



**HOLIDAY IN THE PARK • DECEMBER 3, 2022 • 12 NOON – 3 PM**

LOCATION: Cat Hollow Park

ATTENDANCE: 1500+ Expected

ACTIVITIES: Craft Fair, Santa, Live Music, & Children’s Activities

**HOLIDAY IN THE PARK VENDOR APPLICATION**

If you are interested in exhibiting at a BCMUD event, please (1) Fill out the Vendor Application (2) Read and sign the Vendor Guidelines and Requirements and (3) Return both documents with payment. **Contact Email:** l.worsley@bcmud.org  
**Mail or Walk in:** Brushy Creek Community Center, 16318 Great Oaks Dr, Round Rock, TX 78681

**Business:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number(s):** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Website:** \_\_\_\_\_

**FOR SALE:** Please list below any products you may be selling at your booth space along with the pricing.

\_\_\_\_\_  
 \_\_\_\_\_

**GIVEAWAYS:** Please describe below any items or materials that may be distributed at your booth space.

\_\_\_\_\_

**GAMES OR ACTIVITY:** Please describe below any game or activity you will offer at your booth space.

\_\_\_\_\_

Holiday in the Park Booth Rates	BCMUD Resident	Standard
Business Booths	\$25	\$75
Food Vendors	\$25	\$75
Non-Profits	FREE	\$75

I am a Non-Profit

**Please make checks payable to Brushy Creek MUD.**

Mail or drop off address: 16318 Great Oaks Dr, Round Rock, TX 78681.

I wish to pay with credit card upon approval

Thank you for your interest in Brushy Creek Special Events!

Questions? Contact Lauren Worsley l.worsley@bcmud.org

**BRUSHY CREEK MUD RESERVES THE RIGHT TO REFUSE ANY VENDOR, SPONSOR OR ORGANIZATION FROM EXHIBITING OR OTHERWISE PARTICIPATING IN THE EVENT.**

**VENDOR GOODS:** Only items listed above and approved by BCMUD are permitted for sale in booth space. All other items are strictly prohibited.

## **EVENT INFORMATION AND PROCEDURES**

By participating in the BCMUD Event and execution below, each vendor agrees to the following event procedures and requirements:

**SET-UP:** Begins at 9:30 am on event day. Vendors must be completely set up by 11:30 a.m. with all vehicles off the grounds.

**PERSONNEL:** Vendors are required to staff their booth space the entire duration of the event.

**TAKE-DOWN:** Begins at 3:15 p.m. on event day. No early take-down is allowed. Vendors must remove all items and leave space clean. Vehicles are allowed back on the event grounds at 3:30 p.m.

**BOOTHS:** Vendors must provide table(s), chairs, shade tent, equipment and staff.

Booth space is 10' X 10'. Vendors will receive a booth location along with an event layout prior to the event. Each vendor is responsible for assuring safety and security in and around their booth in a manner that minimizes risk or hazards to the public and their own belongings. Electrical hookups are limited and available by request only.

**WEATHER:** This is an outdoor festival and will go on rain or shine. Cancellation or event modifications due to extreme weather will be communicated in advance.

**SPECIAL ACCOMMODATIONS:** Any special accommodations must be requested by vendors at least 2 weeks prior to event day.

**SALES TAXES:** Acquisition of sales tax permits, collection of sales tax, and reporting tax revenues are the sole responsibility of the vendor.

**PUBLIC INFORMATION:** All information provided on vendor application is subject to disclosure under the Public Information Act.

## LEGAL PROVISIONS

1. **Agreement:** By execution below, Vendor agrees that it shall comply with, and agree to be bound by, all restrictions, procedures, requirements, terms and conditions set forth in this Vendor Application and Agreement.
2. **Compliance with Park Rules.** Vendor shall abide by the BCMUD Park Rules and Regulations, including the following prohibitions:
  - i. No smoking in playground areas
  - ii. No destruction or defacing of structures
  - iii. No littering. All trash must be placed in proper receptacles.
  - iv. No abusive or foul language.
  - v. All pets must be leashed and cleaned up after.
  - vi. No ground fires are permitted.
  - vii. No illegal drugs.
  - viii. Firearms and fireworks are prohibited.
2. **Waiver and Release.** Vendor hereby releases, holds harmless and agrees to defend BCMUD and its directors, employees, representatives and agents (collectively, the "Released Parties") from and against any liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise from its participation in the BCMUD Event. By signing below, Vendor discharges the Released Parties from any liability or claim that it may have with respect to any bodily injury, personal injury, illness, death, or property loss or damage that may result from Vendor's participation in the event.
3. **Indemnification.** VENDOR AGREES TO INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS, CLAIMS, EXPENSES, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER OCCURRING OR ANYWISE INCIDENT TO, IN CONNECTION WITH, OR ARISING OUT OF, ITS PARTICIPATION IN THE EVENT, INCLUDING CLAIMS FOR PERSONAL INJURIES, DEATH, OR DAMAGE TO PROPERTY, AND WHETHER OR NOT CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE, CARELESSNESS OR WANT OF SKILL OF BCMUD, OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE RELEASED PARTIES.
4. **Political Endorsements.** Political endorsements of any kind are prohibited, including on attire or on written materials. Verbal endorsements and electioneering are also prohibited.
5. **Termination of Privileges.** Any violation of the terms of this Vendor Application and Agreement, the BCMUD Park Rules or Regulations, or failure to follow the lawful directives of BCMUD personnel shall result in immediate termination of privileges and the right to participate in the event. Under such circumstances, Vendor shall be required to immediately terminate vending booth activities and remove all personnel from the event premises.

Vendor (Business) Name: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

Date: \_\_\_\_\_

BCMUD GM Signature: \_\_\_\_\_

Date: \_\_\_\_\_