

# Texas Pirate Festival

## Craft Vendor Application – June 3-4, 2017

*Please fill in all blanks that apply-this contract cannot be processed if incomplete.*

### Page One

Vendor/Business Name: \_\_\_\_\_

Contact Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Primary E-mail: \_\_\_\_\_

Website or Facebook account: \_\_\_\_\_

### Booth Information

#### **1. Tent Spaces (you bring your own tent):**

**Small - roughly 12 x 12 feet = \$30 per weekend**

**Large - roughly 16 x 20 feet = \$50 per weekend**

#### **2. Bazaar Stalls (wooden barn-like canopy stalls, roofed for shade):**

**Small - roughly 10 x 12 feet = \$35 per weekend**

#### **3. Faire Booths (individual wooden buildings--sizes and pricing may vary):**

**Inquire directly via email at: [middlefaireinfo@gmail.com](mailto:middlefaireinfo@gmail.com)**

#### **4. Your choice from above, and payment: \$ \_\_\_\_\_**

5. Please list the items you intend to sell: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PLEASE READ ALL PAGES, AND SIGN PAGE THREE BEFORE SIGNING BELOW.**

I have read all pages of this contract fully, and I agree fully to its contents and requirements.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
( Date)

*Please send your payment in the form of postal money order, a signed copy of the Hold Harmless waiver, and a signed copy of this contract, to the Middlefaire Company, Inc., PO Box 961, Hillsboro, TX 76645.*

Page Two

In signing this contract, I understand and agree to the following rules and conditions:

1. All vendors will be responsible for their own trash at their booths, and will keep their space clean and clutter-free.
2. The vendor market will be open from 11 AM to 7 PM Saturday, and from 11 AM to 6 PM on Sunday. Vendors may break down one hour before official closing time each day at their discretion, for packing up and securing stock. However, motor vehicles are not to be driven on the lanes prior to festival closing time.
3. Vendors who cancel or fail to show for the festival, after signage of this contract and payment of fees, will not receive a refund for their payments. We will attempt to schedule "rainchecks" under special circumstances to accommodate the vendors as best we can.
4. Vendors must have their merchandise off-loaded from their vehicles and their vehicles off the festival village grounds no later than 10:30 AM each festival morning. Vehicles are not to be driven down the village lanes during festival hours without permission from the management.
5. Vendors should bring their own folding chairs, tables, and furniture as needed.

6. Vendors will be responsible for any friends, family members, or children in their care who may be guests in their booth areas during the run of the festival, and will ensure courteous behavior of their guests at all times.
7. Vendors are personally responsible for obtaining their own State of Texas Sales Tax Permit, as needed.
8. Vendors who leave pitched tents, canopies, or any other personal property onsite do so with the acknowledgement that their items may be damaged or destroyed by weather. Middlefaire Company Inc. will not be held responsible for lost, damaged, or abandoned items, nor for any kind of personal property, including trailers or motor vehicles, that are damaged or stuck in mud, or otherwise adversely affected by bad weather.
9. The fairground will close in the event of major storm systems and extreme meteorological conditions. In the event of light rain or ordinary weather, we cannot guarantee waterproof conditions, even inside wooden faire buildings. Craft vendors should take this into account, and include plastic tarps or sheeting in their planning, to protect their inventory as needed.
10. In the event of closures due to inclement weather, Faire management will try to allocate rainchecks to vendors for future events as compensation.

Page Three:

### Hold Harmless Agreement

I, \_\_\_\_\_ hereby agree to hold harmless the Middlefaire Company Incorporated, the land owners of the Middlefaire festival site, and any staff, designated volunteers, or any person(s) involved with the Middlefaire Company, Incorporated, for any or all damages to persons and personal property resulting from acts of God, weather, theft, vandalism, accident, injury, or medical emergency. The Middlefaire Company Inc. shall be not held responsible for lost, stolen, damaged, or abandoned personal items, nor for personal property, nor trailers or motor vehicles that are damaged, stuck in mud, or otherwise adversely affected by bad weather.

Further: The Middlefaire Company, Incorporated, shall forever and in perpetuity be held harmless from any cause or action, claim or petition, filed in any court or administrative tribunal, arising out of said event, including all costs, attorneys fees, judgments, or awards.

I understand that the activities or function(s) in which I participate may be inherently dangerous and can cause serious or grievous injuries, including bodily injury, damage to personal property, and/or death. I recognize that there are serious risks involved with reenactment, vending, construction, and festival activities, including, but not limited to, exposure to power tools or power cords, touching nails, screws, and other sharp fasteners,

scaling ladders, stairs, or steps, handling of digging tools, exposure to cement and other chemicals, walking upon uneven ground, uneven floors, or into fences, and the possibility of trauma related to exposure to, portage, carrying, or handling of lumber, timber, knives, hand tools, archery bows and equipment, edged weapons, and black powder guns. I recognize that there are serious risks involved with cooking, handling of hot foods or hot beverages, contact with motor vehicles, exposure to fires, lanterns, camping activities, exposure to horses, dogs, reptiles, other wild animals, or insects, and any and all physical risks related to the movement of large numbers of people. On behalf of myself, my heirs, assigns, and next of kin, I hereby waive all claims for injuries, medical bills, or death sustained by me or damages to my property, that I may have against the aforementioned released party to such activity, whether caused by negligence of the released party or otherwise, with the exception of acts of intentional, willful or wanton misconduct.

I make myself responsible for any Booth helpers or family members assisting me in vending, or who may be visiting my vending booth area on the fairgrounds.

The above shall apply to any incident taking place on the festival site or its adjoining land or property, regardless of whether or not a festival is being held.

I understand and agree to all of the above, and I also agree to abide by all designated state, county, and federal laws while on the faire site, and, in signing this document, further pledge to cooperate with any and all rules or guidelines provided by the Middlefaire Company, Inc., or any of its designated security or event staff.

Print full legal name \_\_\_\_\_

Vendor Signature \_\_\_\_\_

Date \_\_\_\_\_

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