



2019 Texas Master Gardener Conference

Victoria Community Center
2905 East North Street | Victoria, Texas

VENDOR APPLICATION FORM

April 25 – 26, 2019

NAME _____

BUSINESS NAME _____
(as it should appear on signage)

PRODUCT(S) TO BE SOLD _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

PRIMARY TELEPHONE NUMBER _____ CELL NUMBER _____

E-MAIL ADDRESS _____

Would you like to donate to the silent auction? _____ YES _____ NO

BOOTH OPTIONS

PLEASE RESERVE _____ 10'x10' space(s) at \$100 each

_____ 10'x20' space(s) at \$200 each

ELECTRICITY (\$25 per space) _____ YES _____ NO
(Limited)

If electricity is requested, exhibitors are responsible for supplying their own long heavy-duty UL approved extension cords and power strips. Larger booths available at special rates.

AGREEMENT: I agree to follow and comply with the vender booth set-up, display hours, and other covenants and hours specified attached Conditions of Contract and Vendor Information Sheet, which are made a part of this agreement for all purposes. The Victoria County Master Gardener Association (hereinafter referred to as VCMGA), is NOT responsible for any damage or loss of property before, during, or after the Conference. Tables and chairs are not provided. I agree to abide by the regulations set forth above and assume complete responsibility for installing my booth/exhibit. Please keep a copy of this application.

CHECKS PAYABLE TO: VCMGA

MAIL TO: P.O. BOX 3822, Victoria, Texas 77903

QUESTIONS: Call Sandy Knief 361-571-6568 or Laurel Lee 361-550-6666 EMAIL: vendorapplication@yahoo.com

SIGNED _____ DATE _____

2019 Texas Master Gardener Conference
April 25-26, 2019
Victoria Community Center, Victoria, Texas

VENDOR APPLICATION

Vendor Booth Hours: Thursday, April 25 10:00 am – 5:00 pm
Friday, April 26 8:00 am – 6:00 pm

Booth Setup Hours: Wednesday, April 24 3:00 pm – 5:00 pm
Thursday, April 25 7:00 am – 10:00 am

Exhibit Removal Deadline: Friday, April 26 06:30pm

Booth Descriptions: 10x10 foot booth: \$100
Electricity limited: \$25 space

10x20 foot booth: \$200

Larger booths available at special rates.

Vendors will be housed in Victoria Community Center Arena which is an indoor facility with compacted dirt floors and is not air conditioned. Large doors and windows will be open.

Fee: \$100 per booth; Electricity is \$25 extra (limited availability)
10x20 foot booth: \$200
NO REFUNDS WILL BE MADE DUE TO EXHIBITOR
CANCELLATION OR NO SHOW

Deadline: Submit your application early as booth assignments will be made according to date application is received.

Notification: EMAIL ADDRESS MUST BE INCLUDED in application for notification that your check has been received and your booth is reserved.

Contact Information: Sandy Knief Laurel Lee
361-571-6568 361-550-6666
Email: vendorapplication@yahoo.com

CONDITIONS OF CONTRACT

Please read the following conditions before signing the contract. By signing the contract, you agree to abide by all the conditions presented on this page and/or any other attached forms.

COVENANTS

1. The exhibitor is contractually liable for any legal fees or costs in fulfilling the terms of this contract.
2. The exhibitor agrees to abide by all rules and regulations adopted by VCMGA and agrees that VCMGA shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the conference.
3. The exhibitor agrees to observe all agreements between VCMGA and the official contractor (City of Victoria and Victoria Community Center) to observe the labor laws of the jurisdiction in which the building is located. The exhibitor will not do anything directly or indirectly connected with their display, which might be a violation of any laws, bylaws, ordinances, or regulations of any government or regulatory body.
4. The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the conference and to pay all taxes that may be levied against it as a result of the operation of its trade or business during the conference and to pay all taxes that may be levied against it as a result of the operation of its trade of business in their space allocated. Further, if the exhibitor is serving food samples, the exhibitor is responsible for obtaining a health permit from the appropriate government authorities, and for complying with all rules, regulations, and fees thereof.
5. The exhibitor agrees not to conduct or be associated with a promotional contest in connection with the conference, where a prize or prizes having a value in excess of \$50 are offered, unless the exhibitor has the approval of the VCMGA and satisfies the VCMGA that the contest is being operated in accordance with the law.

ADVERTISEMENT AND ATTENDANCE VCMGA does not guarantee attendance figures, or advertising commitments. Every attempt is made and determined by the VCMGA to implement an effective campaign to facilitate maximum attendance. The VCMGA shall not be held liable in any way, including, but not limited to refunds, returns, loss of income, loss of potential income, labor, etc. for any failure or results from the conference and or expectations from exhibitor.

DISPLAY REGULATIONS The exhibitor agrees to occupy the contracted exhibit space during the term agreed upon and to exhibit only the products described in this contract unless approved in writing by the VCMGA. The VCMGA reserves the right, unto its own discretion to: (i) determine the eligibility of exhibitors and exhibits for the conference, (ii) reject or prohibit exhibits or exhibitors which the VCMGA considers objectionable, and (iii) relocate exhibitors or exhibits when in VCMGA opinion such moves are necessary to maintain the character and/or good order of the conference. The VCMGA does not offer any exclusivity to any products or services, nor do we guarantee that you will not be positioned close to a competitor.

The VCMGA and Victoria Community Center are also not responsible or liable for any merchandise or equipment delivered by or to any exhibitor. All aisles and doors to the conference site will be under the control of VCMGA and Victoria Community Center. Exhibitors may not extend booth or display into aisles or obstruct the view of other spaces, including height of display. Exhibitors or any of their representatives may not sell product, hand out merchandise or literature other than in their assigned exhibit space unless approved by VCMGA.

BUILDING The exhibitor is liable for any damage they cause to the facility or to any property of VCMGA or City of Victoria and Victoria Community Center, its agents, officers, employees, or any other exhibitor(s).

REMOVAL OF EXHIBITS The exhibitor also agrees to remove its display and equipment from the conference site no later than Friday, April 26, 2019, at 6:30 p.m. The exhibitor agrees to pay for such additional cost as may be incurred by failure to comply with this timeframe.

CANCELLATION OR CURTAILMENT OF CONFERENCE In the event that the facility in which the conference is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of VCMGA and City of Victoria and Victoria Community Center and the conference sponsors, or if any reason, VCMGA is unable to permit the exhibitor to occupy the facility or the space, or if the conference is cancelled or curtailed, VCMGA, City of Victoria and Victoria Community Center, and the conference sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the exhibitor may suffer. The reasons listed include but are not limited to, such reasons as: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake, or other Acts of God, acts of public enemies, riots or civil disturbance, strike, lock-out or boycott. In the event of failure to provide exhibit space, VCMGA may terminate this agreement in its entirety.

ASSIGNMENT AND SUBLETTING The exhibitor shall not assign any rights under this agreement or sublet the space without prior permission of VCMGA, which permission may be arbitrarily withheld at the sole discretion of VCMGA.

INDEMNITY The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall fully hold harmless and make no claim or demand or take any legal action, whatsoever against VCMGA, the conference sponsors, or City of Victoria and Victoria Community Center, for any loss, damage or injury however caused, to the exhibitor, its officers, employees, and agents, against all claims, costs and charges of every kind resulting from the occupancy of the exhibit space or its environs, for personal injuries, death, property damage or any other damage sustained by the exhibitor or its officers, agents, employees, or those for whom in the law they are responsible, or VCMGA or an attendee to the conference.

EXHIBITOR'S PROPERTY The VCMGA and City of Victoria and Victoria Community Center will not be responsible or liable for the safety of the exhibitor or its merchandise, property, employees or customers from theft, injury or damage from fire, civil tumult, accident, or Act of God. The exhibitor's property at the conference shall be at the sole risk of the exhibitor, and VCMGA and City of Victoria and Victoria Community Center assume no responsibility for the loss or damage there unto.