



Texas Hot Sauce Festival  
September 21 & 22, 2019  
Sat. 11 a.m. to 6 p.m. / Sun. Noon to 5 p.m.  
Event Location: Bayou City Event Center  
9401 Knight Road, Houston, TX 77045

Contact: Michael R. Martin  
713-714-1916  
mrmartin@turntproductions.com

## Hot Sauce / Fiery Food Exhibitor Agreement

### BOOTH FEES:

Under the Pavilion: \$550.00 per 10' x 10' pavilion booth \*\*Electric is available under the Pavilion. One (1) outlet for \$50.00 each.  
Grassy Area: \$150.00 per 12' x 12' grass booth Electric is NOT available in grass area booths.

- Exhibitors receive one 8' table and two chairs \*
- Listings on the web site with hyperlink. Including the current Exhibitor List, and your listing with hyperlink will be kept on the "Festival Highlights" page, post-festival.
- Listing in the 2019 Festival Guide.
- As always, Exhibitor access to the air-conditioned Hospitality / VIP area. This includes free beverages to be enjoyed during festival hours.
- Invitation to the Exhibitor Dinner Saturday night immediately following the festival in the VIP tent.

An Exhibitor Confirmation packet with health permit forms will be emailed to you upon receipt of booth fee. You should receive your packet no later than 2 weeks prior to the Festival.

**Setup:** Friday, September 20, 2019 – 3:00 p.m. until 8 p.m. (*We will have overnight security Friday thru Sunday*)  
Saturday, September 21, 2019 - 8 a.m. until 10:00 a.m. (*Festival opens to public at 11 a.m.*)

All exhibits must be completely setup by 10:00 a.m. - before the start of the scheduled event time, 11:00 a.m. 9/21/2019  
**Vendors MUST remain setup for the 2 full days of the event – NO EARLY BREAKDOWNS - NO EXCEPTIONS. PLAN FOR THIS.** An empty booth just makes you and the festival look bad.

**Health Permit:** ALL HOT vendors sampling products will be required to submit to THSF the forms for a temporary food permit from the City of Houston Health Department. The Fee is included in the booth fee for the 2 day event, for HOT Vendors grouped in a contiguous booth under the pavilion. Any HOT Vendor wishing for a separate booth area must provide their own Health Department permit and pay their own fee. ALL vendors with food must follow the City of Houston rules/laws. If you are selling packaged and/or bottle products you will need to provide a copy of your food manufacturer license or an invoice showing where you purchased/have your sauce co-packed. The PRE-OPERATIONAL STATEMENT FOR PROPOSED TEMPORARY FOOD SERVICE ESTABLISHMENT must be filled out and returned to the Texas Hot Sauce Festival. **Forms must be completed and returned to the Texas Hot Sauce Festival by August 30, 2019.** Questions can be answered by calling Christopher Sparks at 832-393-5100 or email [christopher.sparks@houston.tx.gov](mailto:christopher.sparks@houston.tx.gov). The forms will be sent to you in your confirmation packet. Any potential Vendor submitting an Exhibitor Agreement after August 30, 2019 may still be able to obtain a permit. It will be up to the discretion of the promoter in combination with the City of Houston.

**An Exhibitor Confirmation packet and approved menu items will be emailed to you.**

### Terms & Conditions

- I. **VENDOR FEE:** Additional costs for rental equipment or additional power will be added to the Vendor Fee. Vendors must use the entire space booked and may not share additional discounted space with another Vendor. The fee must be paid in full by credit card, check, or money order by August 30, 2019. Space cannot be reserved by telephone or email. Space is not booked until payment is received.
- II. **CANCELLATION:** The Texas Hot Sauce Festival will proceed "Rain or Shine." The Vendor Fee is refundable only in the case of cancellation of the event by the event producer. Vendor understands and accepts the risks of vending at an outdoor festival. Weather conditions, attendance, and failure by vendor to acquire permits or follow the rules of this agreement are NOT grounds for refund.
- III. **SPACE AVAILABILITY:** Spaces will be assigned on a first booked basis. THSF makes every effort to avoid grouping similar Vendors together to avoid hurting sales. Any other specific requests for placement will be addressed as practicable. THSF reserves the right to move Vendor spaces if circumstances warrant, with reasonable notice to the Vendor.
- IV. **PROMOTION:** Vendors are encouraged to provide images of standard booth and wares and description for inclusion on the festival website, as well as links for Vendor's website. Vendor grants THSF rights to photograph or record booth and wares at event for promotional purposes of the festival. Vendors are encouraged to assist in promotion of the Event through emails, website, social media, etc. to help insure a high attendance. THSF will provide material for promotion. If Vendor wishes to create promotional pieces for its use, please submit to THSF for approval.

V. **SETUP REQUIREMENTS:**

- a. **Prior to setup.** Vendor must provide a Sales Tax Permit and a Health Permit and Proof of Insurance naming Texas Hot Sauce Festival, Total Business Solutions, and Turn To Productions, LLC as additional insured.
- b. **Timing:** Initial load-in of Vendors will occur Friday, 9/20/19, with Vendors working from trailers loaded in first. On the day of show, Vendors are encouraged to finish set up as early as practicable, as all Vendors must be fully set up and all vehicles removed to designated Vendor parking areas by 10:00 AM (one hour before opening.). Vendors will be provided with parking passes, as well as limited wristbands for staff admittance to the festival and 10 additional comp tickets for guests. (**NOTE:** Guest Comps are single day, GA tickets only.)
- c. **Facility:** The festival will have concrete and grass space available. Vendors must be prepared to secure their tent(s) with stakes, barrels, and/or weights against wind, and secure all merchandise. Vendor understands that this is an outdoor event, that weather is unpredictable, and is responsible for protecting their property. THSF is not responsible for any damage to Vendor merchandise or structures.
- d. **Required Material:** Vendors are required to bring any tents, tables, chairs, duct tape, staple gun &c. they may require. Area lighting and electrical power are available in the pavilion area, but Vendors MUST provide any SPECIFIC lighting they need as well as ALL extension cords, including long extension cords to reach power distribution. Power is not unlimited! Special or heavy electrical requirements are subject to additional charges. Vendors must notify the Vendor Coordinator of their power needs and may need to adjust requirements. Avoid multiple small, household extension cords.
- e. **Space Usage:** Vendors' wares and displays must be entirely contained within the designated vendor space. ALL Vendors spaces in a given line will start at the same front line.
- f. **Duration:** In the interest of the success of the event and all Vendors, Vendors must remain set up for the duration of the event. Any Vendor who tears down prior to closing will not be allowed to set up the remainder of the festival and will not be given a refund.

VI. **MERCHANDISE RESTRICTIONS:**

- a. **Event Merchandise:** Unless under a separate written licensing agreement, no Vendor may display goods or signage indicating "Official Event Merchandise," "Texas Hot Sauce Festival Merchandise," "Event T-Shirt," or any similar language. The Texas Hot Sauce Festival retains control over official event merchandise.
- b. **Objectionable Merchandise or Display:** In the interest of a successful and enjoyable event and in keeping with the image of the festival, THSF reserves the right to disallow any display of objectionable material, either merchandise, signage, or display, specifically concerned with violent displays, sexually explicit material, items with obscenities or profanity, illegal drugs and drug paraphernalia, firearms or explosives, merchandise containing racial slurs, manufacturer or copyright infringements, or other offensive or detrimental matter. Upon notification, Vendor will immediately remove any such objectionable merchandise or signage from the Event site.
- c. **Beverages:** Alcoholic, Carbonated Beverage, and Bottled Water sales are solely reserved to THSF's licensee or other designated provider. Vendors may sell certain beverages such as lemonade or other fruit drinks, tea, coffee, etc. with THSF approval. **UNDER NO CIRCUMSTANCES** may a Vendor sell, give out, or otherwise distribute alcoholic beverages of any kind.

VII. **CONDUCT:**

In the interest of a successful and enjoyable event and in keeping with the image of the festival, THSF will not allow overly loud or objectionable music to be played by Vendors, or tolerate disruptive conduct by Vendors. THSF reserves the right to have a Vendor removed from the event for violation. There will be no refund of Vendor Fee if Vendor is removed from the event due to violating this clause.

VIII. **PERMITS:**

- a. **Sales Tax:** Vendor acknowledges by signing this Agreement that Vendor has all necessary permits and licenses required to conduct their business, and that they are responsible for properly reporting Sales Tax figures. Vendor must provide current Texas Sales and Use Tax Permit number on this Agreement.
- b. **Food Permit:** : ALL Food concession vendors will be required to have a temporary food permit from the City of Houston Health Department. The Fee is included for HOT Vendors grouped under the pavilion. For HOT vendors wishing a separate booth in another area, the fee is \$151.75 for the 2 day event, according to <https://www.houstontx.gov/health/Food/forms.html>. ALL vendors with food must follow the City of Houston rules/laws. **Forms must be completed and returned to the City of Houston Health Department by August 30, 2019.** Questions can be answered by calling Christopher Sparks at 832-393-5100 or email [Christopher.sparks@houstontx.gov](mailto:Christopher.sparks@houstontx.gov) . The forms will be sent to you in your confirmation packet via email. Any potential Vendor submitting an Exhibitor Agreement after August 30, 2019 may still be able to obtain a permit. It will be up to the discretion of the promoter in combination with the City of Houston. Food Vendors will provide to THSF one week prior to event a copy of their valid Health Permit the City of Houston. The official copy must be posted at their booth during the event. Failure by the Vendor to show a valid Health Permit, or provide THSF a PRE-OPERATIONAL STATEMENT FOR PROPOSED TEMPORARY FOOD SERVICE ESTABLISHMENT at the event is grounds for removal from the event with no refund of Vendor Fee.
- c. **City of Houston Fire Marshall:** All vendors must comply with Fire Marshall of Houston requirements including NO



## Hot & Fiery 2019 Exhibitor Agreement Return Page

<p>Company Name: _____</p> <p>Contact: _____</p> <p>Address: _____</p> <p>City/State/Zip: _____</p> <p>Phone: _____ Fax: _____</p> <p>E-Mail: _____</p> <p>Url: <a href="http://www._____.com">http://www._____.com</a></p> <p>Appliances (please list all cooking/warning appliances for sampling you intend to use):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Company Description (2-3 lines):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>No. OF STAFF WRISTBANDS REQUIRED: _____</p>	<p><b>Booth Reservations:</b></p> <p># of ___ 10' x 10' Pavilion Spaces x \$550.00 ea..... = _____</p> <p># of ___ 12' x 12' Grassy Area Spaces x \$150.00 ea.....= _____</p> <p># of ___ Electrical Outlets x \$50.00 each..... = _____ (under pavilion only - 10 amp outlet's available)</p> <p style="text-align: right;">Total Enclosed _____</p> <p><b>Payment Method:</b> ___ Check / Money Order Enclosed ___ Credit Card</p> <p style="text-align: center;"><b>Booth Fee Payable and Mail to:</b> THSF 2019 P. O. Box 25111 Houston, TX 77265-2511</p> <p>Name on Card: _____</p> <p>Bill Address: _____</p> <p>City/State/Zip: _____</p> <p>Phone: _____ Fax: _____</p> <p>MasterCard ___ ..... Visa ___ ..... American Express ___</p> <p>Credit Card #: _____</p> <p>Expiration Date: _____ CVV: _____</p> <p>Signature: _____</p>
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**Release of Liability/Hold Harmless:**

Exhibitor releases sponsor from any and all injury, liability, loss or damage that may occur to property or self, while on the premises. Insurance must be placed and paid for by the Exhibitor/Vendor. The festival organizers reserve the right to ask an Exhibitor/Vendor to leave the grounds if the regulations and rules are not kept, and refunds will not be made to the Exhibitor/Vendor in this case.

Exhibitor assumes total liability due to non-compliance of City of Houston Health Department and/or City of Houston Fire Marshall laws at the Texas Hot Sauce Festival, September 21 and 22, 2019, at the Bayou City Event Centre, 9401 Knight Road, Houston, TX 77045 . Exhibitor is responsible for any actions and/or fines imposed on the Texas Hot Sauce Festival on Exhibitors behalf and agrees to pay any fines imposed for such violations.

Exhibitor, hereby agrees to indemnify and hold harmless Texas Hot Sauce Festival for any action or liability which may arise from the event.

DATE: \_\_\_\_\_, 2019

Exhibitor: \_\_\_\_\_ (company name)

Authorized by: \_\_\_\_\_ (please print full name)

Signature: \_\_\_\_\_

**For Office Use Only:**

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|-------------|-----|---|
| Check List: | ___ | Exhibitor Agreement Return Page   |
|             | ___ | Booth Fee Payment Received  |
|             | ___ | City of Houston Temporary Pre-operational Statement for Proposed Temporary Food Service Establishment |
|             | ___ | Event/Booth Diagram for Temporary Event   |