



2022 Star Spangled Salute
Business Vendor Booth Contract



The State of Texas)

) KNOW ALL MEN BY THESE PRESENTS:

County of Midland)

This contract is made by and between the parties hereto and for the purposes and privileges expressed herein. The Parties to the agreement are the Midland Chamber of Commerce, a non-profit corporation located at 303 W. Wall, Suite 200, Midland County, Texas, (hereinafter referred to as “MCOC”) and

(Business Name) (hereinafter referred to as “Business Vendor”).

STIPULATIONS OF CONTRACT:

Upon acceptance of this contract by the MCOC, Business Vendor has agreed to operate a tent booth in assigned area near Centennial Park (200 W Wall St, Midland, TX 79701- Parking lot directly West of park or Texas Ave.) Star-Spangled Salute community event.

TERMS OF AGREEMENT:

The terms of this agreement shall begin Saturday, July 2, 2022 at 7:00 a.m. and shall conclude Sunday, July 3, 2022 at 12:30 a.m.

Business Vendors will pay a total sum of **\$250.00** for rent per booth space, of which **\$100 is a refundable deposit** upon satisfactorily passing clean up inspection by Vendor Chair on or before 12:30 a.m., July 3, 2022. **Full payment is due on or before Monday, June 13, 2022 by 5:00 p.m.** Any payments returned by the bank for ANY reason will void this contract and Vendor will lose all rights to participate in this or any future events.

No refunds will be issued after May 13th due to cancellation (voluntary or involuntary). Any request for a refund must be formally submitted in writing to the MCOC no later than 5:00 p.m. May 13th, 2022.

Business Vendor Booths ARE NOT AUTHORIZED to sell or give away food & beverage of any kind.



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Location Assignments and Load-in Procedures:

(initial each box to acknowledge agreement to these procedures)

- ___ Business Vendor will be assigned a spot by the Vendor Chair if completed contract is returned along with proof of insurance and payment. **Proof of insurance may be turned into the MCOC no later than 12:00 PM June 20, 2022.**
- ___ Business Vendor will be assigned a load-in time based on spot selection. Load-in times will occur between 6 p.m.- 9 p.m. on Friday, July 1 and/or 7 a.m. – 8:25 a.m. on Saturday, July 3. **If vendor arrives more than 5 minutes after specified load-in time, they will be re-assigned at the sole discretion of the MCOC.** Business Vendors arriving early will be directed to wait until their assigned load-in time slot.
- ___ Upon assignment of space, MCOC will notify Business Vendor of allotted time to place main structure of booth and detach/relocate any trailer, vehicle, or any other item that extends beyond the perimeter of their assigned space.
- ___ Entry will be located from Loraine St.
- ___ Everything must be unloaded and vehicles moved to designated parking area by 8:30 a.m. July 2, 2022, at which time barricades will close the gate to vehicles.
- ___ Business Vendors will NOT be allowed to park a vehicle(s) in the booth area. Vehicles MUST remain parked in allotted areas between 8:30 a.m. - 2 p.m. **AND** 5 p.m. – 11 p.m. on July 2, 2022. Parking cannot block path for service vehicles used by staff, safety departments, and other thru traffic.
- ___ Business vendor MAY use vehicle to restock between 2 p.m. and 5 p.m. on July 2, 2022.
- ___ Business Vendors will NOT be permitted to move/use vehicles to re-stock supplies, goods or materials of any kind between 8:30 a.m. - 2 p.m. **OR** 5 p.m. – 11 p.m. Vendor may meet any necessary restocking deliveries at NE Loraine St. directly north and perpendicular to the business vendor row and transport to booth via dolly (driver must enter from Illinois). Dolly must be provided by Vendor. No Dolly will be provided by MCOC.

Business Vendor agrees to have all fixtures, materials and other related items in place and fully constructed and ready to inspect, no later than 9:00 a.m., local time, July 2, 2022. **Business Vendors will not be permitted to stake tents into the asphalt.** Business Vendor *may choose* to operate between the hours of 9:00 a.m. – 5:30 p.m., on Saturday, July 2, 2022 but are not required to do so. **Business Vendor agrees to operate said facility between the hours of 5:30 p.m. and 11:00 p.m., on Saturday, July 2, 2022.** Failure to operate between agreed times shall constitute default in the terms and conditions of the agreement unless otherwise directed by the Star-Spangled Salute Vendor Chair.

Business Vendor agrees to close at 11:00 p.m. on Saturday, July 2, 2022 local time Business Vendor agrees to remove tent and materials from assigned area no earlier than 11:00 p.m. and no later than 12:30 a.m. on Sunday, July 3, 2022. **Failure to vacate premises by 12:30 a.m. Sunday, July 3, 2022 will result in forfeiture of deposit.** If Business vendor fails to have booth space checked before departure, the refundable deposit of



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\$100.00 will be forfeited. BUSINESS VENDOR MUST GET A RECEIPT VALIDATING THAT THEIR ASSIGNED SPACE WAS CHECKED. THIS RECEIPT WILL BE EXCHANGED TO RELEASE DEPOSIT.

Business Vendors may distribute printed materials and promotional items for their business only. Material distribution is limited to the booth operator. (i.e. Business Vendor cannot purchase booth for their business and distribute information/ promotional items for other business, organization, club or group.) A list of materials to be distributed must be provided to the MCOC in advance. Business Vendor further agree not to post bills or signs not directly related to their business for public view. **No political or discriminatory information of any kind will be permitted to be distributed or displayed at this event. Any printed matter of any must be approved by the MCOC.** Failure to meet these requirements will result in closure of Business Vendor's booth and business will not be permitted to advertise at future MCOC events. In the event a Vendor fails to meet requirements, the booth rental fee is non-refundable.

The Midland Fire Marshal **REQUIRES** that all booths provide a five-pound 40 ABC (minimum) **fire extinguisher** with a valid inspection tag. **All booths will be inspected starting at 9:00 a.m., on Saturday, July 3, 2022 for compliance, by Fire Marshal's office.** Failure to comply with the Fire Marshall will result in immediate closure of Business Vendor booth. MCOC reserves the right to close your booth if regulations are not followed. **No Refunds will be given if such an incident occurs.**

Spaces for Business Vendor booths are sold and assigned on a first come first served basis. The MCOC will determine the placement of all vendor booths. Contract must be signed and returned to hold Business Vendor space. No booth space will be assigned until completed application and payment in full is remitted to MCOC.

Business Vendor agrees to confine operation to the location and space as designated by the MCOC. **Business Vendors will only be allotted space for a 10 X 10 tent.** Booth space must be occupied. Space may not be purchased and left unoccupied, nor may space be used for any other purpose other than business information distribution or the sale of non-food/beverage items. (i.e. decorative displays, booth entertainment, boutiques etc.) **Business Vendor agrees and understands that this agreement in no way allows the contracting Vendor to sublet, loan or provide space usage to another person, persons, group or organization.**

Business Vendor is responsible for providing all materials needed to set up and run booth. Each vendor is responsible for signs, and volunteers/workers to man booth during all operational hours. Vendor tent **MUST** be fully self-contained. Vendor may not operate through deliveries. **No electricity or structures will be provided.** Vendor must supply own generator, at Vendor's expense, if needed. All booths are outdoors.

Business Vendor agrees to keep all litter clear in the vicinity of Business Vendor's location during the terms of this agreement. **Trash cans located in front of vendor row are NOT to be used by Business Vendors.** Large trash dumpsters are located behind the vendor area.



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Business Vendor agrees not to operate any loud-speaker system, radio or television at the assigned location during the terms of this agreement.

Business Vendor agrees to be totally responsible for payment and/or costs of all licenses, taxes and fees incurred as a direct result of this agreement. Business vendor agrees to sell only goods/items which the business vendor is lawfully allowed and/or permitted to do under the laws of the State of Texas and the United States Federal government. Business Vendor further agrees to save, indemnify, and hold harmless the **MCOC, City of Midland, Midland County, any and all event sponsors**, its employees, officers, agents and members, their heirs, successors or assigns with regard to any claims, actions, events, litigation, or adverse results regarding the use of the products distributed by the Business Vendor during the terms of this agreement.

Vendor must provide own Liability insurance listing the **MCOC, City of Midland & Midland County** as an additional insured. A copy of the certificate of liability insurance in the amount of \$1,000,000 (*one million dollars*) or greater **must be submitted to MCOC no later than Monday, June 20, 2022**, indicating insurance being current during the July 2, 2022 event. *It is required, that Vendor have Insurance provider submit Vendor's proof of insurance directly to MCOC.* Please e-mail to abigail@visitmidland.com.

Security will be provided, however the MCOC is **NOT** responsible for any losses, damages or theft.

CONDITIONS OF DEFAULT:

Should the Business Vendor violate any of the above STIPULATIONS & CONDITIONS OF CONTRACT, it shall be the right of the MCOC to cancel this contract. MCOC will retain all payments made including deposit.

Questions regarding event or contract can be directed to Star Spangled Salute Vendor Chair:
Abigail Davis | Office: 432-686-3562 | Email: abigail@visitmidland.com



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Mail Contracts, Payments, & Insurance Policies to: Midland Chamber of Commerce

Attn: Abigail Davis
303 W. Wall, Suite 200
Midland, TX 79701

To pay by credit card, call the Midland Chamber at (432) 683-3381

Please fill out completely and RETURN Contract to the Midland Chamber of Commerce

Payment is due at the time of contract submission and must be turned in before the deadline on June 13, 2022. Proof of insurance can be turned into the MCOC no later than 12:00 PM June 20, 2022. Failure to submit any supporting paperwork before the deadlines will result in the vendor not being guaranteed a vendor space at Star-Spangled Salute 2022. Vendor spots are limited and will be allocated to those who submit ALL necessary paperwork and payments first.

AGREEMENT:

This contract is made by and between the parties hereto and for the purposes and privileges expressed herein. The Parties to the agreement are: Midland Chamber of Commerce, a non-profit corporation located at 303 W.

Wall Suite 200, Midland County, Texas, and [redacted] (Business Name)

Parties to this BUSINESS VENDOR BOOTH CONTRACT and BUSINESS VENDOR BOOTH GUIDELINES are agreed upon and entered into on (written date) _____, 2022. The State of Texas law shall govern this Contract.

Business Name: _____ Contact Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Main Phone Number: _____ Secondary Phone Number: _____

Email Address: _____

Required Vendor Booth Space Dimensions: 10 X 10

Please list all printed materials and promotional items to be distributed:

Three horizontal lines for listing printed materials and promotional items.

Authorized Vendor Signature: [redacted] Date: [redacted]

MCOC Authorized Signature: _____ Date: _____