

Hey! Day Rules and Regulations

1. Hey! Day is an event held regardless of weather conditions.
2. Vendors are accepted on a first-come, first-served basis.
3. Vendors are to remain in their booths during event hours, unless otherwise noted.
4. Tables and chairs will not be provided unless rented from LHS. Vendors shall drape and cover all tables and counters.
5. Vendors manning a booth must be over the age of 18 or accompanied by an adult.
6. It is the responsibility of the vendor to collect and report sales tax from the event in the name of the taxing authority of the City of Lewisville. Vendors are required to have a Texas State Sales and Use Tax Permit cleanly showing their Tax ID number posted in the booth at all times.
7. Vendors are responsible for the clean-up of trash inside and around their booth. Trash receptacles will be located throughout the area.
8. Deadline for vendor forms is August 9, 2019.
9. All participating vendors shall strictly adhere to hours of operation for setup and break down. Event Management reserves the right to change dates, hours or location. Booth placement is at the sole discretion of Event Management.
10. Vendor shall conform to all statutes, ordinances, rules, orders, regulations, and directions issued by any authorized authority of the federal, state or city government, including but not limited to rules and regulations issued by the facility housing the event.
11. Event Management reserves the right to stop or remove from the event any vendor or vendor representative, performing any act or practice, which in the opinion of Event Management is objectionable or detracts from the purpose of the event.
12. Event Management reserves the right to decline a vendor's application if they deem their product or service not suitable for the event or if there are numerous vendors previously confirmed to sell that same product or service.
13. Property brought onto the premises by any vendor is at the vendor's sole risk and shall be removed from the premises during the designated break down time. Event Management shall have the right to remove from the premises any remaining effects left after designated break down time at vendor's cost, if applicable.
14. Vendor retains liability and assumes all risks of loss and/or damages on site or in connection with transportation, display, storage, and sale of merchandise at Hey! Day.
15. Painting and/or mixing of chemicals or possession of explosive materials is not allowed at any time.
16. The displaying and/or carrying of firearms are strictly prohibited except for uniformed officers of the local police department.
17. Setup begins at 5:00 p.m. and breakdown is before the pep rally starts (approximately 8:30 p.m.).
18. Vendors must have all items removed from the premises by 9:30 p.m. the day of the event.

If vendor will have a booth that has some form of risk involved (like a rock climbing wall, etc.), that vendor shall maintain limits no less than: 1. Commercial General Liability naming the Lewisville ISD as an additional insured: \$500,000 limit per occurrence for bodily injury, personal injury and property damage; \$1,000,000 Aggregate; 2. Insurance must indemnify and name Lewisville ISD, its officers, agents, employees, and volunteers, as additional insured.

I hereby release, waive, discharge, covenant not to sue and agree to hold harmless for any and all purposes Lewisville ISD (LISD), it's officers, employees, successors, assigns, sponsors, and volunteers (collectively "LISD") from any and all liabilities, claims, demands, personal injury including death, or property damage that may be sustained by me while participating in the Hey! Day event, including injuries or damages sustained as a result of LISD negligence.

The Parties agree that if legal action is brought under this contract, exclusive venue shall lie in the Courts of Denton County, Texas and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

I have read the general information regarding the 2019 Farmer Hey! Day event. By signing this agreement, I have agreed to the conditions and terms of this contract. It is understood and agreed by applicant that this entire document constitutes a contract between Vendor and the Hey! Day event only when Event Management confirms this contract. Confirmations may be mailed, faxed, or emailed. Verbal agreements or promises not specifically stated and confirmed in writing as part of this contract shall not be binding.

Business Name _____

Signature _____

Date _____