



# Eclipse Fest at Ogletree Gap

April 5th to April 9th, 2024

Market Vendor Application

Spaces available for \$100.00 daily per 10'x 10' space



Please indicate how many spaces you would like: \$\_\_\_\_\_ Total amount: \$\_\_\_\_\_

\*\* If you are working out of a trailer, please indicate trailer size including tongue: \_\_\_\_\_ ft.

\*\* Your entire setup must fit within the specified area, or you will be charged for one extra space.

Contact Name \_\_\_\_\_

Business Name (if applicable) \_\_\_\_\_

Mailing Address \_\_\_\_\_

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

Email \_\_\_\_\_ Daytime \_\_\_\_\_

Phone \_\_\_\_\_ Cell (if different) \_\_\_\_\_ Emergency contact \_\_\_\_\_

**NO ELECTRICITY IS AVAILABLE-GENERATORS ARE PERMITTED** Initial here that you understand \_\_\_\_\_

Will you be staying at a Copperas Cove Hotel? Yes Or No.

If yes, which hotel and how many nights? \_\_\_\_\_

Please list ALL items to be displayed, sold, or given away during this event. If additional space is needed, please attach another piece of paper.

\_\_\_\_\_  
Chamber & Visitors Bureau

The deadline to register is March 10th, 2024. After the deadline there will be an additional charge of \$50.00 per day for every 10' x 10' space and no checks will be accepted for payment. Payment will be processed upon acceptance by the Eclipse Fest Committee. The Eclipse Fest reserves the right to deny application eligibility at their discretion. There is NO guarantee of space without payment. All fees are non-refundable. Please mail or email: chamber@copperascove.com completed application (with signature and your fees) to the address below. If you have any questions, please give our office a call at 254-547-7571.

VENDOR FEES WILL NOT BE REFUNDED FOR ANY REASON \*\* DISCLOSURE INFORMATION: INCLIMATE WEATHER POLICY: The Eclipse Fest will continue, rain or shine, with NO REFUND OF FEES DUE TO INCLIMATE WEATHER. Vendors will be allowed to remain or may leave; HOWEVER, NO VEHICLES WILL BE ALLOWED IN FESTIVAL AREA, DURING FESTIVAL HOURS. In addition, all reservation and vendor fees are final, and no refund will be given for any reason. By signing below, you are stating that you have read and agree to all the terms listed.

Signature \_\_\_\_\_ Date \_\_\_\_\_

1. No fireworks or pornographic material will be allowed. Violators will be subject to immediate removal without refund of fees
2. Vendors must list ALL items to be displayed, sold, or given away during the event on the page marked merchandise offered.
3. Photos of your items to be sold, displayed, or given away must be submitted with this application. A photo of your booth is also helpful.
4. Food vendors MUST contact Code Enforcement at 254-542-8966 to be sure they are in compliance with city code and state requirements. (see attached Code requirements)
5. A vendor may not add ANY additional items without the approval of the Eclipse Fest Committee. Violations of this rule will result in immediate cancellation of any agreement and forfeiture of all rental fees. The Chamber of Commerce and Visitors Bureau reserves the right to ask you to leave the event if deemed necessary.
6. All sale items must be contained within the specified assigned area. If the merchandise or equipment extends past the assigned area, the vendor will be required to purchase another space.
7. Spaces are assigned by the Eclipse Fest Committee. Every effort will be made to accommodate requests in the order they are received. Keep in mind that requests are made, but not all can be accommodated.
8. Vendors are required to provide all necessary equipment and supplies (for example: extension cords, sandbags, tables, etc.) required for the safe operation of their booths. Water points are available for containerized use. **No electricity is provided. Generators are PERMITTED.** Please make the appropriate provisions to ensure that your tent is secure.
9. Food and/or beverages will be sold only by food vendors. This includes bottled water, snow cones, popcorn, cotton candy, etc. (Exceptions may include canned or packaged items).
10. No RVs will be allowed in or near the vendor area.
11. You are responsible for keeping your area clean. All bulk trash items need to be taken to the onsite dumpsters daily. **DO NOT USE TRASH CANS IN THE FESTIVAL AREA.** No oil is to be dumped or left in the event area. Absolutely **NO** animals will be allowed in the event area.
12. The Eclipse Fest Committee reserves the right to ask any vendor to leave the premises for any conduct/behavior/practice which it deems detrimental to the orderly and safe operation of the festival.
13. Vendors will conduct their own sales and collect/report tax for each sale as required by the Texas State Department of Revenue. 15. All booths are recommended to have a fully charged operational fire extinguisher. (2A10BC Minimum 5 pounds or larger).

# LIABILITY WAIVER

I, \_\_\_\_\_, hereby release The Copperas Cove Chamber of Commerce & Visitors Bureau, City of Copperas Cove, their agents and employees from all claims, demands, suits, causes of action, or judgments which I ever had, now have, or may have in the future or which my heirs, executors, administrators, or assigns may have, or claim to have against the Copperas Cove Chamber of Commerce & Visitors Bureau, City of Copperas Cove, their agents and employees, arising out of or in any way connected with Eclipse Fest, for all personal injuries, known or unknown, property damages, or claims for wrongful death, caused by the acts, omissions, or negligence of the Copperas Cove Chamber of Commerce, City of Copperas Cove & Visitors Bureau, their agents and employees. I further agree to hold harmless the Copperas Cove Chamber of Commerce & Visitors Bureau, City of Copperas Cove, their agents and employees, from all claims, demands, suits, causes of action, or judgments which I, my spouse, my children, my relatives, and/or my guests ever had, now have, or may have in the future or which my heirs, executors, administrators, or assigns may have, or claim to have against the Copperas Cove Chamber of Commerce, City of Copperas Cove & Visitors Bureau, their agents and employees, arising out of or in any way connected with Eclipse Fest, Coryell County, Texas, for all personal injuries, known or unknown, property damages, acts, omissions, or negligence of the Copperas Cove Chamber of Commerce & Visitors Bureau, City of Copperas Cove, their agents and employees. I, \_\_\_\_\_, do hereby agree to all the terms of this contract; should I fail to do so, I agree to forfeit all money paid and the right to participate in the Eclipse Fest.

Chamber & Visitors Bureau

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Video & Image Waiver

I \_\_\_\_\_, hereby grant full permission to the copperas cove chamber of commerce & visitors bureau any and all rights to use photos, recordings, videotapes, or any other record of this event, pertaining to the images of myself, my employees and, or my brand to include trademarks for any purpose whatsoever. I, \_\_\_\_\_, do hereby agree to all the terms of this contract; should I fail to do so, I agree to forfeit all money paid and the right to participate in the Eclipse Fest.

Signature \_\_\_\_\_ Date \_\_\_\_\_

DISCOVER

Copperas Cove, TX

Chamber & Visitors Bureau

Copperas Cove Chamber of Commerce & Visitors Bureau Attn: Eclipse Fest 204 E. Robertson Ave.  
Copperas Cove, TX 76522