

## EARTH DAY AT DISCOVERY GREEN VENDOR RULES

**MANDATORY** - All Vendor Applicants must read and agree to the following terms and conditions. Upon approval, vendors will receive an invoice and be required to submit payment and any other required documents prior to the event. All vendors must be in compliance with all applicable county, city, state and federal regulations, and hold all required permits and/or licenses.

1. Booth Space consists of:

- 10' x 10' of operational space
- Opportunity to sell signature items.
- Opportunity to promote your company on-site with coupons, promotional materials and name identified uniformed employees.
- On-site set-up generally begins 4 hours prior to event start time.
- Vendors will determine the prices of their own products. It is required that vendors post their prices. Vendor is required to collect, report and pay all applicable sales taxes.
- Vendor is required to post adequate signage. Business name must be displayed. Vendors are encouraged to market their area creatively and artistically to ensure profitable sales.

2. Vendor agrees to provide all operational equipment (i.e. displays, extension cords). Vendor assumes all responsibility for set up and tear down of booth display. For the safety of park patrons, driving is not allowed in the park.

3. Vendor agrees to set-up and sell only in the assigned booth space. Any set-up outside the 10' x 10' allotted space will incur additional booth space fees. The booth space must operate all hours of the event and vendor may not leave prior to close of the event. Roaming the site or selling from multiple locations within the park site is not permitted and could result in removal from the event with no refund.

4. Limited electricity (110 AC) is available at the additional rate of \$100.00 per booth space. Vendors utilizing electricity must bring their own extension cords, and follow direction of Discovery Green Conservancy staff during set up.

5. Vendor agrees that Discovery Green staff determines booth location. Booth location and fee are

non-transferable and non-refundable. Approved vendors will receive details on load-in/out, parking and site map with booth location 2-5 business days prior to event.

- 6. Vendor agrees not to damage Discovery Green property in any way (i.e. nails, staples, paint, etc.) and agrees to pay for any damages therein.
- 7. All Vendors must vacate the park vending areas within two hours after the event.
- 8. Cleanliness and Cleanup: All Vendors are required to clean up their own refuse, packaging material and any debris in their stall and selling area in a timely manner. During Discovery Green event hours, Vendors must continuously monitor the debris around their selling area and pick up any trash and keep their area clean. All trash picked up by the Vendors must be placed within the recycling or trash receptacles provided by Discovery Green.
- 9. Vendor agrees to behave in a professional manner or he will be dismissed from the park grounds without a refund. Any vendor suspected of alcohol or illegal drug usage during the event, set-up or take-down, will be dismissed from the park without a refund.
- 10. Vendor assumes all risk and liability associated with an outdoor event including theft and inclement weather of any type. In the event of extreme weather, staff has the authority to cancel the event and issue booth-credits. No cash refunds will be issued.
- 11. No live or recorded music is allowed during the event. No loud, aggressive promotion is allowed.

**No smoking is allowed at Discovery Green.**

**Insurance/Indemnity:** The Vendor is not covered under the DGC insurance policy and waives and releases all rights of recovery of any losses and damages against Citizens Environmental Coalition, DGC, Houston Downtown Park Corporation, Houston First Corporation and the City of Houston which include the Mayor, all other elected officials, each board member and all employees (hereinafter the "Entities"). The Vendor hereby indemnifies, defends and holds harmless the Entities against all claims for bodily injury to or death of any person, damage to any property or discriminatory denial of access, even if the injury, death, damage or loss is caused by the Entities' joint or concurrent negligence (but not the sole negligence or gross negligence) and/or the Entities' strict products liability or strict statutory liability resulting from the Event or from the Vendor's presence in the Venue; Vendor's breach of this Agreement; failure of the Vendor to comply with all applicable laws in conjunction with the Event; or any infringement of intellectual property rights arising from the Event.

These rules may be modified at any time. A Discovery Green Staff Member will notify vendors of any changes.

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Event Name

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Event Date

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Printed Name of Company Representative

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Job Title

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Signature

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Phone #

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Email Address

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On-site Contact Person

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Cell Phone #

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On-site Contact Person Email Address