

# 2014 Exchange Club Kite Festival Vendor and/or Exhibitor Application and Contract Agreement

Thank you for your interest in the Exchange Club Kite Festival at Zilker Park. The Kite Festival is a fun, family and free event held on the first Sunday in March. Depending upon the weather the Kite Festival typically draws attendance around 25,000 (or more) people. We are excited to be able to provide a unique venue for your business or non-profit organization and consider our vendors and exhibitors to be partners in our mission of the prevention of child abuse.

The Exchange Club of Austin founded the Kite Festival. The Exchange Club is an all volunteer service club whose membership is open to anyone who wants to make their community a better place to live. More information about the Exchange Club may be found on our website: http://www.austinexchange.org.

Both for-profit and non-profit organizations are eligible to operate as vendors at the event. Vendors are juried by the Exchange Club of Austin in order to preserve the carefree, family nature of the event, provide Kite Festival attendees with a variety of choices and preserve market share for all vendors at the event.

In addition to being a gift to Austin, the Kite Festival is a fundraiser for the prevention of child abuse, which is the national mission of the Exchange Club. The Exchange Club of Austin Charitable Activities Fund (CAF) is a 501(c)3 organization. Fund raising at the Kite Festival is accomplished through sponsorships, donations, concessions sales and exhibitor booth fees. All proceeds from the 2014 Kite Festival will go directly to Communities in Schools of Central Texas to support their mission.

# 1. Event facts:

Title: 86th Annual Exchange Club Zilker Park Kite Festival presented by ABC Home and Commercial Services

Date: Sunday March 2, 2014 [Rain Date: Sunday March 9, 2014]

Time: 10am to 5pm (Hours for vending/exhibiting operations: 10am to 5pm)
Location: Zilker Park Great Lawn, 2100 Barton Springs Road, Austin, TX 78704

Admission: Free

Web site: <a href="http://www.zilkerkitefestival.com">http://www.zilkerkitefestival.com</a> or Email: kites@zilkerkitefestival.com
Phone: 512-448-5483 (KITE) this number is for messages and announcements only

Deadline: Deadline for vendor applications is February 1, 2014

NOTE: Vendor/exhibitors will henceforth be referred to as Vendors in this document.

### 2. How the Kite Festival Vendor process works:

- 1. Vendor requests booth size and area or food court desired.
- Vendor sends in the completed Contract Summary sheet and requested paperwork and fees on or before February 1<sup>st</sup>. (A deposit may be made but fee must be paid in full by 2/14/2014)
- 3. The Exchange Club of Austin Kite Festival Committee will review the paperwork and determine if the vendor meets all requirements necessary to participate in the event. Incomplete applications are returned without review.
- 4. By no later than **February** 7<sup>th</sup>, the vendor will be provided confirmation and instructions via email (or notified if there is any reason they cannot participate in the Kite Festival).
- 5. Accepted Vendors will be assigned a contact person and will receive an information packet containing specific rules, instructions and FAQs. Field meetings will be announced via email as they are scheduled.
- 6. Vendors must remit second half of booth fee by February 14, 2014.
- 7. Before the event Vendors will receive load in information, recycling guidelines and parking permits via email.
- 8. On the day of the event: <u>Vendors will load in before 9am and cease business by 5pm</u>. <u>Vendors must vacate the park by</u> 7pm. This is firm.
- 9. IMPORTANT: Saturday evening load in is available and encouraged for vendors requiring more set up time. Saturday evening load in will require a \$20 fee to help cover cost of staffing and security and is by appointment only.

#### 3. General Information

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- Booth spaces are generous with enough space for supply storage. More space can be allotted if necessary.
- Specific vendor locations will be assigned prior to the event. The number of vendor spaces is limited at this event.
- The Exchange Club does <u>not</u> provide a change fund, tables, chairs, electrical cords, plugs, generators, or tents. Vendors are responsible for all needed cash (to be able to make change) and equipment related to the operation of their booth.
- The use of a trailer must be indicated on the Contract Summary Sheet. Due to the Park rules, trailers will be situated on the road surrounding the park. Vendors using tents instead of trailers will be able to set up operations closer to heavier traffic areas. Food vendors may not set up tables, chairs, tents or other apparatus for use by patrons. Tents must be weighted, no stakes.
- The amount of available electricity is limited, however we can supply some 110 connections. There may be nominal charge.

  \*\*\*\*\*\*NOTE We are unable to supply 220 connections. \*\*\*\*\*\*\* Do not apply if your operation must have a 220 connection You may apply if you have your own generator and are capable of supplying your own 220 electricity.
- · Access to water is limited; there are no direct connections. Vendors should bring their own water.
- Ice can be purchased from an on-site vendor the day of the event. Please indicate if ice will be needed in advance.
- Accepted Vendors will be assigned a Kite Festival committee member as their principle contact.
- All vendors are expected to leave the area around their operation clean and free of trash and litter.

We advise that vendors arrive early and bring everything needed remain in the park and conduct operations until 5pm. At 9 am Barton Springs Road will close and no vehicles, with the exception of emergency vehicles, will be permitted entrance to the park. Vehicles may, however, leave the park. Vendors must vacate the Park by 7pm.

# 4. Kite Festival Vendor / Exhibitor Rules and Guidelines

A. The Exchange Club of Austin has the right to refuse vendor participation in the Kite Festival to anyone at anytime.

- B. Certain vending operations will not be accepted for the event: Credit Card, time-share, clothing, jewelry, artwork, scented candle products, toy weapons and sunglasses sales are not accepted. This is not a complete list; vendors are juried on a case-by-case basis. Alcohol sales and live music are not permitted at the Kite Festival.
- C. <u>Sub-Contracting is prohibited</u>. Sharing space with other vendors, businesses or non-profit organizations is not permitted and will be justification for expulsion from the event.
- D. All vendors will sell only the items listed in the Contract Summary Sheet and for the stated price. The Kite Festival committee must approve any changes in items vended at least 30 days in advance of the event date.
- E. <u>The Exchange Club has exclusivity for sales of hot dogs, soft drinks and cotton candy</u>. Other vendors may not sell these items. (Food vendors may sell other drinks water, tea, lemonade, etc.) Kite and Toy sales are encouraged (with the exception of toy weapons).
- F. Food vendors must purchase a \$35 *Temporary Food Service Permit*. **There are NO exceptions**. Permits must be displayed in the booth the day of the event. <u>Permit fees are non-refundable</u>.
- G. Food/Ride/Game Vendors must provide proof of liability insurance in the amount of at least \$1 million with The Exchange Club of Austin listed as an additionally insured entity before they will be allowed to start vending operations. Insurance Certificates are to be made to: The Exchange Club of Austin; P.O. Box 684921; Austin, TX 78768-4921
- H. All vendors are required to sign a waiver including those who supply insurance certificates. <u>Vendors who do not sign a waiver will not be allowed to participate as vendors in the event.</u> The waiver must be signed as is and cannot be altered. Any changes to the waiver will render this contract void.
- I. Vendors are expected to run their operations in a safe and prudent manner, obeying all fire laws and food safety guidelines as set out by the Austin Travis County Health and Human Services Department. Fire and Health Officers inspect at the Kite Festival and are strict. They will shut down operations for non-compliance. Vendors using compressed gas tanks of any kind are expected to follow the rules and regulations of the Austin Fire Department. In addition, vendors will abide by safety rules established by the Exchange Club. Specific safety rules will be furnished to Vendors before the event.
- J. Security is <u>not</u> provided to vendors. The Austin Police Department is present at this event in the capacity of public safety, traffic and crowd management. This is an open public event, DO NOT leave your property unattended and/or unsecured. (With the exception of pre-arranged security for vendors loading in Saturday evening.)
- K. Vendors are encouraged, but not required, to participate on the Rain Date. The Rain Date is one week later.



- L. Raffles are not permitted unless written permission is granted by the Exchange Club of Austin.
- M. The Exchange Club of Austin/Kite Festial Committee must approve any food samples given out to the public. <u>Information on the proposed sample is required including content and size.</u> Samples must be smaller than a full serving and cannot compete with food being sold at the event. Vendors preparing samples at the event are required to purchase the *Temporary Food Service Permit* (\$35). The food preparation area and practices must adhere to all the guidelines of the *Austin* Travis County Health and Human Services Department. Commercially pre-packaged samples prepared in a certified kitchen do not require a food service permit.
- N. Any special operating requirements or special requests must be approved by Kite Festival organizers at least 30 days before the event date. Special requests will be approved at the discretion of the Kite Fest Committee.
- O. The Exchange Club of Austin strives to set fair and equitable booth fees for every vendor. Vendors are requested to treat their agreement with the Exchange Club as confidential information not to be shared with other vendors or organizations.

### 5. City of Austin Parks and Recreation Rules

- A. <u>Absolutely NO cars or trucks are allowed to park on the field</u>. Support vehicles will be parked in a nearby lot. A maximum of two vehicles per vendor are allowed to load in no more!!
- B. Absolutely NO stakes or other anchors are to be driven into the ground. Use weights for tents.
- C. Glass containers are not allowed in the park.
- D. Vendors generating wastewater are required to remove it from the park and dispose of it in an acceptable and ecologically sensitive manner. Absolutely nothing, including ice, is dumped on the turf.
- E. Trash pick up is provided by Festival Staff. Please leave your booth area clean with trash bagged and ready for pick up. Recyclable materials will be placed in provided bins. Dumping of refuse, food waste or ice on any area of the park, including bodies of water, is not allowed. All vendors are responsible for leaving their area clean. Trash and litter must be picked up and properly disposed of. Failure to do so will prevent future participation as a vendor in the event. Vendors are responsible for the trash in and around their area of operation whether they caused or not. See section 7D for fees.
- F. Vendors will abide by recycling guidelines as set by event organizers and Parks and Recreation staff. Guidelines will be provided to vendors before the event.

City of Austin Parks and Recreation rules and guidelines are at: <a href="http://www.ci.austin.tx.us/parks/parkrules.htm">http://www.ci.austin.tx.us/parks/parkrules.htm</a>. It is your responsibility to read and understand these rules.

#### 6. Transactions / Settlement:

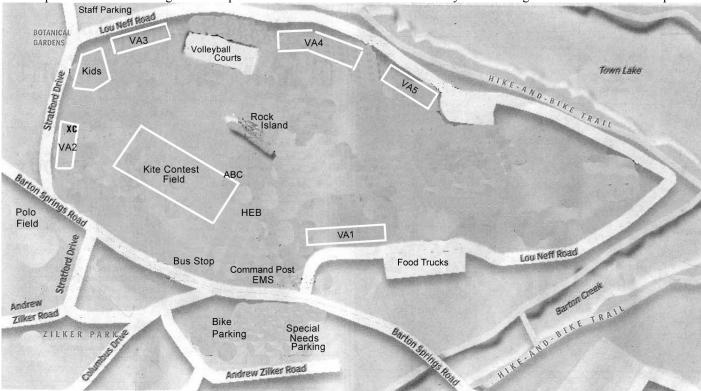
- A. Vendors remit a booth fee as described in section 7 (and Temporary Food Service Permit fee if applicable) to the Exchange Club CAF. Checks are to be made payable to the Exchange Club of Austin CAF. 50% of the booth fee is due with all requested paperwork by February 1st. For Food vendors, the \$35 temporary food service permit is due by February 1<sup>st</sup>.. The Exchange Club can accept fees by cash, check, money order, Visa or MasterCard. The remaining 50% of the booth fee is due by February 14th. Fees may be remitted via US Post or online at the Kite Festival web site (http://www.zilkerkitefestival.com).
- B. To receive non-profit rates, non-profit organizations must supply a copy of the IRS letter verifying their 501(c)3 tax-exempt status. Include tax-exempt status letter with signed Contract Summary Sheet.
- C. All Vendors are responsible for collecting and paying local sales tax to Texas State Comptroller on all items sold at the festival. Tax rate is 8.25%. Every retailer in Texas needs a sales tax permit. An exhibitor without a Texas location needs a use tax permit. Vendors must display a tax permit in their booth.

## 7. Booth Pricing

- A. Specific areas are designated as "Vendor Areas" or "VAs". The VAs contain several food and non-food vendors (example, food sales, retail sales and face painters). Vendors choose the size of booth they want and may request a specific area. Location of booth is not guaranteed but every effort will be made to accommodate specific requests. Booth fees are charged according to how many running feet the booth has (F10=10 feet, F20=20 feet, F30=30 feet). Vendors will be charged for the longest frontage space they use including support trucks that remain with the booth on the road
- B. Booths are planned with some space behind them for storage. Booth locations are assigned on a first come, first serve basis.



- C. Please note that The Exchange Club/Kite Festival Committee may change locations of vendors after taking into consideration the need for electrical connections and proximity of competing vendors. No space will be changed without the vendor's knowledge prior to the event.
- D. All vendors will be charged a \$50 Trash /Recycling fee to help cover the costs required to mitigate environmental impact on Zilker Park. See section 5E (City of Austin Parks and Recreation Rules). The trash / recycling fee is not refundable.
- E. Mobile carts are just that mobile carts, a tent may not be set up behind it. The cart has to operate on wheels acceptable to the City of Austin Parks Department. Carts can operate in all vendor areas. Carts must avoid the EMS area.
- F. <u>Refunds are only given if both the initial event date and the rain date are cancelled.</u> Postponement to the Rain date does not constitute cause for a refund. The \$35 Food Service Permit Fee and the \$50 trash fee are not refundable.
- G. A separate kids area is designated for specific activities and vendors contracted by the Exchange Club of Austin. See map.



NOTE: The Site Map/Vendor Areas are subject to change. Vendors will be situated toward the east end of the park in 2014.

Booth Type	Size	VA 1	VA 2	VA 3	VA 4	VA 5
R (Retail)	10 x 10 (pop-up)	\$400	\$400	\$400	\$400	\$400
For Profit and Non-Profit	storage behind					
NO FOOD						
Retail, General Sales, Marketing						
Exhibitors and Face Painters						
Cart For Profit and Non-Profit	4 x 4 space	\$300	\$300	\$300	\$300	\$300
(Mobile cart) all uses	(mobile)					
F10 For Profit	10 foot front,	\$800	\$800	\$800	\$800	\$800
Food/all uses	storage behind					
<b>F20</b> For Profit	20 foot front,	\$1300	\$1300	\$1300	\$1300	\$1300
Food/all uses	storage behind					
F30 For Profit	30 foot front,	\$2500	\$2500	\$2500	\$2500	\$2500
Food/all uses	storage behind					
FT (Food Truck/Airstream)	Designated Food	n/a	n/a	n/a	n/a	\$1000
Food Sales	Truck court					



# 8, Loading In and Parking:

- A. <u>Vendors are to arrive no later than 9 am</u> and be ready for the public by 10 am. Load in begins at 6 am (or before). **Barton Springs Road closes at 9am**. Vendors arriving after 9am will not be allowed in by the police.
- B. Specific load in locations will be provided to vendors prior to the event.
- C. <u>Vendors MAY NOT drive on the field to unload WITHOUT the permission of Parks Staff</u>. After unloading, vehicles will need to be moved to the staff parking area. No more than 2 vehicles will be allowed per vendor to drive onto the field for load in. Consolidate your stuff into 2 vehicles. One vehicle is preferred.
- D. Parking close to the event will be provided for staff, vendors and volunteers. Two parking permits will be sent to you. Tell us if you need more.
- E. Vendors MUST vacate the park by 7pm. NO EXCEPTIONS.

# 9. Legals

- A. Vendors will operate as independent contractors.
- B. Vendors and Exhibitors are responsible to comply with all laws, policies and ordinances as directed by the City of Austin, Travis County and the State of Texas.
- C. Contracts with the Exchange Club of Austin CAF will terminate the Monday after the second Sunday of March.
- D. All vending operations at the Kite Festival participate only with the permission of the Exchange Club of Austin and within the rules and guidelines set by the City of Austin Parks and Recreation Department. The Exchange Club retains the right to refuse any vendor to participate in the Exchange Club Kite Festival and/or to have any vendor removed from the field.
- E. The Exchange Club of Austin is not liable or responsible for any personal injury, equipment or inventory loss incurred before, during or after the event. The Exchange Club of Austin will not be responsible for the loss or damage of merchandise or equipment, nor does the Exchange Club of Austin assume any responsibility for any liability incurred by any booth operator, owner, employee or other person associated with that vendor or business.
- F. The Exchange Club of Austin and Exchange Club of Austin CAF has no responsibility for any legal transactions that Vendors participating in the Kite Festival have entered into with third parties.
- G. Vendors and Exhibitors are responsible for any damage to or theft of their property.
- H. Festival rules and guidelines are subject to change at anytime with due notice.

# 10. Acceptance and Deadlines

Vendors will be notified as soon as possible if they are or are not accepted. If not accepted, fee payments will be returned via US Post as soon as possible. Credit Cards are not charged until the Vendor is notified they are accepted and a response given.

#### **IMPORTANT DEADLINE**

Vendors/Exhibitors must submit the following to be received by February 1, 2014:

- Description of business and products proposing to vend (photos are helpful)
- Contract Summary page, completely filled out and signed
- Waiver, completely filled out and signed
- If the vendor is a 501(c)3 non-profit copy of IRS letter stating non-profit status
- Requested booth fees. All checks are to be made payable to: The Exchange Club of Austin CAF.
- If a food or ride vendor, include:

Insurance certificate for \$1 million in general liability with the Exchange Club of Austin listed as co-insured. Make certificate to: The Exchange Club of Austin; P.O. Box 684921; Austin, TX 78768-4921 \$35 Temporary food service fee made to "The Exchange Club of Austin CAF".

• \$50 Trash / Recycling fee (required for all vendors)



<u>Failure to include any of these items may disqualify the vendor from participating in the event.</u> The Exchange Club of Austin is a non-profit, all volunteer service organization. It's important to us and to our mission, the prevention of child abuse, that we make the most of our limited time and resources. Your help by submitting a complete application is appreciated.

#### YOUR PACKET OF REQUIRED DOCUMENTS AND FEES SHOULD BE MAILED TO:

The Exchange Club of Austin CAF (Checks made payable to: The Exchange Club of Austin CAF) P.O. Box 684921 Austin, TX 78768-4921

We consider our vendors and exhibitors our partners in the very important mission of the prevention of child abuse, which without your hard work and monetary support would not be possible. We hope the Zilker Park Kite Festival is a successful endeavor for everyone involved.

Sincerely, Kite Festival Committee



**DEADLINE: February 1, 2014.** NOTE: Mail to: Exchange Club CAF; P.O. Box 684921; Austin, TX 78768-4921. Please type or print clearly. Contract Summary Sheets not completely filled out and/or not signed will not be considered. Name of Organization or Business\_\_\_\_\_ Taxpayer ID # (EIN or SS#)\_\_\_\_\_ For Profit Non-Profit Type of Activity: ☐ Food sales ☐ Retail Sales ☐ Ride ☐ Children's Activity ☐ Exhibit ☐ Other Applicant [Contact] Name Mail Address City State Zip Phone (Day) (Cell#) Fax Web Site REQUIRED: Please attach a description of your business, food, merchandise, exhibits, samples, etc. you would like to bring to the Kite Festival. Food vendors must attach a menu with proposed prices. Photos are appreciated. Booth type: F10 F20 F30 R Cart FT Vendor Area: VA1 VA2 VA3 VA4 VA5 Do you need to bring a trailer?  $\Box$  Yes  $\Box$  No If yes, include a photo. Size of the trailer: Electricity needed in AMPS\_\_\_\_\_\_Number of 110 outlets needed\_\_\_\_\_ (NOTE: 220 service is <u>not</u> available) Ice: reserve \_\_\_\_\_lbs (Ice available for purchase)  $\square$  Yes, I want to load in <u>Saturday night for an additional fee by appointment.</u> Are you using compressed gas tanks of any kind?  $\square$  Yes  $\square$  No Are you using a generator?  $\square$  Yes  $\square$  No Do you have General Liability Insurance for \$1 million?  $\square$  Yes  $\square$  No (Enclose certificate of insurance) FINAL CHECKLIST: ☐ Description of business is enclosed. If a food vendor, menu and prices are included. ☐ Choice of location and booth type is checked ☐ Signed Waiver is enclosed ☐ (If a food, game or interactive vendor) Certificate of General Liability for \$1 million is enclosed ☐ If a non-profit, Tax Exempt status letter is enclosed  $\Box$ Fee(s) enclosed: Booth Fee \$\_\_\_\_\_ (see section 7) Trash / Recycling fee \_\$50.00

Temporary Food Service Permit Fee \_ \_\_\_\_\_ Temporary Food Service Permit Fee \$\_\_\_\_\_\_(\$35.00) Saturday Night load in Fee \$\_\_\_\_\_\_\$20.00 Total Enclosed : \$\_\_\_\_\_ ☐ Contract Summary Sheet is completely filled out and signed. The Exchange Club of Austin strives to set fair and equitable booth fees for every vendor. Vendors are requested to treat their agreement with the Exchange Club as confidential information not to be shared with other vendors or organizations. As the event sponsor, The Exchange Club of Austin reserves the sole right to select vendors who will retain the family atmosphere and meet the mission and goals of this event. I have read, understand and agree to all the rules, polices, guidelines, information and stipulations, to include the reading of PARD guidelines, regarding participation in the Exchange Club Kite Festival at Zilker Park. Vendor/Exhibitor: Kite Committee/Exchange Club Officer: date Title of Exchange Club Officer and contact information:

Contract Summary Sheet 86th Annual Zilker Park Kite Festival – Sunday, March 2, 2014 (Rain date: March 9, 2014)

# 86th Annual Exchange Club Kite Festival at Zilker Park

Sunday March 2, 2014 Rain Date Sunday March 9, 2014

# RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT

Title:Date:
Signature:Print Name:
Organization:
Vendor understands that failure to comply with participation regulations and requirements as specified herein may result in removal from the 86th Annual Zilker Park Kite Festival or denial of participation.
7) Vendor operations will be conducted in a safe and prudent manner. No known toxic materials will be used in an inappropriate manner or in a manner inconsistent with normal usages. Vendor will not engage in any activity deemed unsafe by the Exchange Club. Vendor will abide by safety guidelines set by the City of Austin, Travis County and the State of Texas.
6.) The Vendor has read and understands this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and voluntarily signs the same. The undersigned also certifies that the signer is an authorized agent of the Vendor and is 18 years of age or older.
5.) Vendor gives permission for the free use of Vendor's name and pictures in broadcast, telecast and/or print media account of the event.
4.) The undersigned further expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of Texas. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
3.) Vendor hereby assumes full responsibility for the risk of bodily injury, death or property damage relating to or arising out of Vendor's participation in the 86th Annual Zilker Park Kite Festival.
2.) Vendor agrees to indemnify and hold harmless the Exchange Club and the City of Austin from any and all loss, liability, damage, cost, claim or cause of action, including payment of attorney's fees, arising out of Vendor's participation in the 86th Annual Zilker Park Kite Festival, whether caused by the negligence or willful act of the Vendor or any of the Vendor's agents or employees.
1.) Vendor releases and discharges the Exchange Club and the City of Austin from all liability to, for all loss or damage and any claims of demand therefore, on account of injury to any individual or property resulting from the Vendor's participation in the 86th Annual Zilker Park Kite Festival.
This agreement is made (month/date), 2014 in the City of Austin, County of Travis (print your name here), hereinafter referred to as "Vendor" and The Exchange Club of Austin Charitable Activities Fund, hereinafter referred to as "Exchange Club". IN CONSIDERATION FOR PARTICIPATION in the 84th Annual Zilker Park Kite Festival, the undersigned hereby agrees to the following:
This agreement is made (month/date) . 2014 in the City of Austin, County of Travis (print your



#### Helpful FAQ:

- I just found out your event is going to happen next week, can I apply to be a vendor? No. Applications need to be in by February 1<sup>st</sup>, 2014 for the March event. There are permit deadlines involved.
- We have a trailer; it's a really nice trailer and only weighs 1 ton. Can I park it behind my tent? Park regulations prohibit trailers and vehicles on the turf. Booth fees will be based on the longest footage a vendor uses be it tent or trailer. So if you use a 20-foot trailer and a 10-foot tent, you'll be charged for 20 feet. We will be monitoring space used. Folks who use more frontage than they contracted for will be billed.
- Something's come up and I can't attend, can I give my space to a friend? No, the Exchange Club of Austin must approve vendors in advance.
- Can I buy ice from you guys during the event? Yes. It really helps us to know about how much you'll need in advance so we can order enough. The Kite Festival will contract with a provider to sell ice the day of the event to vendors. They may only order so much ice so if you haven't told us what you need ahead of time, we may not have enough.
- Too many \$20 bills! Can I get change from the Exchange Club during the event? No. We are running a concessions area too and chances are we won't have any change either.
- **How soon will I know if I'm accepted as a vendor?** Applications are vetted as they arrive. Hopefully before February 7<sup>th</sup>, 2014 you will know if you have been accepted. We will notify vendors as soon as possible.
- Can I pick my location? Yes you can, on this application. Tell us what your preferences are. Locations are based on several factors including park rules, access to electricity, crowd patterns, load in logistics, kind/size of trailers and type of items vended. Spaces are reserved on a first come, first serve basis. The Exchange Club and Kite Festival committee/staff reserves the right to change locations of vendors. We will always consult with the vendor if this has to be done. We want every vendor to have a great spot.
- How much product should I bring? This is very much a weather related event. If there's good weather, folks will be there and if the weather is 'iffy', fewer folks will come out. We recommend to plan for 10,000.
- What kind of weather does it take to post-pone the event? Generally we postpone if it is going to rain the whole day. We don't want to put people in an unsafe situation. We make the decision as soon as possible and call each vendor as soon as possible. Announcements are posted on our voice mail, web page and are also sent to major media outlets.
- If you postpone the event will many people come on the rain date? Do I have to get new permits? In 2010 we had to postpone the event. The next weekend we experienced the largest crowd we have had in Kite Festival history. We have the best media sponsors in the world and the weather was beautiful on the rain date. The permits are issued for both dates so new permits will not be needed if the event is postponed.
- Trash fee?!? What's that? Per City of Austin rules, we are responsible for cleaning the park after the event. Since a lot of the trash is sales related, vendors will help us with that expense by paying a mandatory \$50 trash fee. Vendors will also be responsible for picking up the trash around their booth and following recycling rules and guidelines.

#### TIPs for VENDORS AND EXHIBITORS

- Send all of the requested paperwork and fees at one time. Bottom line is that most of the Kite Festival is put on by volunteers there's no paid staff. We don't have the time and resources to chase after missing documents and fees, meet people to deliver them, etc. Help us out by having all your paperwork and fees in one envelope and mailed on time.
- **Send photos!** A committee reviews your application. Photos and information on the events you have done in the past helps the committee make the decision to invite your business into the event. Show us what your operation is all about.
- **Provide a good email address.** Most of our communications are via email so being able to get email with attachments is critical. Please add the email address of the Exchange Club contact person you are given to your address book.
- Arrive before 9am. The road closes at 9am!! 9AM!! The police will turn away traffic on the main road into the park after 9am. Each vendor has to be placed so it's wise to get there early. Please indicate if you want early Saturday night load in for a fee.
- NO setting stakes or other anchors in the ground. Bring weights for your tents. Parks staff will be available Sunday morning during load in. There are thousands of feet of irrigation and communication lines criss-crossing the 'Great Lawn'. Vendors will be liable for damage they cause to park property. It's well worth it to wait until PARD staff can consult with you on your needs.
- Vehicles do not cross the curb onto the Turf without the guidance of the PARD staff. For the same reasons listed above. Vehicles are not allowed to park on the field. You will be allowed to unload and then move your vehicle quickly.
- Bring everything you will need to be there until 5 pm. Once the event gets going it's almost impossible to get in and out of the park especially in a timely fashion.
- **Keep an eye on your stuff.** Even though the police are there, their job that day is safety of the crowd and traffic flow. This is a free event for the general public and things can disappear. The Exchange Club of Austin and the City of Austin Parks and Recreation Department are not responsible for missing or damaged property.
- Leave by 7pm and pick up the litter around your booth. That helps us get the park looking like it did when we got there and allows park staff to go home. It gets very dark very quickly, so no leisurely shut down. No one should be in the park after dark.

