LONE STAR RALLY 2018 APPLICATION AND AGREEMENT FOR FOOD EXHIBIT SPACE

Welcome to the Lone Star Rally! This application is for exhibit space at the 2018 Lone Star Rally and becomes an agreement between the applicant and the Lone Star Rally, Inc. for the use of space. For our returning vendors, we will make every possible effort to place you in the same location and site, depending on having attended the previous event. For new vendors, no specific location or site is ever guaranteed. Sites are assigned based upon vendor mix at the requested location. Exhibit fees will include space rental, Galveston City Services fees, and basic 110v electricity. Location will be assigned upon check-in. Upon payment all accepted applicants will receive a confirmation and all applications are subject to approval by Lone Star Rally.

Please fill out a separate application for each booth requested.

<u>FC</u>	OOD VENDOR IN	NFORMATION	
Company			
Address			
City			
Applicant Name			
Phone (Day)	C	ell Phone	
Fax	_ E-Mail Address	k	
Preferred Method of Contact: E-Mail	□ Cell Phone □	Phone (Day)	
	FORM OF PA	AYMENT .	
Charge My (Circle One) Visa/MC	Amex	Disc	Amount \$
Account #			_
Exp. Date/	Security Code		_
Name of Cardholder			_
Signature			_

RESERVATION PROCEDURES

No Telephone Reservations will be accepted and there are NO GUARANTEED reservations until paid in full. You must complete the application and forward to us with <u>a deposit</u> to reserve your space. Upon acceptance of your application a confirmation will be sent to you. Spaces will be assigned on a first paid first reserved basis. **NO EXCEPTIONS.**

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Specifics Of Food Exhibit Space

YOUR ENTIRE DISPLAY MUST FIT WITHIN YOUR DESIGNATED BOOTH SPACE

<u>2018 F</u>	ood Vendo	r Booth Sp	<u>ace</u>		
Booth Size Requested					
Refer to Price List to Right	\$		Booth	Total	
Each Additional 100 sq ft add \$953.00	C		<u>Size</u>	<u>Price</u> *	
•	\$		10 x 20	\$2,612.00	
Food Vendor DEPOSIT	\$500.00		10 x 30	\$3,565.00	
Vendor Insurance add \$125.00	\$		10 x 40	\$4,517.00	
Water add \$25.00	\$		20 x 20	\$4,517.00	
			20 x 30	\$6,422.00	
Additional Electric:			20 x 40	\$8,327.00	
Additional 20 Amp 110v Quad box w/ 4 outlets add \$200.00	\$			\$953.00 per 100 sqft	
30 Amp 220v add \$350.00	\$				
50 Amp 220v add \$400.00	\$				
Special Vendor Advertising Options:		110- cable for p abov	volt 20 Amp el e fees. Please oricing on space e.	booth space, basic ectricity and appli- contact our office e requests not listed through Decem-	- d
Vendor website listing and link add \$75.00	\$		31, 2018 and a		
Coupon in Schedule of Events add \$250.00	\$	Chan	ge after that t	iacc.	
Ad in Schedule of Events add \$450.00	\$				
TOTAL= *Payment is due IN FULL by S	- \$ Sentember 30- 20)18 After this (late a nro	cessing fee of	
\$250.00 will be added to your indate will also have a \$25.00 fee	ivoice. Each cre				

LIST ALL OF YOUR PRODUCTS OR SERVICES DISPLAYED OR SOLD AT YOUR LOCATION: (Be Very Detailed!!)

If a trailer is part of your display, please give the dimensions of the trailer and designate which side of your rig you work out of	
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<u>PLEASE NOTE:</u> The sidewalks, walkways, alleyways, driveways or similar locations can not be used for food preparation or equipment and supply storage. All food preparation and/or equipment and supply storage must be maintained within your paid food vendor space.

Initials:

MOVE-IN

MOVE-OUT

Tuesday, October 30, 2018–9:00 am–8:00 pm (Lots) Wednesday, October 31, 2018–6:00 am–9:00 pm (Streets) We will notify you via e-mail of your exact check-in day and time Sunday, November 4, 2018 6:00 pm– Midnight All vendors and their display must be out by Midnight.

HOURS OF OPERATION

CANCELLATION POLICY

(Booths must remain operational during these hours)
Thursday—Saturday, Nov. 1– Nov. 3, 2018
10 am- 11 pm
Sunday, Nov. 4, 2018
10 am- 6 pm

120-91 Days- Full Refund 90-61 Days- 50% of Booth Space fee Refunded 60-31 Days- 25% of Booth Space Fee Refunded 30-0 Days- NO REFUND A \$42.00 fee will apply to all returned checks

SET-UP/ TEARDOWN POLICY

Each confirmed exhibitor will receive a confirmation of check-in/set-up times. Teardown times will be posted on the confirmation. No early teardown without show management approval. All lots and streets must be clear of vendor items by Midnight, Nov. 4, 2018-NO EXCEPTIONS.

MERCHANDISE RESTRICTIONS

Lone Star Rally, Inc. has the exclusive right to display, license, sell and merchandise all event novelties (t-shirts, ride pins, etc.). Lone Star Rally, Inc. further has the right to inspect, approve, reject or otherwise control the display, promotion, sale or other merchandising of products or services by exhibitors at the event in its sole discretion. Any products or services rejected by Lone Star Rally, Inc. must be immediately removed from the event premises and may be removed by Lone Star Rally, Inc. if this does not occur. Galveston codes and/or Rally policy prohibit the selling of sexually explicit material, items with obscenities or profanity, illegal drugs and drug paraphernalia, weapons, merchandise containing racial slurs, manufacturer or copyright infringements, obscenities or other offensive or other detrimental matter. Any such merchandise or displayed matter will be confiscated and not returned. Merchandise designed to be passed off as event merchandise (use of Galveston, date, event name, trademarks, etc.) or which has this effect will not be permitted. No signage may be displayed in Exhibitor space reading "Official Rally Merchandise", "Rally Merchandise", "Rally Tees", "Event Tees" or any similar language advertising the sale of event merchandise. "Lone Star Rally, "Lone Star Motorcycle Rally", "Lone Star Bike Week" and "Galveston Bike Week" are all trademarks of Lone Star Rally, Inc. Any vendor found selling merchandise that infringes on these trademarks may be asked to leave immediately and will be subject to legal recourse.

Alcoholic Beverages may not be sold or served within an exhibitor's space under any circumstances and all vendors should sell products of the official rally caterer or beverage sponsor (i.e. water, soda) if they wish to sell this product.

Rally policy prohibits "Games of Chance" exhibitors. All violators will be asked to leave immediately without refund.

Rally Management will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products that are in violation of these Exhibitor Regulations or any other reason. By signing this form you are agreeing that the officers of the Lone Star Rally, Inc. have sole and final authority to determine violations of this agreement.

RELEASE OF LIABILITY

Applicant agrees to observe and comply with all applicable laws, statutes, ordinances, rules and regulations. Applicant assumes all costs and liability arising from the use of patented, trademarked, copyrighted or service marked materials, equipment, processes or creative rights. Applicant shall not assign or attempt to sell this agreement or any rights hereunder without the prior written consent of Lone Star Rally, Inc.. Lone Star Rally, Inc. reserves the right to terminate the license granted by this agreement for good cause and, in said event, Applicant agrees to waive and forego all claims for damages and recourse of any kind. Applicant agrees to assume all risks arising out of or relating to it's attendance or participation at said event and to protect, defend, indemnify and hold harmless Lone Star Rally, Inc., the City of Galveston, Galveston Park Board of Trustees, Mitchell Historic Properties, Inc. and each of their agents, servants, contractors and employees from any and all liability, loss, damage or expense it may cause or sustain from any cause whatsoever, including fire, theft, personal injury or property loss. I further acknowledge that I am aware that I can not sell, give or offer for sale any pictures or accounting of this event for publication without the written permission of Lone Star Rally, Inc.

This application is subject to review and approval by show management who reserve the right to reject any applicant for	r any
reason. By signing this application and submitting with a deposit I agree that I have read and understand all of the a	above
terms and conditions.	

a	ъ.	
Signature	Date	
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BOOTH SPACE ASSIGNMENT

All booth assignments will be given at the time of exhibitor check-in and are based on a first paid, first reserved basis. Management will work with you as best possible to honor your space requests. Lone Star Rally does not *guarantee* preferred booth locations. Special circumstances require management discretion. Exhibitors <u>MUST</u> keep within their paid, designated booth space. Your product, signage and set-up must be inside your assigned space. Show Management has the right to request your removal. Lone Star Rally, Inc. reserves the right to reassign your reserved exhibit space if you do not set up within designated set- up times or call our offices at 832-437-2318.

INSURANCE

Insurance coverage required for this event is a commercial general insurance policy in the amount of at least \$1,000,000, for general liability, which names the Lone Star Rally, Inc., The City of Galveston, the Galveston Park Board of Trustees, and Mitchell Historic Properties, Inc. as additional insured. If you need assistance in obtaining event insurance, please feel free to contact our offices for information. We can also provide insurance for you. Please see page 2 for pricing.

SALES TAX PERMIT

All federal, state, and local laws governing retail sales tax must be followed. Exhibitor must provide their own Texas sales tax number. Exhibitor is required to display the registration certificate throughout entire Rally. An online application form is available at:

https://comptroller.texas.gov/taxes/permit/

Proof of Sales Tax must be provided before you are allowed to move-in to your spot.

Please display a copy of your Sales Tax Permit in plain sight inside your booth! All information will be maintained with the strictest of confidentiality.

SAFETY AND SECURITY

Safety of vendors, employees, and rally goers is paramount. Do not place structures, signs, or products on sidewalks or walkways. Do not use city signs or structures including parking meters, signs, or utility poles to post or display vendor signage.

The City of Galveston will have patrol officers scheduled and security within and around the Lone Star Rally designated footprint. However, each vendor is responsible for security of their own property and staff. Contact the Lone Star Rally office to contract additional security. Expect a \$35 to \$45 per hour rate per officer hired.

FIRE TENT PERMIT

All vendors with a tented space 401 sq. ft. or larger will be required to have a Fire Tent Permit issued through the Fire Marshal's Office in Galveston. Please fill out the form under the vendor section of our website, contact the Fire Marshal's office for proper fee amount and mail your permit form and fee to: Office of the Fire Marshal, City of Galveston, 2517 Avenue H, Suite 207, Galveston, Texas 77550. Phone (409) 797-3870 or email: NGarcia@GalvestonTX.gov.

FOOD VENDORS

All Food Vendors must fill out the application for a Health Permit with the Galveston County Health District. The form can be filled out online at: www.gchdenvform.org/servlet/guest?service=0&formId=38&enterprise=6

A \$500.00 deposit will be collected with your application and booth fee. We will thoroughly inspect each vendor's space after load-out to determine your refund. This deposit will be refunded by December 31st if the vendor abides by the rally regulations and leaves their space free of debris and grease. Any infraction will forfeit the deposit and Show Management has the right to request your removal and refuse your admittance to any future events.

Exhibitors <u>MUST</u> keep within their paid, designated booth space. This includes food prep and clean-up. Your product, signage and set -up must be inside your assigned space. Rubberized fireproof mats should be placed underneath any cookers, roasters or grills that are subject to grease drips. The Lone Star Rally provides grease disposal receptacles for your use. **PLEASE USE THEM or TAKE YOUR GREASE WITH YOU**. Do not leave bottles of grease behind for disposal. Storm drains on the streets are NOT for disposal of liquids of any kind. Proper tie downs must be used (barrels, cement buckets, sand bags, etc.). Do not tie down to trees, street signs or city property.

MISCELLANEOUS VENDOR INFORMATION

VENDOR PARKING-

Please park in designated lots ONLY. Do not park in any private lots around the venue.

- Vendors in all areas will park in an assigned vendor parking lot as space allows.
 This is free parking with your vendor parking pass.
 Please fill out your contact information and place it in your windshield.
- This year, check-in has been relocated and we do NOT have the vendor RV lot across from where check-in has been in previous years.

 Please make plans to locate other accommodations for RV's.
- Parking meters are operational in Galveston. If you park at a metered spot, expect to pay.

BASIC AND ADDITIONAL POWER REQUIREMENTS-

If you require additional electrical power for your location, you must order these and pay for them in advance through our office. Not ordering in advance can result in additional expense for upgrades in hookups on site. If you do not know how much power you'll require please contact 3 Phase Rentals: Kevin Crawford

712 705 7207

713-705-7387

Kevin@3phaserentals.net

TENTS, TABLES, CHAIRS, WATER BARRELS AND LIGHTING RENTALS-

All vendor booth locations are required to be secured to the ground. Because we are located in the Historic District and rented lots, **STAKING DOWN IS PROHIBITED.** Water barrels are available through a tent supplier.

You must order in advance to receive this service.

POTABLE WATER-

Those vendors who ordered water in advance (Food Vendors) will find hook-ups Located on the fire hydrants nearest your booth. Most will be located near the Alleyways. **PLEASE PROVIDE YOUR OWN WATER HOSE.**

MISCELLANEOUS VENDOR INFORMATION

PORTABLE TOILETS-

Hundreds of portable toilets including ADA units, are located throughout the downtown site. Most are located in the alleyways halfway down each numbered street between the Strand and Mechanic and the Strand and Harborside Drive. All others are very visible and easy to locate.

TRASH CANS AND SITE CLEAN UP-

This service is provided by the City of Galveston. Several hundred trash cans will be scattered throughout the site and maintained by the City Sanitation personnel. We are scheduled for routine cleaning and servicing during the event and through the overnight hours.

GENERAL RULES, REGULATIONS AND HOURS OF OPERATION-

- All booths must remain open during the regular event hours. The hours are: Thursday, Friday and Saturday, 10 a.m. until 11 p.m. On Sunday, the hours are 10 a.m. until 6 p.m. NO ONE IS ALLOWED TO LOAD-OUT UNTIL AFTER 6 P.M. AND ALL VENDORS MUST BE OFF SITE BY 12:00 MIDNIGHT.
- Night time lighting is mandatory!
- No nudity! No painted breasts!
- No drug or sexually oriented merchandise to be displayed!
- Please see the "Rules" page of your booth application for guidelines for T-shirt designs and other printed materials to be sold. These rules are strictly enforced.
- No alcoholic beverages may be sold at any vendor booth.
- No corporate "sharing" of booth space. Each booth must be individually purchased, insured and permitted. Violators will be closed.
- Any vendor leaving piles of food, cooking oil residue, food waste or other waste on the ground in or around their location, will be billed for the clean-up after the fact, and will not be allowed to return to the Lone Star Rally
- Forklift services are available at the convenience of the Lone Star Rally crew. However, you must provide your own legally licensed operator. Please stop a volunteer to make arrangements.

CUSTOMER SERVICE-

Our staff is here to help you. Please ask our staff for assistance in any matter. If they can't help you personally, they will know someone who can. We consider ourselves the "Miracle" team when it comes to problem solving.

MISCELLANEOUS VENDOR INFORMATION

IMPORTANT PHONE NUMBERS:

Lone Star Rally Office

5130 Franz Rd., Suite 800

Katy, TX. 77493 Ofc 832-437-2318 Fax 832-437-2441

Email: brinder@lonestarrally.com or

candace@lonestarrally.com Website: www.lonestarrally.com

City of Galveston Fire Marshal

Temporary Permits Chris Harrison—Fire Marshal

Nora Garcia—Administrative Assistant

2514 Sealy

Galveston, TX. 77550 Ofc 409-797-3870 Fax 409-797-3875

Email: NGarcia@GalvestonTX.gov

Galveston County Health Department

Temporary Permits 9850 Emmett F Lowry Expy Texas City, TX. 77591 Ofc 409-938-2411

Fax 409-938-2321

Website: www.gchdenvform.org/servlet/guest?

service=0&formId=38&enterprise=6

Texas Comptroller's Office

Sales Tax

Miranda Guthman

Ofc 281-497-8442, ext. 43536

E-Mail: Miranda.guthman@cpa.texas.gov

Website: https://comptroller.texas.gov/taxes/permit/

Texas Department of Motor Vehicles

TXDoT Motor Vehicle Show Approval

Terry Vannoy

Motor Vehicle Division

P.O. Box 26487

Austin, TX. 78755 Ofc 512-465-1260

En. 512 465 4126

Fax 512-465-4135

Email: Terry.Vannoy@txdmv.gov

A-1 Fire Equipment Company

Fire Extinguisher Rental

3202 Main St.

La Marque, Tx 77568 Ofc 409-744-4438 Fax 409-938-1331 http://www.a-1fire.com/

AZ Central Insurance

Event Insurance Lisa Orozco 520-468-2755 www.cartkiosk.com

Beasley-Keith Insurance

Event Insurance 318-747-1818 www.beasleykeithins.com

Shahinian Insurance Services, Inc.

Event Insurance 800-457-2231

www.shahinianinsurance.com

InTents Party Supply

Tent Rental Chris Womack 281-993-2233 www.intentspartysupply.com

Peerless Events & Tents

Tent Rental 713-231-7375

www.PeerlessEventsAndTents.com

Tour De Tents

Tent Rental Rachel Lankford 409-763-5034 www.TourDeTents.com

One Stop Tents & Events

Tent Rental BJ Girouard 281-338-9898 www.onestopparty.com