

TERMS AND CONDITIONS FOR VENDORS AT THE 2025 TEXAS CRAB FESTIVAL

VENDOR desires to obtain a lease from Texas Crab Festival Charities, Inc. (TCFC) install and operate a BOOTH within the Texas Crab Festival SITE during the dates of May 9-11, 2025. Festival hours: Friday-4:00 pm to 11:30 pm; Saturday-10:00 am to 11:30 pm; Sunday-10:00 am to 6:00 pm.

VENDOR shall be ready for operation by 3:00 pm on Friday, May 9, 2025 and remain intact through Sunday, May 11, 2025 at 6:00pm.

VENDOR agrees to sell ONLY THOSE ITEMS LISTED ON THE APPLICATION. Any items VENDOR intends to distribute free shall also be listed. VENDOR shall not sell alcoholic beverages.

VENDOR shall be responsible for the personal appearance of all personnel employed by VENDOR. Intoxication or use or possession of narcotic drugs by VENDOR or employees at any time shall be sufficient cause for immediate and summary cancellation of this contract. Alcohol may not be brought onto the festival SITE.

VENDOR check-in begins on Thursday, May 8, 2025. Earlier check-in may be arranged with prior approval. VENDOR shall keep a reasonable area adjacent to the BOOTH clean and free of trash and debris. No loudspeakers or musical instruments to be played at VENDOR booths. NO PETS ALLOWED.

Electrical service will be provided: 110-20amp throughout the SITE, 220-50amp (RV plug) in the Food Court. Prior arrangements must be made for additional or alternate service. The existing electrical facilities provided shall be for leased space only. VENDOR is to supply their own extension cord. Maximum cord length is 100 feet. No generators allowed running on SITE unless approved by TCFC.

VENDOR will be issued 3 lanyards per Booth Space, valid for the duration of the Festival. VENDOR must wear lanyard for entry to the festival. Extra lanyards may be purchased at check-in.

VENDOR hereby undertakes and agrees to save and hold the TCFC harmless from and against any and all loss, liability, damage, and any and all claims, demands, or liability by or to the public or employees of VENDOR or others on account of or occasioned by, and whether due to negligence or otherwise, the operations of the Vendor, the installation, construction, repair, alteration, maintenance, premises and or festival grounds of equipment or structure named here in. TCFC assumes no responsibility for Workmen's Compensation, FICA or withholding taxes for any and all employees or agents that work for any VENDOR in the Texas Crab Festival and shall not be responsible for sales tax.

If in judgment, the business or exhibit carried on by VENDOR, or the manner conducting same, is objectionable or not as represented at the time of VENDOR acceptance, TCFC reserves the right to have property of VENDOR removed from the SITE and all payments previously made forfeited. VENDOR agrees that in conducting its operations, it will not discriminate against any employee, customer, or patron due to race, color, creed, national origin, or sex.

All BOOTH rental money shall be retained by TCFC in the event the VENDOR fails to fulfill or violates any term in this contract or withdraws from The Festival for any reason.

All material and property of the VENDOR shall be removed at the expense of the VENDOR no later than MONDAY following the last day of the festival. The VENDOR is responsible for leaving the area cleaned before departing from SITE.

NO GOLF CARTS OR 4-WHEELERS OF ANY KIND ARE ALLOWED BY ANYONE EXCEPT BY THE TCFC FESTIVAL COMMITTEE.

THIS AGREEMENT IS NOT SUBJECT TO AMENDMENT OR REFORMATION EXCEPT BY WRITTEN AGREEMENT. NO REFUNDS DUE TO WEATHER