

# Christmas in Katy

*A Katy Community Christmas Celebration*

December 16 / 4pm-8pm / No Label Brewery



Dear Vendor,

Thank you for your interest in the 2017 Christmas in Katy Event! The Official Vendor Application is available online ([www.ChristmasinKaty.com/vendors](http://www.ChristmasinKaty.com/vendors)). You can submit your application online or you can complete the enclosed application and mail it to The Church at Cane Island, 123A FM 1463, Katy, TX 77493.

The cost will be \$100 per booth. We have a limit of 25 booths, so we are going on a first come, first served basis. Submission of this form does not guarantee a booth. **Your confirmation will be emailed to you as soon as your booth is approved.**

## VENDOR SCHEDULE & GUIDELINES

<b>December 8<sup>th</sup></b>	Deadline for Booth Applications and Payment
<b>December 16<sup>th</sup></b>	3:00pm Booth Setup begins 4:00pm Booth Open to the Public 8:00pm Booth Tear Down Begins

- Vendors must supply all supplies (tent, tables, chairs, electricity, lighting, etc.). We will only provide a space for you to set up. No stakes may be driven into the asphalt, sidewalks or yards.
- Vendors must stay open from 4:00-8:00pm
- Vendors must clean up their booth and leave no trash or items behind, or you risk not being invited to the next Christmas in Katy event.
- All businesses/organizations to be included in a Vendor Booth Must be Disclosed in the Application. Failure to disclose the businesses will subject the business to removal from the event.
- Displays, signs, trailers, tables, chairs, and canopies **MUST** fit inside the space allotted (10' by 10'). If equipment is larger than booth space, additional booth space must be leased. **NO EXCEPTIONS!**
- The sale or distribution of alcoholic beverages by any vendor is prohibited.
- Please list arts, crafts and materials to be sold, distributed, displayed, or given away. Please be specific and thorough. **Only listed items will be allowed.** In the event of any dispute regarding the sale of any item, the decision of the Christmas in Katy Leadership shall be final and the Vendor accepts this condition by his/her signature below. Vendor further acknowledges that any violation of this agreement may result in the Vendor's booth being closed.
- Christmas in Katy is a family-oriented function that is aimed at presenting entertainment and activities suitable for the entire family, including minors. Therefore, we reserve the right to restrict the artwork and crafts sold and displayed. Such items must not contain nudity, profanity, obscenity, or otherwise objectionable material. No weapons, including without limitation, knives, brass knuckles, Chinese throwing stars, or other such materials, can be sold or displayed. Should the Christmas in Katy Leadership, at its sole discretion, determine that a vendor's items do not conform to the standards mentioned, vendor agrees to remove such items from the site immediately.



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Instagram: [@christmasinkaty](https://instagram.com/christmasinkaty)

- If the Christmas in Katy Leadership, at its sole discretion, determines that any vendor fails to comply with ALL of the terms set out in this contract, said vendor will be asked to leave the Christmas in Katy event, and the booth will be removed.
- This agreement shall not become effective until it is paid in full and is accepted by the Christmas in Katy Leadership and shall constitute the entire agreement between parties. Full payment must be received and cleared for a booth to be assigned. If a vendor's check is returned or a credit card is not honored, the vendor's booth will be forfeited immediately.
- Applications may be completed online and transmitted via [www.ChristmasinKaty.com](http://www.ChristmasinKaty.com)

## VENDOR CONTACT INFORMATION

Business Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Description of Items Sold:

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## PAYMENT INFORMATION

- Check # \_\_\_\_\_ Enclosed for \$ \_\_\_\_\_  
 Make checks payable to The Church at Cane Island, Memo: Christmas in Katy
- Credit Card Payment  
 Please visit [www.ChristmasinKaty.com/payonline](http://www.ChristmasinKaty.com/payonline) to pay with a Credit Card.  
 Note: Vendors won't be confirmed until payment is received.

## Christmas in Katy Agreement

Vendor (Lessee) hereby agrees to lease from No Label Brewery booth space(s) at the Christmas in Katy Event. **All booth locations are subject to change.**

**Post-dated checks will not be accepted. Returned checks and dishonored credit card payments will result in the immediate forfeiture of the vendor's booth.**

**The undersigned Lessee:**

**LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CHURCH AT CANE ISLAND, NO LABEL BREWERY, ITS SPONSORS AND EACH OF THEIR RESPECTIVE GUESTS, AGENTS, SERVANTS, EMPLOYEES, OFFICERS AND DIRECTORS FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, LIABILITIES, ASSERTIONS OF LIABILITIES, LOSSES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, WHICH IN ANY MANNER MAY ARISE OR BE ALLEGED TO HAVE ARISEN OR RESULTED OR ALLEGED TO HAVE RESULTED FROM THE PRESENCE, ACTIVITIES, EVENTS AND OMISSIONS OF ANY NATURE WHATSOEVER OF LESSEE, THEIR AGENTS, SERVANTS, EMPLOYEES, AND THEIR RESPECTIVE GUESTS AND INVITEES, IN CONNECTION WITH THE USE AND OCCUPANCY OF THE LESSEE'S BOOTH AND BOOTH AREA INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR CLAIMS FOR BODILY INJURY OR DEATH OF ANY PERSONS AND FOR ANY LOSS OR DAMAGE, FOR ANY LOSS OR DAMAGE TO PROPERTY, AND FURTHER INCLUDING WITHOUT LIMITATION, ANY CLAIM OR CLAIMS ARISING OUT OF THE PRESENCE, SERVING OR USE OF ANY ALCOHOLIC BEVERAGES AT THE RICE HARVEST FESTIVAL.**

**Vendor agrees to the following:**

- Will keep the booth(s) open, manned, and maintained in a clean and professional manner during the Christmas in Katy event hours of 4:00 PM to 8:00 PM Booth set up begins at 12:30 PM. **Booths may not be dismantled before 8:00PM.** Any Vendor failing to keep his/her booth open, manned, and maintained in a clean and professional manner during the entire event and/or removing his/her booth from said event prematurely without the permission of the Christmas in Katy Leadership will forfeit his/her right to occupy a vendor booth space in the future. **Please remember that vehicles cannot be used to dismantle booths.** This is a safety and liability issue and will be strictly enforced.
- NO VEHICLES ARE ALLOWED IN THE MAIN EVENT AREA. VEHICLES ARE SUBJECT TO TOWING AT THE OWNER'S EXPENSE AND THE VENDOR BOOTH MAY BE REMOVED. Will keep and leave the leased booth space(s) clean and clear of refuse by placing trash in appropriate receptacles.
- Will remain in the assigned booth space and not move fences or any other barriers that have been placed. **Will not conduct any business from the festival aisles.**
- Will provide any tables, chairs, loading equipment, display material, protective covering, sanitation supplies, etc. that are needed by vendor.
- Will assume complete liability for occurrences within or around the booth(s) and will provide any insurance coverage required by Lessor.
- Will post Certificate of Registration in the booth. This will be sent to each vendor approximately one week prior to the event. **If you prefer to pickup your registration package, contact us at [info@thechurchatcaneisland.org](mailto:info@thechurchatcaneisland.org)**
- Will abide by all of the rules of No Label Brewery including, but not limited to, those referring to vehicular traffic and items that may be sold.

**The undersigned lessor (Christmas in Katy):**

- Will furnish a space for lessee's use as a booth.



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- Will assume no responsibility for Workman's Compensation, FICA, or other withholding taxes for any and all employees or agents that work in the booths and shall not be responsible for sales tax.
- Reserves the right to approve for each booth the items offered for sale, distribution, or display in order to avoid excessive duplication. No booths will be leased for garage sale type merchandise.
- Reserves the right to locate exhibitors for the maximum benefit of the Christmas in Katy Event.
- Will assume no responsibility for items left at the Event site.
- Will provide no parking for trailers or RVs.

**I/we agree to the guidelines and conditions in this contract. In addition, I/we declare that the information above is true and complete. I/we understand that all contracts and applications must be completed, signed, and paid for in full before being accepted by the Katy Rice Harvest Festival Committee. I/we further understand that this application and contract will not be considered to be valid until all information has been provided, payment received in full, fully executed contract and Lessee notified of acceptance.**

\_\_\_\_\_  
Lessee's Authorized Signature

\_\_\_\_\_  
Date



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