

Attachment "D"  
Mass Gathering Permit

## Vintage Market Days Vendor Contract

Dallas-McKinney

This agreement is entered into this day Wednesday, March 27, 2019 by and between Dallas-McKinney Vintage Market Days, ("VMD®") and "Vendor" CHEESE ME, KENNY SHAW and if applicable "Additional Vendor".

### 1. LOCATION AND DATE

Vintage Market Days will be held at Myers Park & Event Center, 7117 COUNTY ROAD 166, McKinney, TX 75071. The market will begin on Thursday, May 09, 2019 and end on Saturday, May 11, 2019. Vintage Market Days has a "rain or shine" policy. Failure to show at the market will result in automatic loss of space assignment, and loss of all deposit (booth rental & fees).

### 2. SET UP TIME/TEAR DOWN OPERATIONS

The Vendor understands that they are agreeing to arrive for set up at an assigned time to be determined. Set up will occur on the week of VMD. Booths need to be ready for business no later than 3:00pm on Thursday, May 09, 2019. Vendor understands that arriving at a time other than their assigned check in time could result in a delayed check in time and loss of unloading service. The vendor agrees to have their booth open for business Thursday 4:00pm to 8:00pm, Friday 9:00am to 4:00pm, and Saturday 9:00am to 4:00pm. Hours of operation are CST. All Vendor vehicles will be parked in a designated vendor parking at Vintage Market Days®. Vendors may not break down booth space prior to close of the market on the final day of event unless otherwise approved by VMD. Booths MUST be completely packed and the area clear of all children before vehicles are pulled to booth areas. Load out must be completed and all inventory and personal effects must be removed within a reasonable time once the market closes on the final day.

### 3. VENDOR OPERATIONS

Vendor agrees to keep all areas clean and neat at all times. Vendor is responsible for cleaning their own area completely at the end of the market and removing all trash, boxes, packing materials, and unsold goods from the property. Dumpsters at the market will not be used for large item disposal. All large items must be removed from the property and it is the vendor's responsibility to do so. Vendor is responsible for furnishing all necessary equipment and materials in the designated booth space no larger than the space they are assigned. No tents should be installed on asphalt. Tables must be covered. Only white tents are allowed. Vendor items including packing materials, bags and personal items may be placed under tables as long as the table covering completely conceals them. Signage cannot be placed outside of footprint of booth space. Vendors will work professionally, cooperatively, and reasonably with customers, market staff and volunteers. No guests will be allowed to shop in vendor booths before the event opens. No alcohol, smoking, illegal substances or weapons are allowed at any time. Vendors will be responsible for displaying and selling items in their booth throughout the 3-day event. Vendor agrees to ensure any child (under the age of 18) accompanying vendor to the event will remain with vendor throughout the entirety of the event and will be supervised by vendor at all times while at a VMD event.

A Vendor Operations fee of \$50.00 is being applied. The Vendor Operation fee is a fee used to help offset the increasing costs related to promoting & operating a Vintage Market Days event.

### Vendor Goods:

Vendor agrees to clearly identify all Vintage Inspired goods being sold in their booth. Vintage Inspired goods include any goods that are new, market, mass-produced, on-trend and or wholesale. Vintage Inspired goods does NOT include goods that are hand made, vintage, antique, retro, re-purposed, and/or up-cycled.

### Vendor Parking:

Vendor agrees to park all vehicles/trailers etc. in designated vendor parking areas only. At vendor check in, VMD® will provide a minimum of 1(one) parking tag and 1(one) temporary trailer identification stickers for all vendor vehicles and trailers being parked at the event site during the event week. Vendor understands all VMD® parking tags and temporary trailer stickers must be visible on vendor vehicle and/or trailer throughout the VMD® event. VMD® reserves the right to tow a vendor vehicle and/or vendor trailer (at vendors' expense) that is parked in an un-designated vendor parking area or that is not clearly identified with the required VMD® vendor identification sticker and/or parking tags. A fee of \$25.00 per day will be applied to any vendor with a vehicle parked in vendor parking with no VMD® vendor parking identification visible. A fee of \$75.00 per day will be applied to any vendor vehicle or trailer parked in any area other than the designated vendor parking.

### Propane Tanks:

VMD has restrictions on propane/butane tanks and NO open flame is allowed in the building. If the trailer has a tank, it is preferred you leave the tank in the car. If it is built-in please contact the event promoter so that they can check the local fire code.

### Vendor Passes:

Vendor Passes are provided by VMD® for all approved vendors. Each approved vendor will receive two vendor passes. Vendor passes must be worn throughout the VMD® event. Vendor passes are not to be shared between vendors. Additional or replacement vendor passes can be purchased for a fee of \$10.00.

### Electricity:

If available, access to a standard 110 electrical outlet can be provided for an additional fee of \$35. All vendors using electricity will need to provide their own 100 ft. 12-gauge electric cord and surge protector. Any vendor requiring more than 1 standard 110 electrical outlet must communicate their electrical needs to the VMD promoter and confirm if their electrical needs can be met.

### Internet Access:

Please come prepared to do business without WiFi. WiFi may or may not be provided by the venue. If WiFi is provided by the venue, it may be an additional expense. WiFi is not guaranteed.

### Optional Vendor Participation:

- Two (2) Free Early Buying Events Tickets to give away to customers via social media. (vendor participation rules apply)
- Vendor advertisement or promotional material (provided by vendor) given to 50-100 customers via goodie bags.

## 4. ASSIGNMENT OF CONTRACT

Vintage Market Days® reserves the right to assign Vendor locations on a first come, first serve basis. VMD® will work to accommodate the needs of all Vendors. VMD® reserves the right to make the final decision and the Vendor agrees to be subject to the location decisions made by VMD®. Vendors may not transfer or sublease the booth to another vendor or share assigned space with a vendor unless it is approved by VMD®. Additional vendors are required to submit an application and be approved by VMD® prior to selling goods at a VMD® event. A fee of 50.00 will be applied and must be paid at time payment is due. All approved vendors must sign and return a vendor contract prior to participating in event.

## 5. VENDOR REFUND POLICY

All vendor payments are final, non-refundable and non-transferable.

## 6. REGULATORY REQUIREMENT

Vendor is responsible for all permits and insurance required or necessary for the operation of Vendor's business. Vendor will be responsible for assessing and collecting all taxes from customers including the appropriate city, county, and state sales taxes on products sold as required by the Texas Tax Commission. A Texas sales tax number is required. VMD is not responsible for collecting sales tax for Vendors from customers. Each Vendor is required to have a Texas Sales Tax Permit and must post such permit where visible in your booth. Vendor will not be allowed to set up prior to providing a Texas sales tax ID number. If you do not have a sales tax permit you may obtain one by going to the website at <https://comptroller.texas.gov/taxes/sales/> or call 1-800-252-5555. It should be noted that all vendors will be reported as attending the event and sales tax was collected by the vendor throughout the event.

### Texas SALES TAX ID NUMBER:

#### Upload tax permit.

SELECT FILES

## ATTENTION FOOD VENDORS

- All food vendors are required to maintain liability insurance for their food and/or beverage business, if applicable. Contact the event promoter for further information. For more information please contact the Collin County Health Department at 972-548-5585 or via email [https://www.collincountytx.gov/development\\_services/Documents/Permit\\_Application\\_Food\\_health.pdf](https://www.collincountytx.gov/development_services/Documents/Permit_Application_Food_health.pdf). Please bring proof of insurance with you at time of check in.
- Food vendors are prohibited from selling any alcohol at a Vintage Market Days event.
- Food vendors must submit with this contract a menu list of the items being served at Vintage Market Days.
- Vintage Market Days reserves the right to ask vendor to not serve particular items that another vendor will be serving at the event.
- Food vendors must identify specific electrical needs in writing to VMD® and receive written verification from VMD® that specific electrical needs can be met by VMD® prior to the VMD® event.
- All Food vendors understands they must provide a backup generator(s) in the event their electric needs cannot be met at the VMD® event.

## 7. LIABILITY AND INDEMNIFICATION

The Vendor is solely responsible for damages or liabilities resulting from the private dealings with any helpers, customers and sale of unsafe or unsound goods. Vintage Market Days® will not be responsible for damages or personal injury resulting from the use of umbrellas, tables, tents and other devices used in conjunction with the vendor's booth. Neither Vintage Market Days, LLC nor the owners of the property where Vintage Market Days® takes place assumes any responsibility day or night to ensure the safety of Vendor's property, goods and consumables from damage, theft, fire, malicious mischief, accident, loss of electricity, weather related incidents, or other. Vendor agrees to not hold Vintage Market Days® and/or the property owner liable for any theft or damage caused to their inventory or personal effects before the sale, during the sale and/or after the sale. Security measures will be provided but this in no way ensures that the Vendor's property is secure from all possibilities of damage or theft. The Vendor is charged with the responsibility of protecting their own property at all times during the event and obtaining the appropriate liability and property insurance (recommended). The Vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge Vintage Market Days®, its employees, agents, officers, and property owner for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorney fees and court costs, which may occur as a result of the Vendor's participation in the Vintage Market Days®, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of Vintage Market Days®, its employees, agents, officers and property owner. In consideration of the acceptance of the right to participate, entrants, participants, and spectators by execution of this contract form, release and discharge Vintage Market Days LLC, Dallas-McKinney Vintage Market Days, venue location, and their partners, franchisees, licensees, directors, employees, contract labor, agents, representatives, and servants, and anyone else connected with management or presentation of Vintage Market Days® of and from any and all known and unknown damages, injuries, losses, judgments, and/or claims from any cause whatsoever that may be

suffered by an entrant to this person or property.

## 8. MERCHANDISE AND PROMOTIONAL MATERIAL LIMITATIONS

Vintage Market Days® is a collection of vendors presenting antiques, vintage, vintage-inspired, re-purposed, upcycled, and/or hand-crafted goods in an upscale market. Vintage Market Days® reserves the right to require a vendor to remove from any item or items that in its sole opinion are not appropriate for the Vintage Market Days® sale, including items with printed language or profanity deemed inappropriate, or any items being sold by a vendor that has not been approved to attend the VMD® event. Vendors are prohibited from distributing any promotional material at a VMD® event without prior VMD® written approval. Failure to comply could result in a fine of \$100.00 or removal from the event should Vendor refuse to comply.

## 9. COMPLIANCE

9.1 Vendor shall be solely responsible for ensuring the items sold and marketed for sale at the Premises are appropriate for sale under all applicable local, state, and federal laws and regulations. Vendor shall not sell or market for sale any item that infringes on the rights of a third party, including but not limited to, items that violate copyrights, trademarks, patents, trade secrets, publicity, or privacy rights of third parties. In the event of any claims of infringement as a result of Vendor's acts or omissions, Vendor hereby agrees to defend, indemnify, hold harmless, release, waive and forever discharge Vintage Market Days®, its employees, gents, officers, and property owner against any claims of infringement.

9.2 No smoking, vaping, or use of alcohol is permitted during the Vintage Market Days® event.

9.3 For a period of 24 months after the effective date of this agreement, vendor will not directly or indirectly solicit business from or attempt to develop, own, operate, or create the same or similar event as are now being provided to any customer or vendor attending a VMD® event. This agreement shall apply to all states in the United States in which Vintage Market Days, LLC has the right to sell a VMD® Franchise.

9.4 Vendors who own or operate an event similar to Vintage Market Days® must receive written permission from both the VMD® event General Manager and Vintage Market Days, LLC to participate in a Vintage Market Days® event. Failure to comply will result in a fine of \$1000.

9.5 Vendor agrees that Vintage Market Days, LLC does not have an adequate remedy at law and will suffer irreparable harm resulting from any breach or continued break of this Agreement. Additionally, Vendor may be liable to Vintage Market Days, LLC for any damages resulting from any alleged breach, including an award of its reasonable attorney's fees incurred in the enforcement of this Agreement. This Agreement shall be governed by the State in which the Vintage Market Days® event is being hosted.

9.6 Any vendor with an outstanding balance with any Vintage Market Days® event will not be allowed to participate in any VMD® event until remaining balance is paid in full.

## 10. QUALIFYING PRODUCTS

VMD® vendors are assigned to one vendor category, requiring vendors to maintain the standard of the assigned category.

All goods exhibited at Vintage Market Days® must maintain the standard of the assigned category. If VMD® determines that the standard is not being maintained, Vintage Market Days®, at its discretion, will require removal of goods to ensure the minimum criteria of the category is maintained. Failure to remove goods could result in vendor being charged a non-compliant fee of \$1000.00 per day. Vendor will not be permitted to participate in future VMD® events until all fees are paid in full. Non-compliance could result in vendor no longer participating in any future VMD® events.

### 10.1 STANDARD OF GOODS SOLD

Vintage Market Days® is a collection of vendors presenting antiques, vintage, retro, vintage-inspired, re-purposed, upcycled, original, and/or hand crafted goods.

Antique: Any work of art, piece of furniture, decorative object, clothing, or the like, created or produced more than 100 years prior to purchase.

Vintage: Any work of art, piece of furniture, decorative object, clothing or the like created or produced more than 20-50 years prior to purchase.

1. True Vintage: goods produced or created that are 50 years of age or more.
2. New Vintage: goods produced or created that are 20 years of age or more.



**Retro:** Any work of art, piece of furniture, decorative object, clothing or the like, created or produced more than 10 years prior to purchase. These items can look out of style for the current time period but have potential of making a comeback.

**Re-purposed:** Using an item or material for a purpose other than what it was originally created or produced. An original item or material given a new purpose for use.

**Up-cycled:** Any work of art, piece of furniture, decorative object, clothing or the like created or produced using ordinary objects to make something extraordinary.

**Hand Crafted or Hand Made:** Any work of art, piece of furniture, decorative object, clothing, or the like, created or produced by hand labor.

**Original Work:** Any item or writing that is a result of independent effort and not created, received, or copied from or based on others work. Original works can be mass produced by an individual or manufacturer.

**Vintage-Inspired:** Any work of art, piece of furniture, decorative object, clothing, or the like, that is on trend, resembles and/or influenced by vintage design. Goods exhibited and/or sold are mass produced and sold as market, new, wholesale and.

- **On Trend:** Any clothing or accessory item having characteristics which conform to current fashion trend, current or in high demand.

- **Market, New, and/or wholesale Items:** Goods purchased in large quantities from a manufacturer with the intent to sell at a higher price. Items are not unique or original to the vendor selling the items at a VMD market.

10.2 The vendor expressly warrants that the goods sold to any customer is what the vendor represents they are. If the goods sold are not as represented, the vendor shall refund the full sales price to purchaser. If any purchaser brings a lawsuit in law or equity against Vintage Market Days® or its employees, for any goods sold which are not what was represented by the vendor, its agents or employees, the vendor hereby agrees to indemnify and hold harmless Vintage Market Days® or its employees for any losses sustained from said action, including attorneys' fees, second attorneys' fees, or appeal incurred by Vintage Market Days® for the defense of the action and/or the indemnification and shall hold harmless.

### **Your approved Vendor category is:**

Consumable Yummies-Specialty Food

### **Your category definition is:**

Meals prepared sold and consumed on site. 100% of goods presented are consumable, prepackaged and/or prepared on site. 100% of goods are on-trend, gourmet, hand-made, unique, organic, and/or upscale foods, snacks and/or drinks. Displays and presentation must be eye pleasing and unique.

## **11. VENDOR SERVICES**

11.1 Vendor Accommodations: A service to assist vendors in unloading and loading heavy items from their trailer before and after the event. This service must be pre-arranged and scheduled prior to arrival to ensure adequate staff is on hand. This service includes 30 minutes of assistance with unloading and 30 minutes of loading larger and heavy items for a fee of \$50.00. Additional time can be purchased at the rate of \$1 per minute per person assisting.

11.2 Porter Service: A service to vendors as a convenient way to transport larger items customers prefer not to carry to their vehicles. Vendor will receive 5 Loading Zone tickets for a fee of \$20.00 to use on 5 different items. Items will be transported by event staff from the vendor's booth to the Loading Zone for customer pick up during the event. It is the vendor's responsibility to ensure each item is labeled with a loading zone ticket identifying customer name and contact information. Additional loading zone tickets are available and can be purchased only by vendors who purchase the initial Porter Service (5 Loading Zone tickets for \$20.00) Additional tickets are available 1 ticket for \$5 or 5 tickets for \$20.00. Un-used tickets are non-refundable and non-transferable. **Vendor** may carry items to the Loading Zone for customer pickup. It is the vendor's responsibility to ensure each item is labeled with customer name and contact information. **Vendor** must purchase a \$5.00 loading ticket at time of drop off ensuring item will be loaded into customer's vehicle by VMD Staff. **Due to safety regulations and crowd control issues vendors are not permitted to carry items to customer's vehicle outside of the Loading Zone. A \$40.00 fee will be applied to vendor each time vendor does not comply with the porter service rules and guidelines. Failure to comply may affect Vendor's future participation in a Vintage Market Days®.**

11.3 Please indicate below which services are requested for the event. **Porter Fees & Vendor Accommodation Fees can be included into vendor balance or at time of check-in.**

### **Service Fees**

- ☐ **Porter Service Fee (\$20)**
- ☐ **Accommodations Service Fee (\$50)**

**Vendor Name****CHEESE ME, KENNY SHAW****Vendor Phone****918-688-0142****Booth Location****Indoor****Booth Size****10x10****Booth Price****\$ 200.00****Operations Fee****\$ 50.00****Electricity Fee (Optional)****\$ 35.00****Vendor Passes****2****Extra Pass Fee****\$ 0.00****Deposit/Credit Paid****\$ 0****Estimated Payment Due (Does not reflect Service Fees changed here.)****\$ 285.00**

Please digitally sign this contract immediately upon receipt and pay in full electronically by Wednesday, April 17, 2019. Should you have any questions regarding payments please call 9183612444.

If payment is not made in full by the due date listed above a late fee of \$75.00 will be applied.

**12. VINTAGE MARKET DAYS® PAYMENT, LATE PAYMENT, AND CANCELLATION POLICIES**

12.1 Approved vendors must sign this contract and pay the total amount due for participation in VMD® by the listed due date to guarantee vendor acceptance. A \$25.00 return check fee will apply for any checks returned unpaid. Booth space will not be held if payment in full is not completed or postmarked by Wednesday, April 17, 2019.

Payment arrangements can be approved by VMD® if determined necessary and in the best interest of the VMD® event.

12.2 Vendor forfeits their reserved booth space if contract is not returned and payment is not made in full by the due date. After the due date, the VMD® franchise owner can elect to send Vendor a new contract along with a notice that a late fee of \$75 has been applied to the account. The contract and payment in full (including late fee) must be paid by the due date on the new contract. If full payment is not made within that time, Vendor again forfeits their space and a new contract will not be sent. Habitually late payments may result in non-acceptance for future events in that

territory.

12.3 VMD® reserves the right to cancel Vintage Market Days® if VMD feels a threat of harm exist to the public including but not limited to health, terrorism and/ or weather conditions are extreme and could result in harm or injury to any individual at VMD®. Extreme weather conditions could include but are not limited to high winds, tornadoes, cold temperatures, lightening, and frozen/extreme precipitation. Full credit will be given to vendor towards a future market taking place within the same franchised territory promoted by the same franchisee. In the rare event of a "Full Cancellation" VMD® will contact all contracted vendors by phone and/or email no later than 24 hours before the market.

### 13. PHOTO RELEASE FOR ADULTS

I hereby consent to and authorize the use and reproduction by Vintage Market Days® of any and all photographs and/or video that have been taken of my booth during the event for any purpose, without compensation to me or my assignees. All images and digital files are owned by Vintage Market Days®, who reserves the right to use these photographs and/or video for the online publication, Vintage Market Days® websites and/or any social media operated by Vintage Market Days® and/or Vintage Market Days, LLC. I hereby report that I am 18 years of age or older and have read and understood the terms of this release.

**I CHOOSE TO DECLINE THE PHOTO RELEASE. (Initial Here)**

### 14. CONTRACT ACCEPTANCE

14.1 The Vendor agrees to identify any employees or contract labor who will be assisting them with setup or working in their place or absence. Vendor agrees that all employees or contract labor have undergone a thorough background investigation and pose no risk to adults or children. To ensure the safety of vendor, fellow vendors, and customers in attendance at a VMD event individuals hired from online sources are prohibited. Vendor agrees to take full responsibility for any action or incident occurring at a VMD event by an individual that is employed or contracted by vendor.

**Please identify any employees or contract labor that will be in attendance before, during, or after the event:**

14.2 The Vendor agrees that unless and until VMD® accepts the Vendor contract, it shall not be binding. If and when the contract is accepted by VMD® the vendor will receive a confirmation email confirming payment and acceptance, it shall become binding upon both VMD® and Vendor, with respect to space assigned. Pursuant to the terms of this contract, the Vendor has read, understands, and agrees to be bound by the above referenced terms as a Vendor participant in Vintage Market Days®.

VMD® reserves the right to cancel vendor contract up to 7 days prior to the start of the event if so determined to be in the best interest of the VMD® event. VMD® will return all fees collected from approved vendor within 30 days of

notice of cancellation.

I certify that I agree to abide by all market rules and to not share or reprint any VMD® printed material that I receive as being an accepted vendor for a VMD® event. I agree to return the executed contract and payment for booth rental for my participation in Vintage Market Days®. My signature below certifies that I have read, understand and agree to abide by all the rules and regulations of Vintage Market Days®.

**Approved Vendor Name\***

**Approved Vendor (Draw your signature in the box below.)**

\*

**Clear**

**Date \***

03 / 27 / 2019

MM DD YYYY