



**2014 Back to School Parade Celebration
Exhibit/Vendor Registration Form**

PARTIES: Back to School Parade (hereafter referred to as "AGENT") agrees to lease exhibit space in the form of an Exhibit/Vendor booth as described in this contract in the designated Exhibition/Vendor Areas. By individual(s) or company named below (hereinafter referred to as "Exhibitor/Vendor"). Included in and made a part of this contract are the terms and conditions appearing on the reverse side.

Company Name Main Contact Name

Mailing Address City State Zip

Phone No. Fax No.(if applicable) E-mail Address

BOOTH RATES PER SELECTION:

- Information Booths-\$50.00 Small Business Sponsor-\$150 Medium Business Sponsor- \$350
 Large Business Sponsor- \$600

ADDITIONAL FEES: Clean UP Deposit (Refundable –see Terms & Conditions)- \$50.00 Electrical Hook-ups-\$50.00
(maximum **500 watts**)

MUST HAVE FOOD PERMIT

Co-Sponsored by AUSTIN ALPHA FOUNDATION

For more information about Back to School Parade, please visit: www.backtoschoolparade.org

PLEASE MAKE CHECK PAYABLE TO AUSTIN ALPHA FOUNDATION

METHOD OF PAYMENT: CASH___ MONEY ORDER___ CASHIER CHECK___

*******NO PERSONAL CHECKS ACCEPTED*******

MAIL APPLICATION AND PAYMENT TO:

Austin Alpha Foundation ▲ Attn: Gregory Harrington, Commissioner ▲ 17531 Bishopsgate Drive, Pflugerville, TX 78660

BOOTH SPACE: Prior to complete this item, available selections will be held until August 16th, pending AGENT's receipt of contract requirements. Full payment by cash, money order, or cashier check must be returned with this contract by August 16th.

BOOTH SIGN: You shall provide a display sign (maximum size 5'X3') that shall read:

PRODUCTS/SERVICES TO BE EXHIBITED: Exhibitor/Vendor shall exhibit, demonstrate, or show the following types or products/services in the booth space:

This contract is effective upon the date the last party signs the final and complete negotiated contract.

Exhibitor/Vendor's Authorized Signature & Title Date Signed

Back to School Parade, AGENT Date Signed



TERMS AND CONDITIONS

The lease term of this contract shall commence at 9:00 a.m. on Sunday, August 10, 2014 (commencement date) and shall terminate at 9:00 p.m. on Sunday, August 17, 2014 (termination date). Exhibitor/Vendor shall submit all contracts, payments, and insurance requirements to Austin Alpha Foundation, Attn: Gregory Harrington, Commissioner, 17531 Bishopsgate Drive, Pflugerville, TX 78660. Exhibitor/Vendor shall make all checks payable to Austin Alpha Foundation.; Exhibitor/Vendor shall make all payments to Austin Alpha Foundation. By money order or cashiers check (no business or personal checks will be accepted). AGENT will assign booth(s) in the order requests are received by AGENT. AGENT will not confirm booth assignment(s) until Exhibitor/Vendor has satisfied all requirements under this contract.

FOOD PERMIT - Food vendors must purchase a \$35 *Temporary Food Service Permit*. **There are NO exceptions.** Permits must be displayed in the booth the day of the event. Permit fees are non-refundable.

BOOTH RENTAL: Exhibitor/Vendor is responsible for delivery, set up, tear-down, storage and protection of displays, goods and materials. All booths and carts must be adequately lit after dark. Pets, alcoholic beverages and open flames are not permitted on site.

EXHIBIT/VENDOR DATE/SHOW HOURS: Each event will be open to attendees as listed on the Event Calendar. (Hereafter referred to as "show hours.") Vendors are expected to run their operations in a safe and prudent manner, obeying all fire laws and food safety guidelines as set out by the Austin Travis County Health and Human Services Department

INSTALLATION OF EXHIBITS: All booths must be ready for Exhibitor/Vendor occupancy a minimum of two hours prior to the start of the event. Move-in will not be permitted during show hours, no exceptions. No refunds will be provided-See the Booth Refund and Cancellation Policy below.

DISMANTLING/PACKING OF EXHIBITS: Exhibitor/Vendor shall not pack equipment, literature, or other materials or dismantle exhibits until 8:00 pm on Sunday, August 17, 2014. Exhibitor/Vendor shall remove all personal property from **Bartholomew Park** by 9:00 pm on August 17, 2014.

CLEAN-UP DEPOSIT AND REFUND: Exhibitor/Vendor shall remove all personal property, trash and debris from the rented area throughout the duration of each event. Exhibitor/Vendor will be charged a refundable \$50 clean up fee at check-in. Each area will be inspected and cleared by a Back to School Parade representative upon departure. Exhibitor/Vendor must keep area sanitary at all times. Clean-up deposits will be reissued upon check out after inspection. City Health Inspectors will conduct inspections throughout each event. **If Exhibitor/Vendor departs WITHOUT area being inspected NO REFUND WILL ISSUED.**

ON SITE CHECK-IN/PERSONNEL/BADGES: Permits must be readily available to Austin Police and Health inspectors on the day of the event. Tickets will be issued for noncompliance.

BOOTH REFUND AND CANCELLATION POLICY: Back to School Parade reserves the right, upon cancellation or forfeiture by Exhibitor/Vendor, to reassign and lease booth(s) assigned to Exhibitor/Vendor to any other applicant or Exhibitor/Vendor. In the event Exhibitor/Vendor cancels or forfeits this contract on or before August 10, 2014, AGENT shall refund the rental rate less fifty (50%) of the total rental rate for the booth(s). In the event Exhibitor/Vendor cancels or forfeits this contract after August 10, 2014; AGENT shall not refund any portion of the rental rate for the booth(s). All deductions made to the rental rate are to compensate AGENT as liquidated damages. AGENT and Exhibitor/Vendor agree that the actual amount of damages resulting from a cancellation or forfeiture by Exhibitor/Vendor would be difficult to determine and that the amounts specified in this paragraph are reasonable estimates of damages associated with a cancellation or forfeiture. All notices of cancellation must be in writing. No refunds for payments to any third party including service contractors will be made or are the responsibility of AGENT. If Exhibitor/Vendor fails to arrive at booth location(s), set up and occupy booth(s) a minimum of 2 hours prior to the event, Exhibitor/Vendor shall forfeit any and all rights and interest in the booth(s). If there are to be refunds issued a refund check will be mailed out on or before September 15th, 2014.

INDEMNIFICATION: Exhibitor/Vendor shall protect, defend, hold harmless and indemnify AGENT for any loss, damage, expense, or penalty arising from any action, including an action based upon strict liability or negligence, on account of personal injury or property damage to Exhibitor/Vendor, its employees, guests, licensees, convention attendees, or property. Exhibitor/Vendor shall assume all risk of any loss, damage, or injury.

ATTORNEYS' FEES: If Exhibitor/Vendor or AGENT is a prevailing party in any legal proceeding brought as a result of a dispute under or related to this contract, such prevailing party shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorneys' fees.

SAVINGS CLAUSE, ACKNOWLEDGMENT, ENTIRE CONTRACT, AND ASSIGNABILITY: Should any clause of this contract be found invalid or unenforceable by a court of law, the remainder of this contract shall not be affected, and all other provisions of this contract shall remain valid and enforceable. Exhibitor/Vendor acknowledges that Exhibitor/Vendor has read this contract and understands its contents. The entire contract between AGENT and Exhibitor/Vendor and cannot be changed except by written agreement. AGENT and Exhibitor/Vendor acknowledge that there are no other contracts or conditions other than as set forth in this contract. This contract may not be assigned by either party without the written approval of the other party.

SPACE AGREEMENT: Providing for the safeguarding of Exhibitor/Vendor's products is the responsibility of Exhibitor/Vendor from the time such products are moved into the booth(s) until they are removed by Exhibitor/Vendor. The AGENT shall not be responsible for, or guarantee to Exhibitor/Vendor, the safety of any property against fire, accident, theft, or loss or against persons for injury. AGENT reserves the right to require Exhibitor/Vendor to terminate for the duration of show hours any and all activities conducted inside or surrounding an event and/or Exhibitor/Vendor's booth location(s) that AGENT, at its sole discretion, determines is inappropriate, disruptive, or offensive.

CARE OF PROPERTY: Exhibitor/Vendor shall not permit any property, article, or item to be brought into, or permit any act to be done inside or surrounding any Back to School Parade event that will increase or void policies of insurance held by AGENT. Exhibitor/Vendor shall not permit any act by its employees or independent contractors that shall in any manner mar or deface the premises. Exhibitor/Vendor is responsible for damage done to any and all property where rental space.

Exhibitor/Vendor Signature and Title

Date signed