

WOLF PEN CREEK VENDING POLICIES

FEEES

- A non-refundable fee of \$50 per vendor (with an additional \$55 alcohol permit fee, if applicable) is required for any vending operation at the Wolf Pen Creek. This fee, along with the attached **Vendor Information Form and Alcohol Permit (if applicable)**, must be submitted to the Special Events Supervisor.
- In addition to the \$50 fee per vendor, 10% of gross sales (20% of alcohol sales) will be collected by the City of College Station. This percentage has been declared by City Council and it is not negotiable. The amount totaling the indicated percentage of gross sales is due one hour after the conclusion of the event unless prior arrangements have been made with the Special Events Supervisor. The Vendor must present a “Z tape” to show total gross sales.

SAFETY

- All applicable local, state, and federal laws must be followed. All required permits must be displayed in a visible location at each booth.
- All booths must be set up in a safe and secure manner. Helium tanks must be secured to a load bearing object. Cookers and grills must be roped off in a manner to ensure the safety of patrons and event staff. Fire suppression devices must be kept in a readily accessible location at each booth.

VENDOR NEEDS

- All **electrical and water** requests must be specified on the attached Vendor Information Form and approved by the Special Events Supervisor in advance.
- **Vendors are required to bring all supplies needed for operation.** This includes power cords, safety fencing, water hoses, tables, tents, etc.

VENDOR REQUIREMENTS

- All items for sale must be listed on the attached **Vendor Information Form** and approved by the Special Events Supervisor in advance.
- All vendor booths must be completely set up and stocked by the time indicated by the Special Events Supervisor. Any devices that may cause harm to the grass, irrigation system, facility structure, or any City property are prohibited.
- **Signage at each booth must look professional.** Each vendor must have a sign identifying the business name at each booth.
- All tents bigger than 10 X 20 must abide by the City of College Station’s current tent ordinance and have a proper permit. Stakes cannot be driven into the grass without specific permission from the Special Events Supervisor.
- No vehicles are permitted to park inside the facility. Vehicles are prohibited from driving on Amphitheater grass.
- Wolf Pen Creek grounds are to be left in the same condition in which they were found prior to vendor use. Each vendor is required to keep immediate areas around each booth clean. All waste produced as a result of vendor operations must be immediately transported to the dumpster by the vendor. Grease, leftover food items, and sauce must be taken off-site by the vendor for disposal.

WOLF PEN CREEK VENDOR AGREEMENT

THIS AGREEMENT for Wolf Pen Creek, the “Facility,” located at 1015 Colgate Drive, College Station, Texas, 77840, is hereby made and entered into by and between the **CITY OF COLLEGE STATION**, a Texas Home-Rule Municipal Corporation, hereinafter referred to as “**City**” and _____ hereinafter referred to as “**Vendor.**”

NOW THEREFORE, for and in consideration of the following promises and conditions, the City hereby gives Vendor the right to use and occupy the Facility for the purpose of selling goods. Vendor is to use the Facility for only the purpose expressed in this agreement and for no other purpose without the prior written consent of the City.

1. REGISTRATION: No verbal agreements for the use of the Facility will be valid. All registrations must be confirmed in writing. Payment of all appropriate fees shall be made prior to the event according to the schedule within this agreement.

2. ABUSE OF FACILITY POLICIES: The Special Events Supervisor or his/her designee reserves the right to eject and have immediately removed from Facility premises, any objectionable person or group of persons. Any person or group charged with abuse may be banned from making any further Facility reservations.

3. WEATHER: The Special Events Supervisor or his/her designee has the right to terminate an event if the ongoing weather situation could pose a hazard to the guests, performers, staff, or the Facility. **Notice – the Wolf Pen Creek Park and facilities are built in a flood plain and are subject to flooding. If flooding occurs, the Lessee is responsible for ensuring the safety of its guests, performers and equipment.**

4. VENDOR’S PROPERTY: The **City** shall assume no responsibility or liability for any property placed on or in its facilities or grounds. Further, the **City** is released and discharged from any and all liability for loss, injury, or damage to persons or property that may be sustained by the use or occupancy of the facility.

5. LAWS AND ORDINANCES: Vendor agrees to comply with all laws of the United States, State of Texas, ordinances of the City of College Station, including Police and Fire Department requirements, and all rules and regulations as may be adopted from time to time by the City Council of the City of College Station governing the use of the Facility and any Facility Policies. Vendor must obtain a valid mixed beverage permit or beer and wine license to sell alcohol at Wolf Pen Creek from the Texas Alcoholic Beverage Commission (TABC). All TABC permits, Health permits, and Vendor permits must be displayed at each point of sale. Failure to have and display all necessary permits, as required by law, shall be deemed an immediate breach of contract and vendor shall immediately cease and desist all vending activities at the Facility.

6. ANTI-DISCRIMINATION: Discrimination by the Vendor, its officers, agents, volunteers, or employees on account of age, race, color, religion, sex, physical disability or national origin in admission to the premises is prohibited.

7. FACILITY PROPERTY: No decorative or other materials shall be nailed, tacked, screwed, glued or otherwise physically attached to any part of the Facility without prior authorization from the Special Events Supervisor. Any Vendor using the Facility agrees to leave the premises in as good condition as it was prior to the usage. **Vendor agrees to assume all responsibility for any damages to the premises or facility as a result of Vendor’s use. Should the Vendor not comply, the Vendor will be invoiced by the City for any property damage, replacement, and repairs.**

8. FACILITIES: Vendor may use the areas approved by the Special Events Supervisor. The Special Events Supervisor will meet with vendor prior to the event to orient the vendor as to available electrical and water outlets, appropriate vehicle parking, and storage areas. No alterations are to be made to Wolf Pen Creek resources. Vendor must supply signage, tables, coolers, cash registers, security fencing, and personnel as appropriate to maintain a

professional vending operation. All authorized personnel associated with vendor must be in easily recognizable uniforms.

9. INDEMNIFICATION. IT IS AGREED THAT THE VENDOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS RENTAL. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE VENDOR, OR ANY THIRD PARTY.

10. RELEASE. THE VENDOR HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE VENDOR'S USE. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE VENDOR, OR ANY THIRD PARTY.

11. I acknowledge that I must pay a **\$50 non-refundable fee (an additional \$55 fee for alcohol permits)** for any vending operations at the Wolf Pen Creek, **in addition to 10% of gross sales (20% for alcohol)** of all goods sold. I agree to abide by all vending policies set forth by the City of College Station and Wolf Pen Creek. In the event I am asked to leave the facility due to non-compliance, I understand I will still be required to pay to the City the agreed upon percent of any gross sales made prior to my departure.

ACCEPTED AND AGREED:

VENDOR

CITY OF COLLEGE STATION

For: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____