



As a condition to being approved as an Exhibitor, Exhibitor acknowledges that he/she has voluntarily applied for one or more vendor's booth(s) and that in consideration of the privileges associated therewith, Exhibitor expressly agrees to PROTECT, INDEMNIFY, and HOLD HARMLESS, the City of Hutto, the Hutto Area Chamber of Commerce, any individual or committee associated with the Hutto Olde Tyme Days and their officers, directors, committee members, volunteers, agents, employees, and contractors from and against any and all suits, actions, claims, losses, liability, or damage of any character, and from and against any and all costs and expenses, including attorney fees incidental to the defense of such suits, actions, claims, losses, damage or liability on account of personal injury, death or otherwise to any person or damage to any property, arising from any act or omission connected in any way with the use of the exhibit space, the premises or any of the facilities or equipment located thereon, caused by any person, regardless of whether or not such damage or injuries are caused, in whole or in part, by someone other than the Exhibitor, and whether or not the damage or injury is the result of negligence.

EXHIBITOR AGREES THAT THIS INDEMNIFICATION AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF TEXAS, AND THAT IF ANY PORTION IS HELD INVALID, THEN IT IS AGREED THAT THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.

This Indemnification Agreement contains the entire agreement of the parties and may not be modified without the express written consent of the Hutto Area Chamber of Commerce acting by and through its duly elected Board of Directors.

This Indemnification Agreement shall be interpreted according to the laws of the State of Texas and is performable for all purposes in Williamson County, Texas.

Signature: _____ Date: _____

Visit www.hutto.org for more information.

122 East Street
Phone: 512-759-4400

PO Box 99
www.huttochamber.com

Hutto, TX 78634
www.hutto.org



Application Agreement

Booths MUST be open on both Friday and Saturday, and may optionally stay open through the end of the performances on Friday and/or Saturday night (around midnight).

Registration – Non-Food Vendors: The registration fee for non-food vendors is \$150 per 10x10 space or \$300 per 10x20 space (*limited availability*). Please note, this is an “open space” only and you are responsible for your own canopy, tables, chairs, etc. There will be no price limit on items sold, and no commission will be taken. Two (2) photographs and payment must accompany all registration forms to Hutto Area Chamber of Commerce. Your registration fee will be returned if you are not accepted as a vendor.

Registration – Food Vendors: The registration fee for food vendors is \$200 per 10x10 space or \$400 per 10x20 space. Water is available for \$25 (*limited availability*). Food vendors must also provide a separate \$50.00 deposit. The deposit will be returned to you after the festival, **provided that your assigned space is clean and free of trash upon tear down**. The Hutto Area Chamber of Commerce reserves the right to limit what menu items may be made available at any food booth. Certified fire extinguishers are required and must be operational and have an inspection tag attached. Small, approved generators will be allowed. A booth is considered a “food vendor booth” if a temporary food establishment permit is required by the Williamson County and Cities Health District (i.e. the food is handled outside the packaging in ANY WAY by the vendor, including on-site preparation and sampling). Prepackaged foods not requiring time and temperature control for safety *and* produced in a legally permitted facility *and* sold in original packaging do not require permitting. A permit will be required if samples are to be served to the public, unless the samples are prepackaged at a permitted, inspected facility. Food Vendors MUST have the proper certification from the Williamson County Health Department. Visit their website at <http://www.wcchd.org/Services/Food/FoodService.htm>.

Requirements: www.wcchd.org/services/food_and_restaurant/docs/TFE_Requirements_JMorgan.pdf

Application: www.wcchd.org/services/food_and_restaurant/docs/TFE_Form_Application2014_JMorgan.pdf

Registration – Information Booth: Information Booths will be available for businesses that wish to distribute marketing materials during the festival hours. The registration fee for an information booth is \$150 per 10x10 space and includes both days. Please note, this is an “open space” only and you are responsible for your own canopy, tables, chairs, etc. All registration forms must be accompanied by payment to Hutto Area Chamber of Commerce. Your registration fee will be returned if your application is not accepted.

Registration – 501(c)3 Non-Profit Booth: Booths for Non-Profit Organizations will be available for organizations that wish to distribute materials during the festival. The registration fee for an information booth is \$125 per 10x10 space. Please note, this is an “open space” only and you are responsible for your own canopy, tables, chairs, etc. All registration forms must be accompanied by payment to Hutto Area Chamber of Commerce. Your registration fee will be returned if your application is not accepted.

Member Discount: Chamber members in good standing may deduct \$25 from their booth registration fee.

Space assignment: Priority will be given according to when an application is received, availability of requested space and the special needs and compatibility of exhibitors. For safety precautions and in the event of conditions beyond its control, the Hutto Area Chamber of Commerce reserves the right to rearrange the floor plan and relocate any exhibit. 10x10 or 10x20 open spaces are provided. You provide your own canopy, tables, chairs, etc.

Payment: Payment in full for exhibit space is due and payable when the application is executed and forwarded to the Hutto Area Chamber of Commerce. Exhibitors may not occupy assigned spaces until all fees are paid in full. A credit card authorization form is provided with the application. If paying by check, please make check payable to the Hutto Area Chamber of Commerce and mail together with the completed application to P.O. Box 99, Hutto, TX 78634.

Refunds & Cancellations: **No refund will be made for cancellation or adverse weather conditions.**

Subletting of Space: Exhibitors will not assign or sublet any space allocated to them. Exhibitors may not advertise or display goods other than as indicated in this application. The space assigned to the exhibitor is for the exhibitor’s exclusive use.

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No Flammable Materials: Combustible tents or decorations such as crepe paper, tissue paper, cardboard, and corrugated paper will not be allowed. ABSOLUTELY NO Silly String or Poppers will be allowed. ALL BOOTHS ARE SUBJECT TO INSPECTION BY THE FIRE DEPARTMENT.

Pets: Absolutely no pets allowed with the exception of Assistance Animals. If pets are found at vendor booth areas, the exhibitor will be asked to leave immediately.

Booth Attendants: Each exhibitor must keep an attendant at the display during open hours of the festival. All attendants must be legitimate employees or representatives of the exhibitor. The exhibitor will keep the occupied space in good order. Items may not be placed in the aisles or walkways during open hours of the festival.

Canvassing by non-exhibitors: Booth space is limited to individuals, business firms, manufacturers, professional organizations and dealers who have contracted and paid for their space assignments. No other persons or concerns will be permitted to demonstrate their products, solicit orders or distribute advertising materials in the festival facilities.

Political Materials: No political materials may be distributed outside your booth.

Taxes: Each Exhibitor must comply with all State and local tax regulations.

Refreshments: Exhibitors are not permitted to sell or give away ANY soda, beer or water. **ONLY drinks allowed are homemade tea/lemonade pending an additional \$50 fee.**

Liability: The exhibitor agrees to defend, indemnify and hold harmless the Hutto Olde Tyme Days, its Committee, the Hutto Area Chamber of Commerce, The City of Hutto, and their officers, agents, employees and volunteers from all actions, suits, claims damages, losses and expenses including interest and attorney fees in connection with any personal injuries or property damages arising out of or in any way connected with the use of the exhibit space in Hutto, its premises or any of the facilities or equipment located thereon, regardless of whether such damage or injuries are caused in part by someone other than the exhibitor. The indemnification agreement can be found on page two of this document, and must be signed and returned with the booth application. Participation in this event is contingent upon agreement of these terms, and agreement will be assumed, whether this document is returned or not.

Vendor Information: Prior to the festival, you will receive a packet containing information and instructions for arrival, set-up, and tear down of your booth. **There will be an additional \$50 charge for ANY vendor that has broken down before the Festival is over, or unless that vendor has been told otherwise by the Event Chair. That vendor will also NOT be allowed to return to the next Festival unless told so by the Event Chair.**

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