

Taste of Soul Houston Food & Music Festival

Exhibitor Agreement

Company Name _____

Tax ID: _____ Phone (____) _____ Fax (____) _____

Booth Name _____ Email _____

Address _____

City _____ State _____ Zip Code _____

Business Structure Sole Proprietor Partnership LLC S Corp Other _____

Minority owned? Yes No

Woman owned? Yes No

***\$125.00 Deposit required with application to reserve booth.**

Display	Staff	Promo Only	Drink Vendor	Total
Tent - Food – Pit 10x10	5/	\$525.00	\$700.00	
20x10		\$575.00		

2020 TASTE OF SOUL FOOD & MUSIC FESTIVAL

Credit Card Authorization Form

\$5.00 Credit Card processing fee

I _____ do hereby authorize Conglomerate Entertainment Group LLC. to process my payment for services rendered at the Houston Urban Music Festival via credit card on the following date:

Name on Credit Card _____

Type of Credit Card: M/C Visa Discover AMEX

Credit Card Number: _____ 3 Digit Security Code: _____ Expiration Date: _____
(This is located on the back of the card after the cc number)

Amount Charged: \$ _____

I further agree to pay the above total amount, according to card issuer agreement and understand that all exhibitor space purchases are final and non-refundable. In addition, I am aware that any balance owed to CEG will automatically be charged 6 weeks prior to event date. Signature Authorization:

X_____

Today's Date: _____ / _____ / 20_____

Telephone Number: _____ Cell _____

Address City State Zip

Approval Number: _____

Declined Comments _____

(All Sales are Final)

Payments can be mailed to:

Conglomerate Entertainment Group

11152 Westheimer Rd, Suite 508, Houston TX 77042

TOSH Exhibitor Guidelines

Location: Midtown Park 2811 Travis St Houston TX 77006

Booth Set-up: Saturday, May 22nd from 5 am to 9 am (Park) must be cleared at 12 pm on Monday 25th exhibitors must be completely set-up no later than 1 hour prior to show opening on Saturday, and all aisles must be cleared. There will be absolutely no setting-up after the show starts each day.

Exhibit Dates & Times: Saturday, May 22nd- May 23rd 11 am - 11 pm; Tear-down: Sunday May 25th from close of show until 12 midnight. **Booth Dimensions:** 10' x 10' for a single space with aluminum columns, aisle poles and draperies. The back wall is 8' high with a 36" side partition.

Booth Package: (5) Vendor Badges or wristbands

Credentials: Upon check-in (at the front stage area), each vendor will receive: Vendor badges or wristbands Vendors can purchase additional badges during check-in if necessary.

Vendor badges may not be picked-up prior to the date of check-in for the Expo.

Vendor Booth Payment Guidelines:

First Time Vendors: All booth payments must be received in full 30 days prior to the HUMF, or a \$100 late charge will be assessed. This policy also applies to vendors who make deposits prior to 30 days prior to the HUMF. Payments for booth space will be determined by the booth fee on the date when the final payment is made.

Acceptable forms of payment include cashiers, checks, money orders, personal checks, VISA, MasterCard, or. **Absolutely no personal checks will be accepted 30 days prior to the TOSH.**

All Sales are Final

Terms and Conditions

The terms and conditions outlined herein have been established for the mutual benefit and protection of all Exhibitors, Visitors, and TOSH Organizers and may not be modified unless by writing signed by both parties. By the purchase of an exhibitor booth space, Exhibitor agrees to these terms and conditions as an integral part of this binding contract. Please read carefully to avoid any misunderstandings

1. TOSH Booking: To reserve a space at the TOSH Food & Music Festival, a signed agreement and 100% of the booth fee is required for deposit. Upon receipt of the agreement and deposit, your agreement will be reviewed. Upon approval, your deposit will hold your space until balance is due. We must receive the balance of your fee no later than six weeks prior to the show opening date or reservation and deposit may be forfeited.

2. Payments: Cash, checks, cashier's check, money orders, MasterCard, Visa, and Discover are acceptable forms of payment. Any balance due will be automatically charged to your credit card account 30 days before show opening date. If deposit is paid by check, the outstanding balance must be paid 6 weeks before the show opening date. Any deposits and space may be forfeited, at TBE's discretion, if the full balance has not been received by the due date. All costs for collections, including reasonable attorney's fees, accrued interest, returned check and/or credit card charge back fee of \$35, and any other fees due CEG shall be responsibility of exhibitor. If no written notification is received 30 days prior to the event, exhibitor will be held financially responsible for exhibitor space. Payments received are non-refundable and non-transferable, except as provided in paragraph 8 of this agreement.

3. Exhibit Space: Distribution of exhibitor space will be assigned, and priority given upon receipt of payment and agreement. All booth space assignments are at the sole discretion of CEG, however CEG will consider all requests of paid exhibitors. Sharing of exhibit space or use of display by unauthorized or third parties is strictly prohibited. All exhibits must remain assembled and staffed throughout exhibit hours until the official closing time. If an exhibitor fails to occupy space contracted for or should exhibitor's display or materials fail to arrive, exhibitor shall not be relieved of the obligation of paying full rental charge for space. If not occupied by the time set for completion of the installation of the displays, such space may be reallocated or reassigned.

4. Licenses, Insurance, permits: Exhibitors are fully responsible for obtaining all licenses, insurance or permits required and adhering to all applicable laws, ordinances, and statues. Permits include, but are not limited to, a sales tax permit, as well as health permits for any vendor selling, displaying or sampling food.

5. Limitation on Liability: Exhibitor expressly releases CEG from any liability and waives a) any and all demands, claims, and causes of action in law or in equity, related to any defect, deficiency, failure or impairment of utilities or other facilities, including water, heating, electricity, ventilation, refrigeration, or other mechanical systems failure; b) the conduct, negligence or claims of any exhibitor or attendee; and c) any fire, flood, strike, terrorist attack, weather or other, force majeure beyond control of TBE.

6. No Guarantee of Results: CEG does not warrant or guarantee any particular results of the TOSH, nor does it guarantee a particular number of attendees or exhibitors.

7. Indemnification: Exhibitors display and exhibit property at their own risk. CEG does not assume any responsibility for loss or damage to Exhibitors property. CEG will not be held accountable for the death or injury of any person attending an event, or for any damages suffered by Exhibitor or its officers, agents, employees, or invitees as a result of any cause whatsoever. Exhibitor shall indemnify and hold CEG, its parent, subsidiaries, affiliates, sponsors, and their respective officers, directors, agents and employees harmless from any suit or claim arising out of any action or failure to act by the Exhibitor. Exhibitor shall be liable for any and all damages caused by Exhibitor to the event building's grounds, landscaping, floors, walls, columns, or any other part of the building, or to the chattels and fixtures of the building or any other Exhibitor or person or entity having property at the events building's premises. Exhibitors are advised to obtain insurance coverage for this risk.

8. Cancellation: CEG reserves the right to cancel this event at any time prior to the date of the event with refund of all amounts paid by participants to CEG in connection with this Agreement. Otherwise all payments are non-refundable.

9. Product/Service Exclusivity: Product/Service exclusivity is not guaranteed through this reservation, and this also includes brand and franchise exclusivity.

10. Miscellaneous: Exhibitors may not pin or tape anything to back drape; Loud or offensive exhibits, subject to CEG's discretion, are not permitted; Blocking aisles, soliciting customers in the aisles or handing materials out in the aisles is prohibited. Displays must be contained within exhibitor's booth space. If displays extend beyond the confines of the booth and either block or obstruct an adjoining booth on either side, exhibitor may be asked to alter display. Determination may be made at CEG's discretion. Exhibitors may not obstruct the view of immediate neighbors via draping, the construction of a wall, high shelving, or any other type of imposing structure. Exhibitors may not have any structure in the booth with a roof, such as a tent, canopy or other covered structure (for fire safety purposes). Absolutely no helium balloons will be allowed in the facility. Exhibitors must also comply with all requirements of venue provider.

11. CEG Authority: CEG reserves the right, upon reasonable notice to the Exhibitor, to substitute alternate dates and/or facilities other than those originally planned for a particular event. Exhibitor also hereby grants CEG permission to use Exhibitors' name and/or logos for promotional purposes in connection with the Expo and/or other events produced by CEG. This permission shall extend to photographs of the Exhibitor's Booth.

12. Complete Agreement: This agreement represents the entire agreement between the parties and supersedes all communications, understandings, or agreements, if any expressed or implied, whether written or verbal. CEG has made and makes no representation of any kind except those specifically set forth herein. In the event of any dispute to the terms of this Contract, the parties agree to consult with a professional mediator agreed upon by all parties prior to seeking legal action. The prevailing party shall be entitled to rec over costs and attorney fees. This contract shall be interpreted and construed pursuant to the laws of the State of Texas. Amendments to this agreement must be in writing and signed by both parties.

What's on the menu:

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

Type: food _____ merchant _____

Signature

Date

Conglomerate Officer

Date