



Saturday, April 29, 2023 | 10am-5pm

Office Use only
Rolled over payment
Yes _____ No _____
Paid in full _____
Deposit _____
Balance _____

### MERCHANDISE / ACTIVITY VENDOR CONTRACT

With The Grand 1894 Opera House on behalf of The Grand Kids Festival (GKF)

(PLEASE PRINT OR TYPE)

This contract is made and entered into by and between 1894 Inc., dba The Grand 1894 Opera House / Grand Kids Festival in Galveston, Texas and the vendor indicated below, for one day only – Sat. April 29, 2023.

Business Name \_\_\_\_\_  
(Use legal name of business)

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

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

Cell Phone \_\_\_\_\_

Type of Business Entity: (corporation, partnership, sole proprietorship, etc.) \_\_\_\_\_

Email: \_\_\_\_\_

Participated in Grand Kids Festival before: (Y) (N)

I would like to rent \_\_\_\_ vendor space(s). Vendor shall provide an activity and/or merchandise items for purchase at the designated event as described in “Activity / Merchandise and Prices” below in accordance with the terms and provisions of this contract. In consideration of these mutual promises and covenant, vendor agrees to pay The Grand Kids Festival a vendor fee as designated in “Vendor Invoice” and The Grand Kids Festival agrees to permit vendor to utilize designated space during the event as provided in contract.

#### ACTIVITY / MERCHANDISE AND PRICES

General Description of Vendor Activity / Merchandise and price range \_\_\_\_\_

#### EQUIPMENT AND ELECTRICAL NEEDS – Requests for Electricity MUST BE MADE IN ADVANCE.

(Specific amps, number of outlets, 110V, 120V, etc., and all equipment using electricity) An additional fee of \$50 per outlet will be assessed. Vendor must bring their own extension cords (minimum length 50 ft.). Limited electricity.



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**MERCHANDISE / ACTIVITY VENDOR INVOICE**

**VENDOR INVOICE**

Please remit the following fee paid by check or money order payable to The Grand Kids Festival. Your vendor deposit (\$50) must be received no later than March 31, 2023 to reserve your space. The balance of your vendor fee is due no later than April 24, 2023. Any fees received after April 24, 2023 may be assessed a late fee and subject to further approval of entry by Festival coordinator/staff.

Tax Status: (circle one) For Profit or Not For Profit 501(c)3 # \_\_\_\_\_

**FEES:**

For Profit (per booth space)	\$150.00	
Not-For-Profit rate (per booth space)	\$100.00	
Electric fee (per outlet) \$50 x _____	\$ _____	<i>Vendor must supply extension cords</i>
Extra Chairs ___ x \$25 each	\$ _____	
Extra Tables ___ x \$50 each	\$ _____	
Number of Booth spaces _____ x rate =	\$ _____	
<b>TOTAL VENDOR FEES</b>	\$ _____	

Enclosed Deposit (For Profit and Not For Profit) **\$50.00 Due by March 31, 2023**

**BALANCE DUE** \$ \_\_\_\_\_ *Balance due by April 24, 2023*

**PAYMENT:**

Check enclosed for my deposit of \$ \_\_\_\_\_ or my entire booth fee(s) of \$ \_\_\_\_\_

Please charge my credit card (selected below) for my deposit of \$ \_\_\_\_\_ or my entire booth fee(s) of \$ \_\_\_\_\_

\_\_\_ VISA \_\_\_ MASTERCARD \_\_\_ DISCOVER CARD \_\_\_ AMERICAN EXPRESS

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ Security Code \_\_\_\_\_

Cardholder Name (print) \_\_\_\_\_

Cardholder Signature \_\_\_\_\_

Mail or drop off fee to: **The Grand Kids Festival**  
Attn: Sarah Piel, Festival Coordinator  
2020 Postoffice Street  
Galveston, TX 77550



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**MERCHANDISE/ACTIVITY BOOTH RULES & REGULATIONS –  
PLEASE READ AND KEEP FOR YOUR RECORDS AND INFORMATION**

***Booth Information***

If you are a new vendor with the event/festival, you must submit a picture or description of your booth and/or craft/activity with the application. Each activity or retail vendor space will include a 10' X 10' booth area (under canopy), with one table, two chairs and one trash can. Table will be draped and skirted with colorful vinyl cloths and booth area will be designated by pipe and drape (vinyl) on three sides. Any backdrops for vendor space must be provided by vendor and must be free standing (cannot attach to canopy). **Additional tables, chairs and/or any electrical service or other amenities for vendor booth may be available at an additional cost and must be arranged in advance.**

Vendor must maintain their booth(s) and surrounding area in a neat and professional appearance. All vendors are required to wear face masks at all times. Booths may only have two people working booth at a time. Only two people active participants at the booth at a time. Festival will provide distance markers for each booth. All vendors will provide hand sanitizer at their booth. Vendor is required to mark with bright colors any wires/ropes extending from their area. Vendor is required to have their area accessible or to make appropriate accommodations for patrons with disabilities. Any and all vendor generators must be pre-approved by festival coordinator/staff. All activities and/or merchandise must be geared toward families and children as per the nature of the event - no exceptions! The Grand Kids Festival is a non-alcoholic event.

***Site Position***

Vendors will be located on Postoffice Street beginning in the 20<sup>th</sup> Street block and through the 23<sup>rd</sup> Street block. Vendor positions are at the discretion of festival coordinator/staff. Every attempt is made to avoid duplication of activities and merchandise if not throughout the festival grounds, then per block. Set up can begin no sooner than 7:00am on the event date. You will be notified prior to the event by mail of your booth location for the festival. A representative from your booth/organization will need to check in at The Grand 1894 Opera House – Edna's Room meeting space upon arrival on the day of the event. A festival volunteer and/or staff representative will instruct you to your exact location at that time and will give you any last minute instructions/materials for the festival. If you arrive later than 8:30am we have the right to refuse your participation in the event.

***Parking / Unloading & Loading***

Vehicles will only be allowed to unload and load at designated areas with prior approval from festival coordinator/staff. With approval, all morning unloading must take place between 7am-8am. Please do not leave your vehicle unattended, unload and load as quickly as possible. All vehicles must be out of the area no later than 8:00am! Breakdown of your booth at the end of the event must not start prior to 5:00pm. No vehicles will be allowed in festival area for loading until it is deemed appropriate by The Grand Kids Festival coordinator/staff. Please obey all traffic laws. Parking for the day is available (for a fee) at the corner of 21<sup>st</sup> and Market Street in the parking garage, and at additional area lots and meters. We recommend contracting for daily parking in area lots. Parking is not provided by festival/event.

***Trash & Water Access***

Vendor is responsible for keeping the area around their booth clean and clear of trash. Please use trash receptacles provided, and notify festival volunteers/staff if you need trash picked up throughout the day. If water is required, vendors must make prior arrangements with festival coordinator/staff for water usage and a nominal fee may be assessed. Dumpsters are available on-site.

**Event Breakdown**

You are required to leave your site in the shape you found it. If there are any problems, a verbal warning will be issued and if problems continue, vendor will be charged a cleaning fee. Breakdown must be completed no later than 6:00pm.

**Inclement Weather**

In the event that there are any questions regarding weather conditions you may contact Festival Coordinator Sarah Piel at 409-457-9780. On the day of the event you may also contact The Grand's Box Office beginning at 9am at 409-765-1894 or 800-821-1894. Every attempt will be made to contact vendors at phone numbers listed on applications if event will be cancelled or adjusted due to weather. There is no "rain date."

**Prohibited Items**

- Consumption or possession of alcohol or controlled substances in Festival area.
- No sales or distribution of Silly String, confetti type items
- No sales or distribution of loud noisemakers, poppers, snaps or fireworks of any kind.
- Dirty or unkempt booth or employees including any health department violations.
- Language or behavior that is not appropriate for the family-oriented event.
- Other violation of the Rules and Regulations provided.
- No items that can be classified as a weapon.
- No skateboards or bicycles (other than entertainment acts) in the Festival area.

The Grand Kids Festival reserves the right to direct vendor to remove any item for sale or distribution that may be harmful to guests and also to animals in petting zoo/Humane Society booth.

**Non-Assignment**

Vendor shall not assign its rights and duties under this contract without the prior written consent of The Grand 1894 Opera House / Grand Kids Festival.

**Compliance with Laws**

Vendor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of its work. Vendor represents that it possesses all necessary license and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this contract prior to the initiation of work. Vendor shall at all times observe all safety measures necessary.

**Termination with Cause**

In the event that Vendor shall for any reason or through any cause be in default of the terms of this contract, The Grand 1894 Opera House / Grand Kids Festival may give Vendor written notice of such default by certified mail/return receipt requested at the address set forth above. Vendor shall have ten days from the date such notice is mailed to cure the default. Upon Vendor's failure to cure the default, The Grand / GKF may immediately cancel and terminate this contract as of the mailing date of the default notice.

**Modification**

There may be no modification of this contract, except in writing, executed by the authorized representatives of The Grand 1894 Opera House / Grand Kids Festival coordinator/staff and Vendor.

For additional information, or if you have any questions regarding vendors/booths, please contact:

Sarah Piel  
Grand Kids Festival coordinator  
409-770-5066 or 409-457-9780 spiel@thegrand.com

Please read, sign and return with application/deposit

**MERCHANDISE/ACTIVITY VENDOR CONTRACT**

I certify that the information I provide is true and correct and that I understand the rules and general information provided in this contract.

Further, I certify that representatives of my organization will abide by said rules and regulations.

My representatives and I agree to hold harmless 1894, Inc. dba The Grand 1894 Opera House / Grand Kids Festival, its directors, agents, employees and volunteers from any and all liability from injury, property damage or loss, which may arise in connection with my participation.

I understand that once I have been accepted; there will be no refund of my vendor fee. If I am not accepted as a vendor my fee payment will be returned to me.

I understand that I am responsible for properly parking my vehicle(s) and any trailer unit during the event and responsible for any parking fees that I may incur.

I understand that I must abide by the rules set forth regarding electrical and water usage and policing of trash for my vendor area and that if I do not, fines will be assessed accordingly.

I understand that failure to adhere to these rules and regulations will result in the termination of my participation in future events.

I understand that if the event is cancelled because of inclement or hazardous weather, no refund will be issued after acceptance and no credit will be given toward future events.

As evidence of their agreement to the terms and conditions set forth herein, the parties affix their authorized signatures below.

*Please complete and sign this contract and return to:*

**The Grand Kids Festival**

Attn: Sarah Piel, Festival Coordinator  
2020 Postoffice Street  
Galveston, TX 77550

Upon approval of vendor status, a signed copy of form will be returned to you.

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Signature of Vendor's Representative

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Print Name Date

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Signature of Grand Kids Festival Coordinator/Staff Representative

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Print Name Date