



**2012**

**Black History Celebration**

**“HERITAGE DAY”**

**Humble Civic Arena**

**8301 Will Clayton Pkwy**

**Humble, Texas 77338**

**VENDOR APPLICATION**

**Website: [BPCCA.com](http://BPCCA.com)**

**Email Address: [info@bpcca.com](mailto:info@bpcca.com)**

**Phone: 281.425.8998**



October 1, 2011

Dear Vendor,

**Welcome to the 13<sup>th</sup> Annual "Heritage Day" Celebration!**

"Heritage Day" will be held Saturday, February 25, 2012 at the Humble Civic Arena 8233 Will Clayton Parkway, Humble, Texas.

If you are interested in becoming a vendor on "Heritage Day", please complete the attached application and vending fee and mail to BPCCA by January 28, 2012.

There will be an additional \$100 late fee if application is received and approved after January 28, 2012.

We look forward to your participation and helping us celebrate "Heritage Day".

Sincerely,

*Dwight Judge*

Dwight Judge



## **Vendor Contract & Lease Agreement**

### **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

**LIABILITY** - I HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the participants, sanctioning organization or any subdivision thereof, campout, trailride, dance, rodeo committee, stock contractor, rodeo association, Black Professional Cowboys & Cowgirls Association, Inc., arena operators or owners, officials, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "releases", from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all lesser damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in or upon restricted area, and/or, competing, officiating in, observing, working for, or for any purpose participating in the event. I have the sole responsibility to look after and protect myself, my family and invites, and the assets or automobiles I bring onto said premises. I will solely be responsible for any vandalism, mischief, or theft occurring to my own assets.

**I RELEASE BLACK PROFESSIONAL COWBOYS & COWGIRLS ASSOCIATION, Inc., from all claims herefore.**

**VENDORS MUST PROVIDE PROOF OF APPROPRIATE INSURANCE WITH SIGNED CONTRACT.**

**TAXES** – All sales taxes, income taxes, FICA or other withholding taxes arising out of or in connection with Lessee’s use of the Leased Space are the sole responsibilities of Lessee.

**COMPLIANCE WITH LAWS** – Lessee, his/her agents, employees, or assignee will comply with all rules, regulations, and requirement of the fire Marshal, the Health Department of the City of Humble, or of any governmental entity having jurisdiction over premises. The Lessee may be required at Lessor’s sole option to immediately cease its operations and vacate the Leased Space if Lessee’s exhibit, operation thereof, or requirements.

The sale of tobacco related products & fireworks to minors are prohibited. The sale of knives, guns or any dangerous weapons is prohibited. Any type profanity or wearing apparel or otherwise is prohibited. No item of sexually explicit nature may not be displayed or sold.

**REMOVAL OF EXHIBITS BY LESSOR** - The Lessor reserves the right to prohibit any; (i.e.) which, in Lessors, reasonable judgement, may detract from the general character of the Heritage Day Event; (ii) if the business carried on by the Lessee or the names conducting the same is not as represented at the time of making this Contract or is not keeping with the character of the Heritage Day Celebration of the Black Professional Cowboys & Cowgirls Association; (iii) if the exhibit was entered under false pretenses; or (iv) if the exhibit is in violation of any of these Rules Governing Exhibitors. If an exhibit is prohibited under the terms of the paragraph or because of a violation of any terms hereof, Lessor shall have the right, but no obligation, to remove the exhibit or any banner, advertising matter or other property of the Lessee situated within or about the Leased Space, but such removal shall in any event be at the cost of expense of Lessee, and Lessee shall immediately reimburse Lessor for any cost or expense of Lessor incurred in so removing Lessee’s exhibit or portions thereof. Under such circumstance, Lessee shall not be entitled to a refund of money paid to Lessor under the terms of this contract.

**SUBLEASING** – There will be **NO** subleasing of booth space. Unsigned contracts cannot be approved.

**SETUP** – Booths may be set up between 8:00a.m. – 11:00a.m. Saturday, February 25, 2012.

**YOU WILL NOT BE ALLOWED TO SET UP AFTER 11:00a.m.**

There will be no tearing down of exhibits until after entertainment has closed on Saturday, February 25, 2012, however all exhibits must be removed by 11:00p.m. Saturday, February 25, 2012. Anything left on premises will be thrown out.

**ALL EXHIBITORS ARE REQUIRED TO FURNISH THEIR OWN BOOTH SET UP.**

**PLEASE NOTE: ALL Food Concessions MUST first submit a complete list of items to be sold for pre-approval booth rental is not guaranteed until approval is given.**

I acknowledge that I have read the rules governing exhibitors set forth on this contract and incorporated herein; I agree that my use and occupancy of the leased space shall be in all respect subject to such rules, and I agree to fully comply with such rules. I understand and it is a release of all claims, I understand I assume all risk inherent in all Black Professional Cowboys & cowgirls Association activities. I voluntarily sign my name evidencing my acceptance of the above provisions.

**Applicant Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_



Applicant Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**VENDOR BOOTH APPLICATION**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Please Print)

Contact Person: \_\_\_\_\_  
 (Please Print)

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

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

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

**COST OF BOOTH SPACE:**

**Non- Food Vendors:**

10x10 space 100 sq. ft. with electricity or 20X10 space 200 sq. ft. with electricity

**Food Vendors:**

20x10 space 200 sq. ft. with electricity

**PLEASE MARK BOOTH SIZE:** \_\_\_\_\_ \$195(10X10) or \_\_\_\_\_ \$295(20x10)

PAYMENT MUST BE RECEIVED BY JAN. 28, 2012

PAYMENT AFTER JAN. 28, 2012 | LATE FEE: \$100.00

**REQUIRMENTS:**

- Every booth space must have tent covering booth space.
- Every booth must be decorated to attract customers. Your booth must look appealing.
- Booth **space must be left clean**; otherwise you will be charged \$100.
- You must provide your own table and chairs.
- Electrical outlets will be provided.
- You must provide your own electrical cord to plug into electrical outlet.

**Return Payment & Contract To:**

**Send Cashier's Check or Money Order Only**

BPCCA  
 634 Rueben White Dr  
 Crosby, TX 77532

**(For Office Use Only)**

