



# NOLA, TEXAS FOOD AND MUSIC FESTIVAL

PRESENTED BY H-E-B

APRIL 8<sup>TH</sup>, 2018 - H-E-B CENTER AT CEDAR PARK  
APPLICATION FOR EXHIBIT BOOTH

**Application Deadline: March 21, 2018**

NOTE: Complete Vendor Application and Release, then return both documents with full payment to H-E-B Center.  
Upon receipt of application and based on availability, a space will be confirmed.  
**ACCOUNT MUST BE PAID IN FULL with application.**

Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Product(s) being sold *(food vendors need not complete this section)*:  
\_\_\_\_\_

Form of payment accepted at booth (please "X" all applicable):

Cash     Check     Credit Card

Will you need an outlet for your booth *(an additional \$25)*?  Yes     No

**Investment Options: One (1) single space 10'x10' booth  
One (1) double space 10' x 20' booth**

**BOOTHS AVAILABLE & COST PER SPACE:**

Arts & Crafts Single space: \$100.00

Arts & Crafts Double space: \$150.00

Commercial Single space: \$300.00

Commercial Double space: \$500.00

Electrical outlet: \$25.00

Total Booth Cost: \$ \_\_\_\_\_

Email form to French Smith at [french@roadwayevents.com](mailto:french@roadwayevents.com)  
WITH YOUR CREDIT CARD INFORMATION.

**H-E-B CENTER IN CARE OF ROADWAY PRODUCTIONS**  
ATTN: FRENCH SMITH IV  
512-200-0806

If paying by check, please make payable to **SMG**. & include check number **HERE**: \_\_\_\_\_

Payment:  CHECK # \_\_\_\_\_  AMEX  VISA  MC  DISCOVER

CC Number: \_\_\_\_\_ Expires: \_\_\_\_\_ CVV Code: \_\_\_\_\_

Name on Card: \_\_\_\_\_

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
INDEMNIFICATION, AND ARBITRATION AGREEMENT  
(The "Release")**

**NOTICE:** By signing this document you may be waiving certain legal rights, including the right to sue.

In consideration of being allowed to participate in **NOLA Texas Food & Music Festival**, held on April 08, 2018 or other programs (the "Festival") at **H-E-B Center** (the "Center"), Vendor does hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against SMG, Texas Stars, Limited Partnership, H-E-B, the City of Cedar Park, and each of their respective affiliates, owners, employees, agents, volunteers, and participants (collectively, "Releasees") arising out of the Vendor's participation in the Festival and/or the use of any equipment provided by the Festival and/or Releasees (the "Equipment"). Vendor specifically understands that they are releasing any and all claims that arise or may arise from any **NEGLIGENT** or **BREACH OF CONTRACT** acts or conduct of the Center and/or the Releasees.
- 2) **TO ASSUME ALL RISKS** of participating in the Festival and using the Equipment, even those caused by the **NEGLIGENT** or **BREACH OF CONTRACT** acts or conduct of Center and/or the Releasees. Vendor understands and accepts the risks of participating in the Festival and using the Equipment may be both foreseen and unforeseen and may include serious physical injury and/or death and other personal and property damages. Vendor understands that Vendor is obligated to follow the rules of the Festival, Center and any other rules of SMG, and that Vendor has a duty to minimize risk of injury through the exercise of common sense and by being aware of surroundings;
- 3) **TO RELEASE** Center and/or the Releasees from all liability for any loss, damage, injury, death, or expense that Vendor (or his/her next of kin, associates, and/or fellow Vendors) may suffer, arising out of his/her participation in the Festival and/or use of the Equipment, even those caused by the **NEGLIGENT** or **BREACH OF CONTRACT** acts or conduct of the Center and/or the Releasees; and
- 4) **TO INDEMNIFY** Center and the Releasees from all liability for any loss, damage, injury, death, or expense that Vendor (or his/her next of kin, associates, and/or fellow Vendors) may suffer, arising out of participation in Festival and/or use of the Equipment.
- 5) **TO PERMIT** the placement of his/her name and/ or photo on the Texas Stars' website or Center's website, and on other promotional materials. Vendor waives all potential claims and liabilities against the Releasees, relating in any way to the collection, use and disclosure of any of personally identifiable information on the internet, including compliance with the Federal Trade Commission's Children's Online Privacy Protection Act (COPPA) or any state or federal law or regulation, if applicable.
- 6) **ARBITRATION**. In further consideration of being allowed to participate in the Festival and/or to use the Equipment at Center, Vendor hereby agrees to submit any dispute arising from such participation to binding arbitration pursuant to American Arbitration Association ("AAA") rules. Each party shall pay its own costs. Arbitration shall be commenced within one (1) year after the date on which any alleged claim first arose. The arbitration proceeding shall proceed exclusively in Williamson County, Texas, shall be governed by the Federal Rules of Evidence, and all parties agree to establish a reasonable and appropriate discovery schedule under AAA rules to expeditiously resolve this matter. Any court of competent jurisdiction may enforce the arbitration award.
- 7) **EVENT RULES**. Vendor agrees to abide by the rules and regulations set forth in the Vendor Application and herein before, during, and after the Festival, and by other reasonable rules considered necessary by SMG and Center. Additionally, it is agreed that Vendor shall abide by any and all agreements made by and between SMG and the owner of Center and any and all rules of Center. SMG shall have the sole authority to interpret and enforce all rules and regulations included herein, to make any amendments thereto, and to make further rules and regulations as necessary to ensure the orderly conduct of the Festival.
- 8) **TAXES**. Vendor understands and agrees that Vendor is responsible for all applicable sales tax or any other taxes applicable to Vendor's retail activity, all appropriate licensing, and transportation of retail product(s) to and from Center. No deliveries will be accepted by Center prior to the move-in time set by Center on the Festival date. Vendors are solely responsible for their retail needs and obligations including but not limited to their own cash banks, credit card processing and customer service. Vendor assumes full responsibility and liability for all work and services performed by Vendor while at Center and while participating in the Festival. If Vendor wishes to sell food products, Vendor must, and by signing below expressly agrees to, work with Center's concessionaire, RS3, to secure the appropriate license and authorizations necessary to sell food in Center.
- 9) **ENTIRE AGREEMENT**. In entering into this Agreement, Vendor is not relying upon on any oral or written representations other than what is set forth in this Agreement. This Agreement, along with the corresponding Vendor Application is the complete and final record pertaining to Vendor's participation in, association with, and involvement of any type in the aforementioned Festival. As such, any and all oral, written, or implied agreements in relation to Vendor's participation are inapplicable.
- 10) **SEVERABILITY**. The invalidity of any provision of this Agreement or Vendor Application shall not affect the enforceability or effectiveness of any other provision. If any provision of this Agreement or Vendor Application shall be held void, invalid or inoperative, such event shall not affect any other provisions herein which shall continue and remain in full force and effect as though such void, invalid or inoperative provision had not been a part hereof.
- 11) **BINDING EFFECT**. In the event of Vendor's death or incapacity, this Agreement shall be effective and binding upon Vendor's heirs, next of kin, executors, administrators, assigns, and representatives.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.



HOME OF THE TEXAS STARS & AUSTIN SPURS



Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Title: \_\_\_\_\_