

Retta Expo 13201 Rendon Road Burleson, TX 76028

Vendor Application

Vendor Name: _____

Mailing Address: _____

Cell Phone Number: _____ Email Address: _____

Returning Vendor _____ New Vendor _____

Booth Size: 10ft by 10ft \$40.00 _____ 8ft by 5ft \$25.00 _____

Paid for Booth: _____ Check Online, Credit Card _____ Cash _____

For Booth Information: Contact Julie Meeks at 817-739-3303 or julie@retta.org

Booths will be assigned based on application date and Payment in full of the vendor.

Products you will be selling:

Physical address where products are grown: (For produce vendors only)

We will be watching the COVID19 Rules and procedures as required by law or suggested by local authorities. If masks are required by law, then we will require them as well. Hand sanitizer will be available at all entrances. Let's work together to keep everyone healthy and safe.

Rules of Operation 2020

Vendor Applications:

1. All persons wanting to sell at Retta Expo (RE), Burleson, must agree to the terms of these rules and show their agreement by signing the application and submitting other required forms, if applicable.
2. Vendors must submit the application and other required forms if applicable to be able to participate in the Retta Expo.

Application Fees:

1. All vendors at RE must submit payment for booths with the vendor application.
2. RE is a ministry of Retta Baptist Church and is a non-profit. All proceeds go to Retta Women's Ministry.

Eligibility and Admission of Vendors:

1. All persons or their designated representatives who grow or produce food, agriculture, or crafts, which have met the guidelines established in the RE are eligible to sell at the market. It is the intention of RE to promote locally produced goods. Exceptions may be made based on product availability and at the discretion of the Retta Expo Director.
2. All farm/food products must be labeled as to their origin.
3. All vendors shall comply with the Texas Environmental Health Department Regulations.
4. Vendors must fall into one of the following categories:
 - a. Farmer: Vendors who grow food products, including vegetables, mushrooms, fruit, nuts, seeds, or grains, and horticultural products.
 - b. Food Specialty: Vendors must produce food products, including baked goods, candies, jams, jellies, spices, condiments, cheeses, eggs, mild, honey, meats, fish, and pasta.
 - c. Crafts: Arts and crafts vendors who handcraft all items sold.
5. Vendors must know their sources. Vendors should know their sources and the product growing and manufacturing conditions. Exceptions to this rule must be proposed to RE director.
6. Arts and crafts may be sold subject to review and approval. All items sold should relate to the mission of the Retta Expo.
7. Vendors shall, if applicable, provide a Sales Tax Certificate to the Retta Expo Director. It is the vendor's responsibility to comply with the State Comptroller's requirements.

Liability:

1. It is recommended that all Farmer/Food vendors provide proof of liability insurance.
2. All vendors shall sign acknowledgement and indemnity statement on application.
3. Vendors of temperature controlled, potentially hazardous food product must be approved and permitted by the State of Texas Environmental Health Department.
4. Vendors of food items produced in their homes must follow the rules outlined in the Texas Cottage Food Legislation. Food must be labeled according to the provisions of the law.
5. All prepare food vendors must submit a copy of their food handler's card to the market manager prior to selling at the market.
6. All sampling must follow safe food handling procedures.

Vendor Stall Fees:

Fees are payable at the time of application. Participation in The Retta Expo is not guaranteed until payment is made.

Fee for 10 x 10 booth is \$40.

Fee for 8 x 5 booth is \$25.

Vendor Assignment:

Designation and allocation of selling booths are the responsibility and at the discretion of The Retta Expo Director. Spaces shall be rented as the applications are received and approved, until The Retta Expo is at capacity. No trading of spaces is allowed without the written approval of The Retta Expo Director.

Market Operations:

Retta Expo, a ministry of Retta Baptist Church in Burleson, Texas, will operate on Saturday, October 3, 2020 from 9:00 am until 5:00 pm. Vendor spots for this event will be advertised. Vendors are strongly encouraged to set up their booths on Friday, October 2, 2020, between 5:30pm and 7:30 pm. If this is not possible, then vendors may arrive at 7:30am to set up and be ready to greet their customers for the opening of The Retta Expo. All vendor cars must be parked in designated parking area by 8:45 am.

1. A standard vendor space is either 10 x 10 or 8 x 5.
2. Vendors must supply their own tents, tables, chairs, space signage, refrigeration, storage, and all materials and containers for customer sales.
3. Vendors determine the pricing and display of their products. No vendor shall attempt to sell products other than those listed on their application and approved by The Retta Director.
4. Vendors shall be solely responsible for keeping their space and all areas in and about their vendor space clean and free of any conditions that might potentially result in or cause injury to the vendors and any other persons or parties.

5. Vendors must clean up their spaces at the end of The Retta Expo and evacuate their space no later than 6:00 pm. There is a \$50 fee per space when The Retta Expo Director must clean up the space at the close of The Retta Expo.
6. Vendors shall be solely responsible for damages resulting for the sale of unsafe or unsound goods at The Retta Expo.
7. Vendors will not be allowed to bring any pets to The Retta Expo.
8. Violations of the rules and complaints that arise shall be resolved by Retta Expo.
9. Violation of any provision of The Retta Expo rules of operation shall be a material breach and default by the vendor. Vendor will be required to vacate The Retta Expo immediately. Failure to vacate may subject the vendor to civil and criminal trespass. There will be no refund for spaces.
10. The Market shall reserve the right to revise The Retta Expo rules of operation at any time and shall post notice of such revision to vendors.
11. All vendors must behave in a professional manner at all times. Vendors may be asked to leave due to disorderly or disrespectful conduct, disruptive behavior, unsanitary practices, offensive language or attire.
12. Attire and grooming must be neat, clean, and appropriate for the work being performed and for being on the premises of Retta Baptist Church.
 - ◆ Any vendor may, at any time, be asked to cease participation in The Retta Expo, pursuant to market operation rules 11 and 12.

We know that your success as a vendor fuels our success as a Expo and the other way around as well. It is our shared goal to The Retta Expo a positive, healthy environment for residents and visitors to enjoy. By signing the Vendor Application Form, you agree to adhere to the terms outlined in this document.

Acknowledgement and Indemnity

I, the undersigned, certify that the statements made by me are true, complete, and correct to the best of my knowledge. I agree to abide by the rules and regulations as stated in the RE Rules of Operation. I understand that any misstatement or omission of facts in this application may be cause for rejection of this application and/or cancellation of a prior approval of an application.

I, the undersigned, understand and agree to keep and maintain my vendor space and all areas in and about said vendor space clean and free of debris and any conditions that might potentially result in or cause injury to myself and any other persons or parties. I also understand and agree that I am solely responsible and assume entire responsibility and liability for property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the condition and quality of any and all products, produce, wares, and matters of any kind that I may produce, market, display, serve and/or sell at, about or through Retta Expo.

I, the undersigned, further specifically agree to fully defend, indemnify, release and hold harmless the Retta Baptist Church and Retta Expo, in Burleson, Texas, (hereafter, referred to collectively as "The RE") and their respective officials, officers, agents, directors, attorneys, and employees (hereafter, referred to collectively as the "Indemnified Parties") from and against any and all suits, claims, judgements, demands, actions, or causes of action, liabilities, (including strict liability), losses cost or expenses, including reasonable attorney's fees and court costs and disbursements, whether arising in equity, at common law, or regard to fault or property, of every kind and character (including claims for personal injury, bodily injury, emotional distress, real and personal property damage and economic loss) (all of which are hereinafter collectively called "claims"), which may now or in the future be brought or instituted or asserted on account of or growing out of or arising from (1) any failure on my part, my partners, officers, managers, or agents, subtenants, or licensees ("My Parties") to comply with the provisions of this agreement, or to comply with the provisions of law applicable to my business, or the provisions of law applicable to the property of The Retta Expo, or (2) any and all injuries or damages, including death, to persons or properties relating to the condition, or my use or occupancy of the property of The Retta Expo, including the operation of my business upon such property, regardless of any extraordinary shifting of risks, and even if claims are caused by the active or passive negligence or sole, joint, concurrent or comparative imposed upon or alleged against such indemnified parties, but not to the extent that a court competent jurisdiction holds in a final judgement that a claim is caused by the willful misconduct or gross negligence of such indemnified parties. The indemnity provided hereby specifically includes, but is not limited to, any loss, damage, or injury sustained by me, and any and all of my agents, employees, invitees, including caterers, and its contractors, and patrons whether to person or property and whether the result of negligence, gross negligence or wrongful conduct. The indemnification shall also include costs of defense, which shall be an attorney of the Indemnified Parties' choice, court costs, expert witness fees, and any judgement together with prejudgment and post-judgment interest. Neither Retta Baptist Church nor The Retta Expo assumes any responsibility for any property placed on or in its facilities or grounds.

I acknowledge and agree that Retta Baptist Church or The Retta Expo will not provide any security for the Retta Expo and Retta Baptist Church shall not be liable for any lost, stolen, and/or damaged property, materials, equipment, goods, and any other items associated and/or used in conjunction with the market. I hereby release Retta Baptist Church, its staff, officers, agents, directors, sponsors, representatives, trustees, and employees from and waives any and all rights to any and all claims for damages, or otherwise, I may have with regard to lost, stolen and/or damaged property, materials, equipment, goods and any other items associated and/or used in conjunction with The Retta Expo.

By signing the application, you are acknowledging that you have read and understand the Retta Expo's Rules or Operation and agree to operate according to the items outlined in that document.

Applicant's Signature: _____ Date: _____

Application Checklist			
Signed Application _____	Photo of Products _____	Sales Tax Certificate _____	Payment for Booth _____
Approved by: _____		Date: _____	