



PTO

Memorial Annual Fall Festival & Market

*\$40 for 10' x 10' space on lawn.

*Early bird discount – Sign up and pay by 9/30 - \$30 for 10' x 10' space

*Memorial family-owned businesses receive 10% off

Days and Times:

Saturday, November 5, 2022, rain or shine. 11 am – 3 pm

Please submit application for space by email to events@memorialpto.com. Upon approval, invoice will be sent to the email address listed payable by credit card.

Proof of Licensing. Along with submitting your application, Vendors must provide a copy of their business license (or copy of LLC documentation or DBA), along with any other applicable licenses, permits, and other items required by the City of Houston or the Harris County Health Department (if selling prepared food). Please contact the Health Department directly to inquire about what permits you will need to sell at this market.

Proof of Insurance. Vendor must provide proof of commercial general liability insurance in an amount not less than \$1,000,000 before their first day at the Market. Alternatively, vendor may supply event insurance. Memorial Elementary PTO should be named as additional insured on Vendor's general liability insurance policy and, upon request, vendor shall provide this documentation. If you are a Memorial PTO member and have questions about insurance, please email us at events@memorialpto.com.

Location: The southwest corner of Memorial Elementary School's yard, bordering Haskell and Byway Street.

Set-up: This is an outdoor market in the Open Air. Vendors are responsible to furnish their entire set-up including any tents, table(s), and/or signage. No electricity nor wifi will be available. All vendors need to have their own reliable source of payment processing to conduct sales at this market. All businesses are responsible for the collection of applicable sales tax and payment thereof to all agencies. All businesses are expected to set up and break down all their own equipment and we ask that you leave your space as clean as when you arrived.

Memorial Elementary PTO – a 501-(c)3 org | 6401 Arnot Street | Houston, TX 77007
www.MemorialPTO.com

Application for Memorial Fall Market Space

Name of Business: _____

Contact Name: _____

Address: _____

City, State, Zip: _____ Email: _____

Phone: _____

List all products to be sold (this is a family-friendly community event and inappropriate goods will be declined): _____

I attest that the above information is a true representation of my products. The products sold need to be pre-approved by Memorial Elementary PTO.

The space I need are:

Standard 10' x 10' _____ x \$40 each (**\$30 early bird discount, pay before 9/30 and receive \$10 off**)

The vendor is responsible for providing its own supplies, necessary licenses, and an adequate number of workers. It shall also pay Memorial Elementary PTO a booth fee as requested above. All booth spaces are based on availability.

Memorial Elementary PTO or the administration team of Memorial Elementary may stop the sale of any products that in its sole judgment are deemed unsafe, a nuisance, or offensive to attendees. Vendors are responsible for all health department permits and for following all health department rules pertaining to the sale of food. The Vendor is also responsible for payment of any applicable sales or use taxes.

Booth fees and other expenses sustained by the vendor are not reimbursed by Memorial Elementary PTO for any reason, including, but not limited to, inclement weather or lack of sales. The Memorial Fall Festival & Market is a rain or shine market and will not be cancelled due to weather.

Vendor agrees to indemnify and hold harmless Memorial Elementary PTO, Memorial Elementary, Houston I.S.D., the City of Houston, and their employees, agents, directors, officers and volunteers from any and all claims, actions, costs, damages, expenses of litigation, and attorney fees arising from the actions of Vendor, or its employees, agents, or volunteers related to Vendor's activities under this agreement.

This agreement may not be assigned. This Agreement can only be amended by a written document executed by both parties. This Agreement and the written approvals contemplated by it are the entire understanding of the parties. This Agreement shall be constructed under the laws of the State of Texas.

I have read and understand the agreement as presented

Date: _____

Vendor Signature: _____

Signed by (Print Name): _____

I hereby approve of this Agreement.

Date: _____

Memorial PTO: _____

Signed by (Print Name): _____