



AMERICAN TURKISH ASSOCIATION of HOUSTON, INC.

P.O. Box 460253 Houston, TX 77056-8253

festival@atahouston.org

2020 Houston Turkish Festival

BAZAAR VENDOR Application & Agreement

The American Turkish Association of Houston, Inc. (ATA-Houston) will be holding its 27th annual Turkish festival downtown Houston at the Jones Plaza on Saturday (10:00 am to 10:00 pm) April 4th and Sunday (10:00 am to 9:00 pm) April 5th, 2020.

The Turkish Festival is a 2-day event. **Vendors are required to participate both days.** The venue will be at Jones Plaza (610 Louisiana St Houston, TX 77002). Doors open at 10:00 am and close at 10:00 pm on Saturday April 4th, 2020. Doors open at 10:00 am and close at 9:00 pm on Sunday April 5th, 2020.

The festival will have onstage entertainment featuring performances from local and international artists. In addition, the festival will host a wide variety of arts and crafts along with many types of food and drinks.

Based on last year's attendance, we are expecting around 10,000 visitors during the two days event. A special children's area will be provided with its own entertainment and activities.

The festival will house a Bazaar on the upper plaza level of the venue in an all covered/shaded area.

We are accepting applications for the Bazaar. We strongly recommend that the products offered be representative of a Turkish Bazaar. Other product suggestions could be proposed and entertained by the festival committee. Vendor shall submit their product description along with the completed application and signed agreement for ATA-Houston's review and approval.



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Bazaar Vendor Application

Company Name				
Brief product description (Submit complete listing with application)				
Vendor Space	Location	Cover & sides	2-Day Rental	Enter Quantity
O-1 through O-4	Outside	Tarp Cover	\$125	
I-1 though I-7	Inside	Built-in cover	\$225	
I-8 Corner	Inside	Built-in cover	\$500	
C-1 through C3	Inside center	Built-in cover	\$100	
<i>See attached Layout for details of above spaces</i>				
Contact Name		Contact Phone		
Email		Website		
Street Address, City, State, Zip				

Application acceptance and submittal requirements:

Booth space is limited and vendors are selected on their Turkish Culture product inclusivity and quality. Once an application is received, ATA-Houston festival coordinator will review and revert back to vendor within 30 days of receipt.

ATA-Houston reserves the right to reject any application that it deems non-conforming to either its festival regulations and/or to its festival Turkish content.

Email completed Application & signed agreement to: festival@atahouston.org



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Bazaar Vendor Agreement

This Bazaar Vendor Agreement is made effective as of _____, _____ by and between the American Turkish Association of Houston, Texas, Inc., (herein after referred as the “ATA”), and _____, _____ **[State of Organization if not an individual]**, _____ **[corporation]** **[general partnership]** **[LLC]**, **[LLP]**, **[LP]**, **other** (herein after referred as the “Vendor”).

Now, therefore, it is agreed that:

PURPOSE: ATA agrees to provide booth space (Space) to conduct Vendor’s business at the Turkish Festival (Festival).

1. Booth space is limited and vendors are selected on their Turkish Culture product inclusivity and quality. Once an application and signed agreement is received, ATA-Houston festival coordinator will review and revert back to vendor within 30 days of receipt. ***Vendor shall submit a complete detailed listing of all items that will be sold.***
2. ATA-Houston reserves the right to reject any submitted application that it deems non-conforming to either its festival regulations and/or to its festival Turkish content.
3. **A DEPOSIT** of \$50 will be required for all approved applications. Deposit will be returned at the festival on Sunday April 5th, 2020. ***Only cashier’s checks or money orders are accepted.***
4. **No deposit refunds** will be issued for vendor cancelation.
5. ATA-Houston will only provide the tables and chairs. No Vendor supplied booths are allowed.
6. Space locations will be assigned by ATA-Houston and provided to the Vendor in advance of the Event.
7. Types of merchandise sold must be included as an **attachment to this agreement** containing details of all items that will be included.
8. **Quality of Products:** The vendor shall ensure proper quality of the products and health aspects of any food sold. The Vendor shall comply with all applicable laws as to vendor’s sales.
9. **SUBLEASING:** No subleasing of booths is allowed.
10. Electric outlets will be provided at each vendor site.



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11. **NO open food sales allowed.** Packaged food is acceptable if pre-approved by the festival committee.
12. **WASTE DISPOSAL:** Each vendor is responsible for keeping their booth and the surrounding area clean. Vendors must provide their waste baskets and bags. Vendors failing to comply with these requirements will forfeit their deposit and will not be invited to participate in future events.
13. Vendors can set up between 6:00 am and 9:00 am the morning of the event on Saturday and between 6:00 am and 9:00 am the morning of the event on Sunday.
14. Vendor shall be responsible for clearing all merchandise, packing and removing from the festival ground by no earlier than 10:00 pm on Sunday Nov 5th, 2017 and by no later than midnight on Sunday November 5th, 2017.
15. Should the Vendor fail to keep the Space in an orderly manner, the Vendor will be responsible for the expenses for clean-up and any damages.
16. **Vehicles:** No vendor vehicles will be allowed on any festival grounds.
17. All signage shall be **free standing**. **No glue or tape is allowed.** **Signage shall not be placed in access ways.** ATA-Houston festival coordinator reserves the right to move any sign deemed to be in the way.
18. Any parking fees that may be incurred by the vendor shall be to vendor's account.
19. Vendors may not sell drug paraphernalia, guns, fireworks, weapons, apparel displaying profanity or sexually explicit items.
20. **SALES TAX** - It is the vendor's responsibility to comply with the city of Houston sales tax requirements and Texas state tax guidelines for their collection and payment.
21. **ONLY ITEMS** listed in the vendor application merchandise attachment and approved by the ATA-Houston festival coordinator may be sold.
22. **Insurance:** The Vendor is solely responsible to obtain insurance coverage on property brought into the Space. The Vendor assumes full responsibility for items left in the Space. ATA-Houston accepts no liability for lost, stolen or damages property and is not required to carry additional insurance to cover Vendor's property.



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- 23. SECURITY:** The Venue is fenced and ATA-Houston will hire on-site security. Vendors are solely responsible for the security of their cash, coupons, equipment, goods, inventory, supplies and/or any other property.
- 24. ATA-Houston** reserves the right to remove any vendor from the festival ground that is found in breach of the festival rules and guidelines and No refund will be returned.
- 25.** Vendors shall be required to participate at both festival days mentioned herein.
- 26. NO Music playing** is allowed at the vendor booth.
- 27. ACTS OF GOD:** The festival owner, hosts, promoters, sponsors, staff/employees, volunteers, etc. are not responsible or liable for any personal adversity or acts of God that may occur.
- 28. Indemnification:** Vendor and its Representatives agrees to indemnify and hold ATA-Houston harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against ATA-Houston that result from the acts and omissions of Vendor. Vendor shall be solely responsible for insuring all applicable laws are followed and complied with in selling and presenting Vendor's products and services at the Event.
- The term “**Representatives**” of a party include himself or herself, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, heirs, assigns, their officers, directors, members, agents, employees, trustees, designees, beneficiaries, affiliates and any related parties or companies, of which the signee of such party is an agent, employee, officer, member, heir, successor, assign or designee. For the purposes of this Agreement only, “employees” includes third parties retained by the parties hereto for temporary administrative, clerical or programming support, or as independent contractors. Therefore, the rights and obligations of the parties hereto shall also inure to such present and future Representatives and may be directly enforced by or against such Representatives.
- 29. Amendment:** This Agreement may be modified or amended in writing, if both parties to the agreement sign the writing.
- 30. Severability:** If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect: (i) the validity or enforceability in that jurisdiction of any other provision of this Agreement; or (ii) the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.



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- 31. Waiver of contractual right:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 32. Assignment:** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
- 33. RELEASE:** Signature by Vendor and its Representatives on this agreement releases and forever discharges The American Turkish Association of Houston, Inc. (ATA-Houston) and its Turkish Festival hereinafter referred to as FESTIVAL, all sponsoring organizations, their elected officials, directors, employees, and volunteers from any responsibility, personal liability, or claims of loss or damage arising out of, or in conjunction with participation in the Turkish Festival. FESTIVAL is not responsible for any injury sustained by exhibitors, patrons or guests. Applicant stores and exhibits, their goods at their own risk. In addition, I/we have read and agree to abide by all festival rules and regulations stated in this agreement packet or risk removal from Festival site without refund.

IN WITNESSS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

American Turkish Association of Houston, Inc.

(Company Name)

By _____
(Signature)

By _____
(Signature)

Date: _____

Date: _____

Name: Sevgi Keskin Dursun
Title: Festival Coordinator

Name:
Title:
Contact Number:

Address:
P.O. Box 460253
Houston, TX 77056-8253

Address: