

Hill Country ComiCon *Empowering Our Kids To Be Super!*

Food Truck Smack-Down Application March 16-17, 2019 New Braunfels Civic Center

How to Register: Return completed form for Vendor Space By E-Mail: www.HillCountryCC.com

1. Food Truck Vending-Space Options: Weekend Rate: \$300.00

Contributing (Optional): \$150.00

Contributing Fees Yes or NO: _____

2. Directory Listing Info:

A. Food Truck Name and Phone Number _____

B. Primary Contact Name, Title, Phone Number, Email Address _____

3. Products & Services **Please attach a picture of your display with products AND Menu with all items and pricing for event; all items to be sold must be on this list. Please be advised alcohol is not permitted at this event. We are asking for a minimum of one item to reflect a comic/pop-culture item name for the event AND 6 vouchers per day for staff meals-no drinks. Please be aware, attendees will have the option to vote for best food truck at the event and participation in the event is participation on the voting ballot. For the optional \$150.00 additional contributing fee, we must have food truck name, menu, and logo to promote as a *sponsoring* vendor for the Food Truck Smack-Down. **Please note that sponsorship outside of food truck contributing sponsorship begins at \$500**

4. Permits/Insurance: Per New Braunfels municipal code, all food vendors are responsible to have necessary licensing, permits, and insurance to vend in New Braunfels and for the event itself in order to participate. This includes all municipal mandates for generators (for electricity), insurance, and Fire Extinguisher requirements as detailed by city ordinances. Failure to comply may result in municipal ejection or penalties with no refunds to the event; HCC is not responsible for vendor requirements and permits and is not responsible for any sanctions resulting in non-compliance. *Special accommodations must be made in advance for generator usage if food truck does not already have one, generators are not automatically supplied*

For Office Use Only:

Amount paid: _____ cash check/mo# _____

Rec'd by: _____ Date: _____ Notes: _____

COMPLETING THIS APPLICATION IS NOT A GUARANTEE OF SPACE. Please keep a FULL copy of your application.

of Trucks - \$ _____ X _____ = _____

Contributing \$ - Yes or No _____

Grand Total: \$ _____

Placement of your Food Truck is at HCC's sole and absolute discretion and at Discretion of City Ordinances for public safety. I have read and understand the general terms and conditions and understand that this application is not a guarantee of space.

5. Authorized Signature (read, sign and print name):

By signing below, I hereby acknowledge that I have read, understand, and agree to be bound by Terms and Conditions and Rules and Regulations for Vendors. I further acknowledge that failure to abide by the HCC Rules may result in the loss of my Vendor Privileges without recourse or refund. By signing below you agree to allow HCC or its agents and representatives to contact you by phone, fax and/or email with information and special offers regarding HCC and its shows, services and products. COMPLETING AND SUBMITTING THIS APPLICATION IS NOT A GUARANTEE OF SPACE OR PLACEMENT. NEITHER ACCEPTANCE OF THIS APPLICATION NOR ACCEPTANCE OR NEGOTIATION OF PAYMENTS OR DEPOSITS BY HCC SHALL BE CONSTRUED AS PAYMENT-ONLY UPON PAYMENT AND SIGNED AGREEMENT WILL THIS CONTRACT BE BINDING.

Print Name _____

Signature _____

HCC Authorized Signature Title/Date _____

Please keep a FULL copy of your application **Any unauthorized amendments to this contract are null and void

GENERAL TERMS AND CONDITIONS

1. GENERAL RELEASE Vendor expressly assumes all risks associated with, resulting from or arising in connection with Vendor's participation or presence at the Event. Vendor is responsible for obtaining licensing, permits, electricity, and necessary insurance for event. Failure to comply will result in event ejection with no refunds, and subject to municipal subjugations.

2. Vendor Qualifications HCC, in its sole discretion, reserves the right to determine whether a prospective vendor is eligible to participate in the Event. HCC reserves the right to restrict or remove any Vendor which HCC, in its sole discretion, believes is objectionable, inappropriate, or unlawful. Vendors must register and be listed by legal business name; vendors have no authority to lease/sublease spaces therefore subleases are not allowed-unregistered businesses will be removed from the Event. Vendor will also assume space costs upon non-compliance ejection and is required to adhere to municipal regulations, permits, licensing to participate with no refund if ejected for non-compliance. Additionally, Vendors are encouraged to (anonymously) report unlawful violations and will remain an anonymous source upon reporting said violations to an HCC official or municipal officer for investigation. Food Truck agrees to be listed as a featured Food Truck for Event in advance; contributing sponsors or attendees will be promoted as such. All food vendors may sell any Non-Alcoholic beverages. All drinks and pricing must be included on menu submitted with application.

3. **Space Assignments** Vendor space shall be assigned by HCC at its sole discretion for the Event for Event Dates only. Any such assignments do not imply that similar space(s) will be assigned for future events held by Organizer. HCC reserves the right to change floor plans or to move a Vendor to another location prior to or during the Event if HCC in its sole discretion determines that to do so is in the best interest of the Event to include but not limited to other public safety measures such as Fire Marshall requests. Vendor must maintain consistent business name labels visible for attendees throughout the Event and is responsible to attending event hours; refunds will not be given for missed or late attendance.

4. **Cancellations** HCC may terminate this contract immediately (and Vendor's participation in the Event) without further notice and without obligation to refund monies previously paid upon failure to make full payment required by this contract. Additionally, Returned checks and/or insufficient funds will incur a \$25.00 processing fee. HCC is exclusively authorized (but has no obligation, expressed or implied) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Vendor from any liability hereunder. HCC may also terminate this contract effective upon verbal or written notice of termination by an authorized HCC Representative if Vendor breaches any of its obligations under the contract without any obligations, expressed or implied, on HCC's part which HCC considers to be objectionable or inappropriate with no refund due to Vendor. If HCC removes or restricts any vendor, Vendor will also assume costs associated with space upon non-compliance ejection to include but not limited to municipal penalties. Refunds for Vendor Cancellation will be given for space rental ONLY in the event of a state declared emergency or state declaration of natural disaster; this does not apply to inclement weather.

5. **Listings and Promotional Materials** By Vendors' participation in Event, Vendor expressly grants to HCC a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Vendor in any directory (print, electronic or otherwise). Contributing Food Truck Sponsors explicitly authorize use of images for promotional use.

16. **Observance of Laws** Vendor shall abide by and observe all federal, state and municipal laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibiting Facility.

6. **Character of Displays:** Common Areas Distribution of samples and printed matter of any kind, and any promotional material is restricted to the Vendor booth; please be respectful of another vendors' paid space. All vendor spaces shall display products or services in a tasteful manner as determined in HCC's sole discretion. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Vendor only from within his or her booth. Strolling entertainment or moving advertisements outside of a Vendors' display space is prohibited.

7. **Sound Advertisements** The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Vendors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones. HCC reserves the right to determine sound interference with others and Vendor shall comply with any request by HCC to discontinue any such sound or music. Vendor is responsible for permissions to include copyrighted material, to include music as stated herein.

Food Truck Application

All Vendors Initial Here (required)

X _____