

Dear Grapevine Christmas Market Prospective Applicant:

The Grapevine Convention & Visitors Bureau (CVB) invites you to apply to participate in the Grapevine Christmas Market held November 29 - 30 and December 6, 7, 13, 14, 15, 16, 17, 18, 19, 20 and 21, 2019. The Grapevine Christmas Market (GCM) is an open-air market, located at the Town Square Gazebo in Historic Downtown Grapevine.

- LOCATION: Town Square Gazebo on Main Street, 325 S. Main St., Grapevine, TX 76051
- SEASON: November 29 December 21, 2019
- HOURS: 2 9 p.m.
- VENDOR BOOTH FEES: \$40 per day or \$15 per day (discounted rate) when set up every day

The GCM offers handcrafted and Texas-made items. The market is open rain or shine, but to maintain the safety of shoppers and vendors is subject to close without notice due to extreme weather conditions. It is a great place to bring the whole family, learn about Texas products and shop locally.

For consideration, the following items must be completed and enclosed:

- Application
- Notarized Hold Harmless Agreement
- Photo of merchandise

Rusty Hernandez Director (CVB Meeting & Event Venues) Grapevine Convention, Palace Arts & Concourse Event Centers 817.410.3459 <u>RHernandez@GrapevineTexasUSA.com</u>

Grapevine Christmas Market Vendor Policies and Regulations

The Grapevine Christmas Market (GCM) is an open-air market operating from 2 to 9 p.m. in the Town Square Gazebo located at 325 S. Main St. on dates listed in this application, November 29 - December 21.

- 1. The GCM managers have the final authority on-site to interpret and enforce rules and regulations related to the GCM. Vendors that do not comply with instructions and/or the policies and regulations of the GCM will be considered in default and may be not eligible for future markets.
- 2. All vendors must sign an agreement stating they will comply with the rules and regulations of the GCM and agree to follow the instructions of the GCM managers.
- 3. Distributor products like Scentsy, Origami Owl, It Works, etc., are not allowed.
- 4. Hemp-based products are not allowed.

APPLICATION

- 1. Submitting an application does not guarantee acceptance.
- 2. All vendors must have a valid Texas Sales Tax ID number along with other necessary business permits to participate in the GCM.
 - a. A Tax ID number may be obtained from the State Comptroller's office. Please visit <u>comptroller.texas.gov/</u> for an application.
- 3. All applications must include a notarized copy of Hold Harmless Agreement.
- 4. Photos of your merchandise must accompany the application.
- 5. Vendors may only sell items listed on their application. Any new items will need prior approval from the GCM manager beforehand.
- 6. The following shall not be sold at the GCM: 1) food concessions, 2) beverages of any kind, including bottled water, and 3) items which may be restricted by GCM Market Manager and Grapevine CVB.

VENDOR COSTS

- 1. Rate is \$40 per day or \$15 per day (discounted rate) when set up every day for a 6 X 6' space. In addition, vendors will also pay three percent (3%) of daily gross sales, to Market Manager at the end of each day.
- 2. Vendors may pre-pay for space(s) on a monthly basis. Payment for the entire month is required by the 25th day of the previous month (no refunds issued).
- 3. Vendors <u>cannot</u> sublease a pre-paid space to another vendor.

VENDOR BOOTHS/CHECK-IN

- Check-in begins at 12:30 p.m. on Market days; all vendors must check in by 1 p.m. to participate. Refunds will not be given to pre-paid vendors that are late. All vendors must be set up by 2 p.m. No exceptions.
- 2. Vendors cannot begin set up until they check in.
- 3. Spaces are available on a first come, first serve basis.
- 4. IMMEDIATELY after unloading, vehicles must be moved from the loading area to the designated city parking lots.

- 5. Tear-down begins at 9 p.m. Early tear-down will result in vendor not being eligible to participate in future markets.
- 6. The GCM will not provide tables or chairs. Vendors are responsible for providing their own, which must fit entirely within their space and not encroach upon others.
- 7. All Vendors will be located under the Pavilion. Vendors must furnish a standard six-foot table for their area. Banner, table signs, décor, cloths, etc. need to be in cream, white, silver, gold and/or green colors.
- 8. Vendors shall supply all materials and containers for customer sales.
- 9. Trash must be placed into suitable containers and hauled away by the vendor. Vendors must clean their spaces at the end of market. A fee of \$50 will be assessed if it is necessary for the GCM Market Manager to clean a vendor space. Fees will be paid prior to any future participation.
- Empty boxes are to be flattened and placed in the dumpster behind the Convention Center (1209 S. Main St.), not in the trash containers.
- 11. Electricity and water access is limited; prior arrangements must be made with GCM management.
- 12. No generators allowed.

HEALTH, SAFETY AND RELATED RULES

- 1. Vendors and their employees are responsible for informing themselves, about and complying with, federal, state and local health regulations and licensing requirements governing the production, display, distribution and sale of their products.
- 2. Manufactured food products must meet Tarrant County Health Department requirements, including licensing and permitting rules.
- 3. All food items must be properly labeled; unlabeled packaged and/or processed foods are not allowed.
- 4. Vendors providing samples of their products must comply with the rules governing sampling, market sanitation and health codes of the Tarrant County Health Department or other authorities, as applicable.

PARKING

- 1. Vendors must park vehicles in one of these assigned city parking lots:
 - a. the northeast corner of Wall and Jenkins Streets;
 - b. the parking lot in the 300 block of Jenkins Street, east of the GCM (vehicles must be parked at the far east end of the lot).
- 2. Handicapped parking is available.

WEATHER

- 1. The GCM is open rain or shine.
 - a. If extreme weather conditions arise, to maintain the safety of shoppers and vendors, the GCM may close without notice.
- 2. There are no refunds or payment transfers for inclement weather.
- 3. The GCM does not provide shelters from rain, sun, wind, etc.
- 4. The GCM is not responsible for lost or damaged merchandise due to weather.

DURING MARKET HOURS

- 1. Smoking is prohibited in the vendor and sales areas during GCM hours.
- 2. Vendors may not change spaces during the day.
- 3. Vendors must sell out of their booth only. No soliciting outside of booth allowed.
- 4. No amplified sound allowed.
- 5. All vendors shall conduct themselves in a professional manner while at the GCM. Shoes and shirts are required at ALL times. Profanity or any other inappropriate conduct is grounds for permanent eviction from the market.
- 6. Absolutely no pets, except ADA service animals, will be allowed with vendors on the GCM grounds at any time.
- 7. Weights and Measures: All products shall be sold at a standard weight or measure. Products may be sold by the pound, as long as scales are certified by the Texas Department of Agriculture. Otherwise, produce shall be sold by the piece, pint, quart, peck, or another generally accepted measure of quantity.
- 8. Quality Control: The GCM Managers reserve the right to ask a vendor to remove any inappropriate produce and other items of an unacceptable quality from the market.

SEASON

November 29 - December 21, 2019 (13 dates) 2 - 9 p.m. daily November 29 and 30; December 6, 7, 13, 14, 15, 16, 17, 18, 19, 20 and 21.

Any vendor in violation of these policies may be permanently removed from the GCM and no refund will be given.

Hold Harmless and Indemnity Agreement Grapevine Christmas Market November 29 – December 21, 2019

I, ______, the Undersigned, binding my heirs, executors, administrators, estate and assigns, do hereby agree to completely and wholly release, indemnify and hold harmless the Grapevine Convention & Visitors Bureau, City of Grapevine, its officers, agents, independent contractors, and employees for any and all claims, damages, harm, personal injury, including death, property damage, lawsuits and judgments, including court costs, expenses and reasonable attorney's fees, and all other expenses resulting from the activities, programs, and events occurring on the above-stated date of the stated event in Grapevine, Texas.

It is the understanding of all parties that this release, indemnity, and hold harmless agreement shall apply whether or not the claims, damages, harm, personal injury, including deaths, property damage, lawsuits, judgments, court costs, attorney's fees or any other expense arise from the negligence of whatever nature, omissions, willful or intentional acts of the vendors or vendor's officers, agents, employees, independent contractors, other representatives, invites, licensees, or guests.

If this vendor is other than an individual, vendor certifies, warrants and represents that the individual whose signature appears below is duly authorized to execute this Agreement on behalf of the firm, corporation, partnership or other entity who is the vendor.

IN WITNESS WHEREOF, this Agreement h	has been executed this day of	, 2019
Vendor:		
Signature:		
Printed Name:		
Title:		
STATE OF	COUNTY OF	
Before me on t me (or proved to me on the oath of identity card or other document) to be th and acknowledged to me that he exe expressed.) or through) he person whose name is subscribe	(description of ed to the foregoing instrument
Given under my hand and seal of office t	his day of	, A.D
(Seal)	Notary Public In and For The State	of
	My Commission Expires	



Grapevine Christmas Market Grapevine, Texas November 29 – 30; December 6, 7, 13 – 21, 2019 <u>Official Vendor Application</u>

Please PRINT or TYPE neatly.					
Business Name:					
Contact Name:					
Mailing Address:					
City, State, Zip:					
	Alternate Phone:				
E-mail:					
/eb site (if applicable): TX Sales Tax #					
REQUIRED: List items that you are displaying or so the space below. Please be specific and include a	price range.				ket in
Have you been a vendor at Grapevine Christmas N	1arket before?	(circle one)	Y	Ν	
Would you like to pre-pay for a reserved space?		Y	N		

Miscellaneous Information: Grapevine Christmas Market will take place RAIN or SHINE. The Grapevine Christmas Market and Grapevine Convention and Visitors Bureau (CVB) will not assume responsibility for damage or theft of your property. Vendor is responsible for submitting all applicable taxes directly to the proper agency. Electricity and water is limited and prior arrangements must be made with management. No generators will be allowed. All sale and display items must be contained within assigned area. Please note: Submission of an application does not guarantee acceptance. The Grapevine CVB reserves the right to approve products. We will not offer any exclusives in products.

Grapevine Christmas Market Hours: 2 - 9 p.m.



Please use this area for comments or requests.

Vendor Checklist:

Hold Harmless Agreement signed and notarized

- ____ Completed application (on file until January 1, 2020)
- Photos of merchandise

(For official use only)	
Business:	
Name:	
Placement:	
Address:	
Phone:	

I have read and understand the policies and procedures for Grapevine Christmas Market. I agree to follow all rules and regulations set forth by Grapevine Christmas Market staff and understand that failure to do so can result in immediate expulsion without refund. I will have no dogs, cats, or pets of any kind, illegal substances, alcohol or weapons on my person, my table or my vehicle during the Grapevine Christmas Market.

Signature

Date

Mail or deliver applications to: Grapevine Convention Center 1209 S. Main St. Grapevine, Texas 76051