liability, which names YAGAS CHILDRENS FUND INC as additional insured.

YAGAS CHILDRENS FUND INC

2314 Strand

Galveston, TX 77510

(409)762-6676



FIRE TENT PERMIT

All vendors with a tented space larger than 400 sq ft. will be required to have a Fire Tent Permit issued through the Fire Marshal's office in Galveston. Please get in touch with the Fire Marshal's office for proper fee amount and mail your permit form and fee to:

Office of the Fire Marshal
City of Galveston
2517 Avenue H, Suite 207
Galveston, TX. 77550
Phone (409) 797-3870
fmo@cityofgalveston.org

SALES TAX PERMIT

All federal, state, and local laws governing retail sales tax must be followed. Exhibitor must provide their own Texas sales tax number.

Exhibitor is required to display the registration certificate throughout the entire Event. An online application form is available at

<https://www.comptroller.texas.gov/taxes/permit/>

Proof of Sales Tax must be provided before you are allowed to move into your spot. All information will be maintained with the strictest of confidentiality.

HEALTH PERMIT

All food vendors must fill out the application for a health permit from the Galveston County Health District. The form can be filled out online at:

<http://www.gchdenvform.org/servlet/guest?service=0&formId=38>

A COPY OF ALL NECESSARY PAPERWORK NEEDS TO BE FILED WITH THE POCKET MARKET.



LOAD IN

Saturday, May 11th, 2024. 7:00 a.m. until 9:30 a.m.

LOAD OUT

Saturday, May 11th, 2024. 5:00 p.m.

HOURS OF OPERATION

(Booths must remain open during these hours)

Saturday, May 11th, 2024

10:00 a.m. to 5:00 p.m.

CANCELLATION POLICY

90-61 Days - 50% of Booth Space fee Refunded

60-31 Days - 25% of Booth Space fee Refunded

30-0 Days - NO REFUND

This event will be held rain/shine.

SET-UP/ TEARDOWN POLICY

Reference the map for load-in/out locations. You will need to bring a dolly/wagon to cart your products inside the grounds. Driving up to your spot will not be allowed.

Be prepared to stay set up throughout the Event. There will be no early teardown and NO EXCEPTIONS.

SAFETY & SECURITY

Due to public safety concerns, structures, signs, or products will only be placed on the sidewalk area if management approves. All tents must be secured/weighted.

MERCHANDISE RESTRICTIONS

Yaga's Children's Fund Board of Directors has the exclusive right to display, license, sell, and merchandise all event novelties (t-shirts, posters, etc.). The Pocket Market 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 The Pocket Market must be immediately removed from the event premises and may be removed by The Pocket Market if this does not occur. Galveston codes and/or Event policy prohibits 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 with this effect, will not be permitted. No signage may be displayed in the Exhibitor space reading "Official Yaga's Wild Game BBQ Cook-off," "Event Merchandise," "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. Alcoholic Beverages may not be sold or served within an exhibitor's space without written consent from The Pocket Market, and all vendors must sell products of the official event caterer or beverage sponsor (i.e., water, soda) if they wish to sell this product. The Pocket Market will determine the appropriateness of products exhibited and reserves the right to prohibit the display or advertisement of products that violate these Exhibitor Regulations or any other reason. By signing this form, you are agreeing that The Pocket Market has sole and final authority to determine violations of this agreement.

RELEASE OF LIABILITY

Applicant agrees to observe and comply with all applicable laws, statutes, ordinances, 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 The Pocket Market. The Pocket Market 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 its attendance or participation at said Event and to protect, defend, indemnify, and hold harmless The Pocket Market, Yaga's Children's Fund Board of Directors, and the City of Galveston 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 The Pocket Market and Yaga's Children's Fund Board of Directors.

I have read and understand all the above terms and conditions.

Signature: _____ Date: _____