



GALVESTON ISLAND WINE FESTIVAL April 26-27, 2019

The 10th Annual Galveston Island Wine Festival is returning for another amazing year! This year we anticipate over 1,000 visitors to Galveston Island throughout the weekend with our biggest day being Saturday, April 27, 2019 for The Grand Tasting.

The main event - THE GRAND TASTING

- Saturday, April 27, 2019 | 1:00-5:00pm
- Location: Saengerfest Park
- Details:

The Grand Tasting is a delicious opportunity for guests to sip and savor an impressive array of delectable wines. Guests will mix and mingle with vintners, shop amongst the exhibitors, and hang with fellow wine lovers at this signature event.

Each participating exhibitor will receive online and print marketing/promotion of their company & product(s).

Please take the time to read the enclosed material carefully, so that you are aware of all of the festival guidelines.

Texas State law requires that all vendors at festivals, such as The Galveston Island Wine Festival, have a Texas state sales tax permit. There are some exceptions to this law, and you should consult an attorney to determine if you are exempt. Nevertheless, all exhibitors will be required to provide a state sales tax permit number to participate in the Wine Festival. Texas State Sales Tax personnel will be on site and checking for valid TEXAS state sales tax numbers. Galveston Island Wine Festival must receive this number to comply with local ordinance and state statute. You will not be allowed to operate as an exhibitor unless you provide that number on your application or before the opening date or can provide proof of exemption.

Consumer sampling exhibitors will be required to obtain a health permit from the Galveston County Health Department (409-938-2303).

If you have questions or need additional information, please contact me at (409) 770-0999 or by email at rrey@yagasresents.com

Sincerely,

Rebekah Ray

Exhibitor Options

Saturday Exhibitor

\$155.00

12'x12' space

- Non- Consumer Sampling Exhibitor- Seller of handmade crafts, cooking products, art, jewelry products, etc.
- Consumer Sampling Exhibitor- Seller of pre-packaged goods to do 'consumer sampling' at the event.

Guidelines

RESERVATION PROCEDURES

To be accepted as an exhibitor a COMPLETED APPLICATION must be received. Once your application has been approved a verification email will be sent to the email provided on the application, at this time FULL PAYMENT will be due to guarantee your exhibitor space. Telephone reservations are not accepted. You must complete the application and forward with full payment to reserve your space. Booth spaces will be assigned at check-in. Spaces will be assigned on a first paid first reserved basis. DEADLINE APRIL 12, 2019.

CHECK IN/CHECK OUT

Exhibitors may check in at 11:00am on April 27, 2019

You must have everything wrapped up and moved out of your space by 7:00pm

FESTIVAL HOURS

The Grand Tasting begins at 1:00pm for VIP and 2:00pm for General Admission. The Festival ends at 5:00pm

CAPACITY CONTROL

The policy of controlling the number of exhibitors' selling/displaying at each show will continue throughout the year. Early reservations paid in full are important!

SPACE ASSIGNMENTS

Space assignment will be given at check in. Returning exhibitors from any of Yaga's Entertainment, Inc. festivals have first right of space request if application is completed and received by April 5, 2019. All space assignments after that are based on a first paid, first reserved basis. Yaga's Entertainment, Inc. reserves the right to reassign your reserved exhibit space if you do not set up within designated set-up times.

POWER

Power is not available at the festival. Outside generators are not allowed.

FIRE TENT PERMIT

All vendors with a tented space of 400 square feet or larger will be required to have a Fire Tent Permit issued through the Fire Marshal's office in Galveston. Yaga's Entertainment does not need a copy of your permit. Office of the Fire Marshal, City of Galveston, 2517 Avenue H, Suite 207, Galveston, Texas 77550, Phone (409) 797-3870, fmo@cityofgalveston.org

TEMPORARY GALVESTON COUNTY HEALTH DISTRICT FOOD SERVICE CERTIFICATION

All vendors giving out food samples must fill out and apply for a Temporary Health Permit with the Galveston County Health District. The form can be filled out online and paid for at: <http://www.gchdenvform.org/servlet/guest?service=0&formId=38>

SALES TAX PERMIT

All federal, state, and local laws governing retail sales tax must be followed. Vendors MUST provide Yaga's Entertainment Inc. with their own Texas sales tax number. Vendor is required to display the registration certificate throughout entire festival. An online application form is available at <http://www.window.state.tx.us/taxpermit> Proof of Sales Tax must be provided before you can move-in to your spot. All information will be maintained with the strictest of confidentiality.

CANCELLATION POLICY

NO REFUNDS are given unless the festival is cancelled.

PAYMENT OPTIONS

Credit Card, Business Check, Money Order or Cash

***A \$35.00 fee will apply to all returned checks

INSURANCE

Insurance is included in the vendor space fee. YAGA'S ENTERTAINMENT, INC. will provide (VENDORS) General Liability coverage under their "Special Events Policy #CL420912373 written with Essex Insurance and meeting the General Liability requirements:

\$1,000,000 Per Occurrence/\$2,000,000 Aggregate Bodily Injury & Property Damage

\$1,000,000 Personal Injury/Advertising Injury Limits \$100,000 Fire Damage Legal Liability \$1,000 Medical Payments Limit

SAFETY AND SECURITY

Due to public safety concerns, there will be no placing of any structures, signs, or products on the sidewalk area whatsoever. Items may not be chained to parking meters, signs or utility poles.

CLEANUP REQUIREMENTS

All exhibitors will be required to clean their area during and after the festival The Galveston Island Wine Festival and the City of Galveston encourage recycling during the event. Please comply with all clean up requirements and recycling procedures to protect the environment and support Galveston Islands efforts.

USE OF LOGO'S, MARKS AND OTHER IMAGES

Exhibitors may not sell any item with the official Galveston Island Wine Festival or City of Galveston logos or graphics. Exhibitors may not sell any item with the name or images of any band or performer playing at the Galveston Island Wine Festival. There are no exceptions to this policy. Violators will be removed from the festival immediately at their own expense.

MERCHANDISE RESTRICTIONS

Yaga's Entertainment, Inc. has the exclusive right to display, license, sell and merchandise all event novelties (t-shirts, posters, etc.). Yaga's Entertainment, Inc. further has the right to inspect, approve, reject or otherwise control the display, promotion, sale or other merchandising of products or services by exhibitors at the event in its sole discretion. Any products or services rejected by Yaga's Entertainment, Inc. must be immediately removed from the event premises and may be removed by Yaga's Entertainment, Inc. if this does not occur. Galveston codes and/or Festival policy prohibit the selling of sexually explicit material, items with obscenities or profanity, illegal drugs and drug paraphernalia, weapons, merchandise containing racial slurs, manufacturer or copyright infringements, obscenities or other offensive or other detrimental matter. Any such merchandise or displayed matter will be confiscated and not returned. Merchandise designed to be passed off as event merchandise (use of Galveston, date, event name, trademarks, etc.) or which has this effect will not be permitted. No signage may be displayed in Exhibitor space reading "Offiical 2019 Galveston Island Wine Festival Merchandise", "Festival Merchandise", "Festival Tees", "Event Tees" or any similar language advertising the sale of event merchandise. Any vendor found selling merchandise that infringes on these trademarks may be asked to leave immediately and will be subject to legal recourse. No silly string products allowed on festival grounds. Alcoholic Beverages may not be sold or served within an exhibitor's space without written consent from Festival Management and all vendors must sell products of the official festival caterer or beverage sponsor (i.e. water, soda) if they wish to sell this product. Festival Management will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products that are in violation of these Exhibitor Regulations or any other reason. By signing this form you are agreeing that the officers of Yaga's Entertainment, Inc. have sole and final authority to determine violations of this agreement.

RELEASE OF LIABILITY

My application is a commitment to show with all the created work being exhibited for sale, and I personally will be present at all times during each day of Galveston Island Wine Festival. I have read all of the Galveston Island Wine Festival application information and agree to abide by all the rules. I hereby release Galveston Island Wine Festival, Yaga's Entertainment, Inc. the City of Galveston, festival organizers, volunteers, sponsors, property owners, and tenants from all claims, demands, actions, debts, liabilities, and causes of action of every nature which the undersigned might have against the above by reason of any damages, loss, theft, or injury to person or property, or both, resulting from the entry by the signer on Galveston Island Wine Festival grounds. Galveston Island Wine Festival reserves the right to use artist's images to advertise and promote Galveston Island Wine Festival. I understand that my slides/photos will not be returned. Applicant agrees to observe and comply with all applicable laws, statutes, ordinances, rules and regulations. Applicant assumes all costs and liability arising from the use of patented, trademarked, copyrighted or service marked materials, equipment, processes or creative rights. Applicant shall not assign or attempt to sell this agreement or any rights hereunder without the prior written consent of Yaga's Entertainment, Inc.. Yaga's Entertainment, Inc. reserves the right to terminate the license granted by this agreement for good cause and, in said event, Applicant agrees to waive and forego all claims for damages and recourse of any kind. Applicant agrees to assume all risks arising out of or relating to it's attendance or participation at said event and to protect, defend, indemnify and hold harmless Yaga's Entertainment, Inc., the City of Galveston, Galveston Park Board of Trustees, GPM, Inc. and each of their agents, servants, contractors and employees from any and all liability, loss, damage or expense it may cause or sustain from any cause whatsoever, including fire, theft, personal injury or property loss. I further acknowledge that I am aware that I cannot sell, give or offer for sale any pictures or accounting of this event for publication without the written permission of Yaga's Entertainment, Inc.

APPLICATION AND AGREEMENT FOR EXHIBITOR SPACE

Exhibitor

Saturday Consumer Sampling # of spaces _____ x \$155.00

Saturday Non-Consumer Sampling # of spaces _____ x \$155.00

Total Amount \$ _____

List ALL items to be sold

Applicant Name _____
Company _____
Address _____
City _____ State _____ Zip Code _____
Phone (Day) _____ Fax _____
Cell _____
Email _____
Texas Sales Tax # _____

Charge My: Visa MC Amex Disc
Amount \$ _____
Account # _____
Exp. Date _____ Security Code _____
Billing Address _____
Billing City _____ State _____ Zip _____
Name of Cardholder _____
Signature _____

I have read, understand and agree to all of the rules & regulations (pages 2-6)

Application (hereinafter described) hereby applies for exhibit space at the 2019 Galveston Island Wine Festival. This application shall become an agreement between applicant & Yaga's Entertainment, Inc. for the use of said space under the following terms and conditions. Yaga's Entertainment, Inc. will assign exhibit space in accordance with exhibitor's date of acceptance. Exhibit fees will include space rental only.

Signature _____ Date _____

SUBMIT APPLICATION BY MAIL/EMAIL/FAX

Yaga's Entertainment, Inc.
2314 Strand Galveston, TX 77550
Phone 409.770.0999 Fax 409-419-1717
Email: rray@yagasresents.com