

VENDOR AGREEMENT AND RULES

PLEASE READ CAREFULLY

EVENT: Galveston Chalk Walk

ORGANIZER: JC League House, Inc. DBA The League-Kempner House (LKH)

DATE: Saturday, September 13, 2025

EVENT HOURS: 10 am to 5 pm

DESCRIPTION: Family friendly event focused on professional and amateur chalk art, vendor booths selling family-oriented merchandise or food products, and various children's activities. There is no entry fee to the Event. Alcohol is strictly prohibited.

PARTIES TO THE AGREEMENT:

LKH, as used in this Agreement shall include anyone representing or participating on behalf of LKH, including but not limited to Officers, volunteers, or hired people.

VENDOR: As used in this Agreement, shall include anyone accompanying the signatory to this Agreement in connection with setting up and operating the Vendor booth.

ELECTONIC TRANSACTION/APPLICATION PROCESS: Vendor and LKH both agree to execute this Agreement electronically. Completing this application and filling in all required information constitutes an offer by Vendor to participate in the Event under the terms of the Agreement. After review, if the Vendor is accepted, LKH will provide a link for payment of booth fee. Payment must be made by Vendor for Agreement to be binding and for a booth space to be assigned.

All booth spaces are \$35.

MERCHANDISE RESTRICTIONS: Suitable merchandise includes crafts/retail, packaged food, or food prepared onsite. Family oriented items are required and must be approved by LKH. Samples or photos may be requested by LKH as part of the application approval process. LKH will determine the appropriateness of products exhibited and reserves the right to prohibit display or advertisement of products that are deemed inappropriate.

REFUNDS: If the Event is cancelled by LKH, the booth fee will be refunded.

BOOTH ASSIGNMENT: LKH reserves the right to assign booth locations. Failure to set up in the assigned location is grounds for removal from the Event.

BOOTH SPECIFICATIONS & REQUIREMENTS: All booth spaces are outdoors and are approximately 10'x10'. Vendors are responsible for building out their own space. A canopy may be used but must have weights for safety in case of high wind conditions.

Electricity and water are not available at booth locations.

VENDOR SET UP AND BREAKDOWN: The Event grounds will open at 7:00 am for Vendors to set up. Vehicles may not be brought onto the property. Breakdown may not begin until the Event ends at 5:00 pm. Vendors must remove their own trash.

FOOD VENDOR REQUIREMENTS : Food vendors MUST furnish a copy of their Food Vendors Liability Insurance and obtain any required permits from the Galveston County Health District, (409) 938-2303. The permit number must be reported to LKH before **Thursday, September 4th**.

The Galveston County Health District may inspect each food booth on site.

FIRE EXTINGUISHERS: Booths using flammable material MUST have a portable extinguisher. Extinguishers must have a one-year current inspection tag signed by a Texas-registered company. The Fire Department may inspect each booth during the event.

- **Booths w/ Fryers:** 10lb. 60 BC dry chemical fire extinguisher
- **Booths with Open Coals:** 10lb. 4A 60 BC ABC dry chemical extinguisher OR a Class 2A water-type fire extinguisher. Coals/BBQ Pits must be placed at least 10 ft away from buildings/structures, excluding booth
- **Booths with Flammable Materials (i.e., propane, kerosene lanterns, oil lamps):** 10lb. 4A 60 BC ABC dry chemical fire extinguisher

Please call the Fire Marshal at 409-621-3190 with questions.

PETS: Pets are prohibited from the Event grounds. However, Vendors may be permitted to have pets at booth areas on a case-by-case basis. The pets must be authorized by LKH and remain in crated within the booth during festival hours.

TEXAS STATE SALES TAX REQUIREMENT: Vendor is responsible for following all state rules regarding retail sales tax on their sales and must display their Texas registration certificate during the Event.

CONSENT TO BE PHOTOGRAPHED OR RECORDED ON VIDEO: Vendors consent to be photographed or filmed, and those images may be used by LKH in promotion of the LKH without compensation.

RELEASE OF LIABILITY: IN CONSIDERATION OF LKH GRANTING ME THE RIGHT BECOME A VENDOR, I, FOR MYSELF, MY EMPLOYEES, AGENTS, REPRESENTATIVES, AND ASSIGNS, HEREBY RELEASE AND HOLD HARMLESS LKH, AND ITS CONTRACTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ASSIGNS (“RELEASEES”), FROM ALL CLAIMS OF NEGLIGENCE RESULTING IN PERSONAL INJURY, ACCIDENT, ILLNESS (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM OR RELATING TO MY PARTICIPATION IN THE EVENT. ALTHOUGH IT IS ONLY REQUIRED FOR FOOD VENDORS, LIABILITY INSURANCE IS STRONGLY RECOMMENDED FOR ALL VENDORS

ASSUMPTION OF RISK: IN EXECUTING THIS RELEASE, I ACKNOWLEDGE THAT PARTICIPATION IN THE EVENT CARRIES CERTAIN INHERENT DANGERS THAT CANNOT READILY BE ELIMINATED REGARDLESS OF THE CARE TAKEN TO PREVENT AND AVOID INJURY, AND HEREBY ADDITIONALLY ASSUME THE RISK OF LIABILITY FOR INJURY, ACCIDENT, OR ILLNESS, INCLUDING DEATH, RESULTING FROM SUCH DANGERS. THESE DANGERS INCLUDE, WITHOUT LIMITATION, HEAVY LIFTING, FALLING OBJECTS, EXPOSURE TO HAZARDOUS MATERIALS OR EQUIPMENT, EXPOSED WIRES, MOVING VEHICLES, AND UNEVEN FOOTING, AS WELL AS GENERAL RISKS INCLUDING, BUT NOT LIMITED TO SLIPS, TRIPS, FALLS, CUTS, ADVERSE WEATHER CONDITIONS, FALLING TREES OR BRANCHES, AND THE ACTS OR OMISSIONS OF EVENT PARTICIPANTS OR VENDORS OR OTHER MEMBERS OF THE PUBLIC. I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS WAIVER IS NOT COMPLETE AND THAT OTHER RISKS OR EVENTS ARISING FROM PARTICIPATION IN THE EVENT, BOTH KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, MAY RESULT IN SERIOUS BODILY INJURY, DEATH, OR PROPERTY DAMAGE.

WAIVER OF RIGHT TO SUE: THE VENDOR AGREES NOT TO FILE LAWSUITS AGAINST LKH FOR ANY CLAIMS ARISING FROM PARTICIPATION IN THE EVENT.

INDEMNIFICATION: Vendor agrees to indemnify and defend LKH against any and all claims arising out of or related to the negligent or intentional acts or omissions of Vendor or Vendor employees, agents, representatives or assigns in connection with participation in the Event, including any acts or omissions undertaken in contravention of LKH Rules and Regulations.

WAIVER OF JURY TRIAL: Either the Vendor or LKH have the right to waive a jury trial.

COMPLIANCE WITH RULE AND LAWS: I understand that during my participation as a Vendor in the Event, LKH is the final authority in the manner of interpretation and enforcement of all rules and regulations related to the Event and reserves the right to accept or reject any application for exhibit space at its sole discretion. Vendor agrees to

obey all laws, ordinances, rules and regulations adopted or established by Federal, State, or local governmental agencies or bodies while participating in the Event.

Furthermore, I understand that as a Vendor, I am responsible for knowing the Event Rules and Regulations contained in this agreement or otherwise provided to me by LKH. I am responsible for ensuring my merchandise, decorations, and behavior comply with, and reflect the family nature of the Event. My failure to do so may result in my being removed from the Event and no refund being issued.

By submitting this application, I certify that I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS AGREEMENT AND AM THE AUTHORIZED REPRESENTATIVE FOR VENDOR WITH APPROVAL TO AGREE TO BE BOUND BY THE TERMS OF THE AGREEMENT.

Vendor Representative Name: _____

Vendor Representative Signature (retype name): _____

Business/Booth Name: _____

Website: _____

Email address: _____

Date: _____

Contact phone # _____

Description of Merchandise/Services: _____