

ARToiberFEST

Presented by The Grand 1894 Opera House ✨ Galveston Island, Texas

Juried Fine Art Festival on Postoffice Street in Galveston's Historic Cultural Arts District

Saturday, October 19, 2024 10 a.m. to 5 p.m.

Sunday, October 20, 2024 10a.m. to 4 p.m.

FOOD VENDOR CONTRACT

With The Grand 1894 Opera House on behalf of ARToiberFEST

(PLEASE PRINT OR TYPE)

This contract is made and entered into by and between The Grand 1894 Opera House (ARToiberFEST), in Galveston, Texas and the vendor indicated below for two days only – October 19 and 20, 2024.

Business Name _____
(Use legal name of business)

Contact Person _____

Address _____

City _____ State _____ Zip _____

Day Phone _____ Cell Phone _____

Type of Business Entity: (corporation, partnership, sole proprietorship, etc.) _____

Self-Contained Unit (Size) _____

Or Tent (size) _____

(maximum depth of unit/tent is 15 feet)

Email: _____

Participated in ARToiberFEST before: (Y) (N)

Vendor shall provide food and beverage items for purchase at the designated event as described in "Menu and Prices," in accordance with the terms and provisions of this contract. Vendor may only sell items approved by ARToiberFEST and must sell food as advertised on any banners at their booth, i.e.: if it says "Fresh Squeezed Lemonade" it must be fresh squeezed. In consideration of these mutual promises and covenant, vendor agrees to pay ARToiberFEST a vendor fee as designated in "Food Vendor Invoice" and ARToiberFEST agrees to permit vendor to utilize designated space during the event as provided in contract.

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MENU AND PRICES

All items must be listed. Attach an additional sheet if needed.

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

A menu of items being sold and prices shall be conspicuously posted.

EQUIPMENT AND ELECTRICAL

There will be no electricity on-site. You must provide your own generator, if needed.

We will have access for on-site water (within 80'), provided by one of our building owners.

Security

Security will be provided at the festival site on Friday and Saturday evenings. However, we will not be responsible for any property left on site.

Needed from Vendor

Please submit logo of your business and any images we may use for promotion.

ARToberFEST | 2020 POSTOFFICE ST. | GALVESTON, TEXAS 77550 | 800.821.1894 | WWW.THEGRAND.COM

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Saturday, October 21, 2023 10 a.m. to 6 p.m.

Sunday, October 22, 2023 10a.m. to 5 p.m.

FOOD VENDOR RULES & REGULATIONS – PLEASE READ AND **KEEP FOR YOUR RECORDS AND INFORMATION**

Booth Information

If you are a new vendor with the event/festival, you must submit a picture or description of your booth and/or trailer with the application. Vendor must maintain their booth(s) and surrounding area in a neat and professional appearance. Vendor is required to mark with bright colors any wires/ropes extending from their area. Vendor is required to have their area accessible or to make appropriate accommodations for patrons with disabilities. Any and all vendor generators must be pre-approved by the festival coordinator/staff. Any additional chairs or tables needed may be rented from ARToiberFEST for a nominal fee.

Site Position

Food vendors will be located in the Food Court Area located on 22nd street between Postoffice Street and Market street. Vendor positions are at the discretion of the festival coordinator/staff. Every attempt is made to avoid duplication of food items, if not throughout the festival grounds. Set up can begin no sooner than 7:00am on the event date. You will be notified by email of your booth location for the festival. A representative from your booth/organization must check in at the corner of Postoffice Street and 22nd Street. You may check in on Friday, October 20th at 5:00pm or Saturday, October, 21^h at 7:30am. A festival volunteer and/or staff representative will direct you to your exact location at that time and will give you any last minute instructions/materials for the festival. If you arrive later than 8:30am, we have the right to refuse your participation in the event.

Parking / Unloading & Loading

Vehicles will only be allowed to unload and load at designated areas with prior approval from the festival coordinator/staff. Food trailers must be in place no later than 8:30am Saturday so we may clear the grounds of vehicles. Please do not leave your vehicle unattended and set up as quickly as possible. Breakdown of your booth at the end of the event must not start prior to 4:00pm Sunday. No vehicles will be allowed in the festival area for loading until it is deemed appropriate by the ARToiberFEST Festival coordinator/staff. Please obey all traffic laws. Parking for the day is available (for a fee) at the corner of 21st and Market Street in the parking garage, and at additional area lots and meters. We recommend contracting for daily parking in area lots. Parking is not provided by the festival/event.

Insurance

Vendor must provide up-to-date insurance policy certificate to festival staff ***Deadline is October 7, 2024.***

Health Permit

You must complete an application with the Galveston County Health Department for a Temporary Food Establishment Permit. Visit <http://www.gchd.org/ech/electronic-forms.htm> or call (409) 938-2411 for permit information. ***Deadline for receipt of Health Permit is October 7, 2024.***

Trash & Water Access

Vendor is responsible for keeping the area around their booth clean and clear of trash. Please use trash receptacles provided, and notify festival volunteers/staff if you need trash picked up throughout the day. If water/ice is required, vendors must make prior arrangements with the festival coordinator/staff for water/ice usage and a nominal fee may be assessed. Dumpsters are available on-site. Food vendors are responsible for disposal of all dirty water, oil and food waste disposal. Please be respectful of area businesses and residents.

Event Breakdown

You are required to leave your site in the shape you found it. If there are any problems, a verbal warning will be issued and if problems continue, vendor will be charged a cleaning fee. Breakdown must be completed no later than 7:00pm.

Inclement Weather

In the event that there are any questions regarding weather conditions you may contact Festival Coordinator Sarah Piel at 409-457-9780. On the day of the event you may also contact The Grand's Box Office beginning at 9am at 409-765-1894 or 800-821-1894. Every attempt will be made to contact vendors at phone numbers listed on applications if event will be cancelled or adjusted due to weather. There is no "rain date."

Prohibited Items

- Dirty or unkempt booth or employees including any health department violations.
- Language or behavior that is not appropriate for the family-oriented event.
- Other violation of the Rules and Regulations provided.
- Unapproved food items will not be permitted.
- Improper or hazardous disposal of cooking materials.

ARToberFEST reserves the right to direct vendor to remove any item for sale or distribution that may be harmful to guests.

Non-Assignment

Vendor shall not assign its rights and duties under this contract without the prior written consent of The Grand 1894 Opera House / ARToberFEST.

Compliance With Laws

Vendor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of its work. Vendor represents that it possesses all necessary license and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this contract prior to the initiation of work. Vendor shall at all times observe all safety measures necessary.

Termination with Cause

In the event that Vendor shall for any reason or through any cause be in default of the terms of this contract, The Grand 1894 Opera House / ARToberFEST may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth above. Vendor shall have ten days from the date such notice is mailed to cure the default. Upon Vendor's failure to cure the default, The Grand / ARToberFEST may immediately cancel and terminate this contract as of the mailing date of the default notice.

Modification

There may be no modification of this contract, except in writing, executed by the authorized representatives of The Grand 1894 Opera House / ARToberFEST coordinator/staff and Vendor.

For additional information, or any questions regarding food vendors/booths, please contact:

Sarah Piel
ARToberFEST Festival coordinator
409-770-5066 or 409-457-9780 spiel@thegrand.com

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FOOD VENDOR CONTRACT

I certify that the information I provide is true and correct and understand the rules and general information provided in this contract.

Further, I certify that representatives of my organization will abide by said rules and regulations.

My representatives and I agree to hold harmless 1894, Inc. dba The Grand 1894 Opera House / ARToiberFEST, its directors, agents, employees and volunteers from any and all liability from injury, property damage or loss, which may arise in connection with my participation. **I will provide an up-to-date insurance policy certificate to festival staff and name 1894, Inc. The Grand 1894 Opera House as additional insured on or before than October 7, 2023.**

I understand that there is no vendor fee for this event.

I understand that I am responsible for properly parking my vehicle(s) and any trailer unit during the event and responsible for any parking fees that I may incur.

I understand that I must abide by the rules set forth regarding water usage and policing of trash for my vendor area and that if I do not, a fine may be addressed.

I understand that failure to adhere to these rules and regulations will result in the termination of my participation in future events.

As evidence of their agreement to the terms and conditions set forth herein, the parties affix their authorized signatures below.

Please complete and sign this contract and return to:

ARToiberFEST

Attn: Sarah Piel, Festival Coordinator
2020 Postoffice Street
Galveston, TX 77550

Upon approval of vendor status, a signed copy of form will be returned to you.

Signature of Vendor's Representative

Print Name

Date

Signature of Grand ARToiberFEST/Staff Representative